

# **Our Policies & Procedures**

(Updated January 1, 2018)

## Berkshire Pet Pals, LLC

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Our *Policies & Procedures* are subject to reasonable changes and amendments which may be implemented at any time with or without advance notice. Our website, <a href="https://www.BerkhsirePetPals.com">www.BerkhsirePetPals.com</a>, will always have the most recent and up-to-date information.

All uses of the phrase, "Berkshire Pet Pals", "BPP", "We", or "Us" shall refer to Berkshire Pet Pals, LLC. The client will be referred to as "Customer", "Client", "They" or "You". "IYH" refers to In-Your-Home pet care services, which includes any traditional visits that are done in the clients home (i.e., pet sitting, dog walking, etc.). "IOH" refers to any pet care services that are performed In-Our-Home, such as private home boarding or private daycare services.

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"We", "Us", "BPP" = Berkshire Pet Pals, LLC
"You", "They", "Customer" or "Client" = The client or potential client
"IYH" = In-Your-Home pet care or any services performed in the client's home
"IOH" = In-Our-Home pet care or any services done at our home/Berkshire Pet Pals
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INITIAL CONSULTATION. Please note that an IYH INITIAL CONSULTATION appointment is required before we can schedule any services at your home. During this informal meet-and-greet visit, we will meet with you and your pet(s). You will have the opportunity to learn more about us and our services and we will learn more about you, your pet(s) and your home. This visit helps us to customize a care plan that meets your needs while providing the best possible care for your pet(s). Please allow 20-30 minutes for this visit depending on the number of pets and the complexity of the care involved.

During this time, we will:

- ✓ Meet you and your pet(s).
- ✓ Review all of the completed forms and discuss our policies, etc.
- ✓ Obtain detailed information about your pet and home.
- ✓ Discuss our services, fees, and answer questions.
- ✓ Take a tour of your home and all areas that we will need access to.
- ✓ Pick up a working set of house keys and/or be given a security system access code.

All forms and documents must be completed and signed PRIOR TO scheduling the initial consultation. This saves time and allows us to focus on the visit rather than completing the forms. We recommend that you make a copy of the completed forms for your own personal records. The original signed/completed forms will become part of the your client file and kept at our office. Please remember that we use this file for each and every visit that you schedule, so please be sure to review and update the information as often as needed. ALL changes must be made on our forms and IN WRITING.

You are NOT obligated to schedule services at this time, although we do require that the forms be completed and signed so that there is an active file for you.

The fee for this visit is the same as a standard 30-minute visit. For clients that live less than 15 minutes from our home in Lee, MA, the visit is \$20. For clients that live more than 15 minutes from our home in Lee, MA, the visit is \$25. We use Google Maps to calculate the distance from our home.

Payment for this visit is due at the start of the visit. We accept cash or checks payable to: Berkshire Pet Pals, LLC. The fee for the initial consultation visit will be applied to your account and applied towards your first scheduled service period with us, if it is booked within 30 days. No cash refunds will be given. This fee is non-transferrable. Services that are cancelled and/or rescheduled beyond 30-days will forfeit the consultation fee as a credit.

PRELIMINARY ASSESSMENT FORM FOR DOGS. Our PRELIMINARY ASSESSMENT FORM FOR DOGS must be completed PRIOR TO scheduling any services for all NEW canine clients. This form can be e-mailed or faxed to us as soon as possible. We may opt to complete this form for you by phone, if it will help to expedite the process. This form is required by our insurance company and is mandatory for all dogs. One form per dog must be kept in the file at all times.

This form helps us to determine whether or not our private home boarding program would be a good fit for your dog and vice versa. It also allows us to screen new dogs for walking and pet sitting clients before scheduling the initial consultation. Upon careful review, we will let you know whether or not your dog is a good candidate for our services. If accepted, then we will proceed with getting the rest of the paperwork to you and moving forward with scheduling process.

You are always welcome to meet with us and view the room & yard prior to scheduling any IOH services. If you would like to do so, please contact us to schedule an appointment. As a courtesy to our established clients, we will not do a walk-through when the rooms are occupied unless we have their approval. We specialize in long-term and special needs (i.e., elderly, rehabilitating, etc.) pets, so maintaining a calm environment and a regular routine without disruptions is important. Some dogs get excited around new people while others couldn't care less. Since each guest is different and has different needs, we always do our best to stick to a customized care plan for each guest.

**ALL TRADITIONAL IN-YOUR-HOME(IYH) CLIENTS.** If you should decide to leave the original completed paperwork for us at the time of your first scheduled visit, please be advised that any missing/incomplete forms may prevent us from performing services

exactly as requested. It is up to you to provide us with the completed forms, vet records and detailed instructions. (In some cases, we may need to ask you to complete or sign forms upon your return. Failure to do so may result in our inability to provide services in the future.)

<u>SUBSEQUENT CONSULTATIONS.</u> Subsequent consultations are available to discuss pet behavior issues, add new pets, change daily routines, tour your new home, etc. For clients who live within our immediate service area(<15 minutes from our home in Lee), this visit will be \$20 per and for clients who live outside of our immediate service area(>15 minutes from our home in Lee), it will be \$25 per visit. If the visit goes over the 30 minutes allotted, we will book in 15 minute increments at a rate of \$5/15 minutes.

It is up to the client to ensure that we always have the correct information on file at all times. If anything changes (i.e., feeding instructions, medications, exercise routine, etc.), please be sure to request the appropriate forms to update the information that we have on file. All changes must be in writing and on our forms. We must also have updated vaccination records on file at all times.

You may download any of our forms from our website at any time. Please contact us for the most recent user ID and password, as it changes regularly.

**SCHEDULING.** Scheduling is done on a first come, first serve basis. We can almost always perform IYH visits on short notice. IOH services are much more limited and often require more advance notice. All overnight services are limited and booked based on sitter availability.

Last minute changes/cancellations can create a lot of scheduling chaos for us. We understand that sometimes plans change or things happen that are beyond our control, but please be considerate and provide us with as much advance notice as possible.

Please review our *Cancellation Policy* for specific details regarding last minute changes and cancellations.

<u>IYH VISIT TIMES.</u> Berkshire Pet Pals, LLC will always perform the In-Your-Home visits as close to your preferred time as possible. However, if an emergency or unforeseen event/situation arises, the time may need to be adjusted. **Please remember that there is a 2 to 3-hour window that is considered acceptable for all In-Your-Home services.** 

We will ALWAYS attempt to contact you or your emergency contact person if there should be any delays and/or if any problems should arise that will affect our scheduled visit(s).

All mid-day visits will be done between the hours of 11:00am and 2:00pm. While we always do our best to provide services as close to the preferred time as possible, sometimes the times may need to be adjusted.

Please note that all IYH scheduled visit times are approximate. Our visit times must be flexible in order for us to provide the best care possible for each and every client. Sometimes situations arise that need to be addressed promptly. We will NEVER leave a pet in a dangerous or potentially unsafe situation. We always clean up accidents

and/or messes and address issues as they arise. We do NOT charge extra for this courtesy and it often does affect the length of a visit. Running a little late for one visit often creates a domino effect with all subsequent visits. We do not cut one visit short to compensate for running over on another. We provide the same quality of care for all clients and will do the same for you/your pet(s) if and when the need arises.

**RESERVATIONS.** It is best to plan ahead in order to obtain services on the dates that you need. New IYH clients need to complete all of the required forms and schedule an initial consultation prior to scheduling any services or making reservations. All clients that have been INACTIVE for more than a year will need to update their paperwork/forms, provide vet records, etc. before scheduling services.

**SECURITY DEPOSIT.** We require a non-refundable security deposit of \$50 or 50%, whichever is more, for all new private boarding clients and for all IYH overnight services PRIOR TO booking. We can not block out time for those who do not make this commitment.

The security deposit will be credited to your account and applied towards your scheduled service period.

If you should no-show or cancel/change services without providing us with the appropriate advance notification as per our cancellation policy, you will forfeit your deposit. There will be no cash refunds. Service credits may be issued when appropriate.

The security deposit is simply to HOLD YOUR RESERVATION. It is only valid for the original date(s) requested and is non-transferrable.

The remaining balance for overnight services is due at the start of each scheduled service period. If you do not leave payment, then we will not be able to perform services and your account will be suspended. We will contact you and/or your emergency contact person to make alternative arrangements for pet care.

If we will be picking up and dropping off your pet(s), then payment is due at the time of pick-up. Failure to pay on time will result in a \$10 late fee being added to the regular service fee.

<u>SERVICE REQUESTS.</u> Established clients must submit a completed *Service Request* form for each requested service period. Upon receipt, we will contact you with whether your request has been accepted or declined.

We ask that you do not leave your pet home alone if you have not spoken to us or if you have not received a confirmation from us. If you do not receive a confirmation from us in a timely manner, please assume that we have not received your request. For the safety of your pet, please follow-up by contacting us directly.

**CONFIRMATIONS.** Berkshire Pet Pals, LLC sends invoices prior to the start of services. This serves as both an invoice and a confirmation of your scheduled services. We ask that you check it for accuracy and let us know as soon as possible if we need to make any changes or adjustments. A response is appreciated, but not required if all

information remains the same and your file is up-to-date. No response from you will be interpreted as a confirmation on your part.

If we do not have an e-mail address for you, then it will be up to you to contact us no later than 48 hours prior to the start of your scheduled service period. We can not guarantee availability if we do not hear from you prior to the start of services.

Clients who schedule regular/daily mid-day dog walks or pet sitting services (>3 visits per week on a regular basis) are NOT required to confirm. Instead, we ask that you contact us ONLY IF there are changes to the regular schedule and that you provide at least 24 hours advance notice.

<u>PAYMENTS.</u> Payment is due at the start of each scheduled service period. Payments that are made after the service starts will be subject to a \$10 late payment fee. All mailed payments received after the service starts will be subject to a \$10 late payment fee as well.

For private boarding clients that we will be providing transportation for, please be sure to provide payment no later than pick-up.

Please do NOT mail payment without getting our prior approval.

Clients who schedule 3 or more visits per week will be invoiced via e-mail at the end of the week. Payment is due upon receipt.

We accept cash or checks made payable to: Berkshire Pet Pals, LLC.

**HOLIDAY RATES.** Berkshire Pet Pals, LLC charges an additional \$5 per In-Your-Home visits and an additional \$10 per day for In-Our-Home services on the observed holidays.

<u>OBSERVED HOLIDAYS.</u> We observe the following holidays: New Years Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Years Eve.

<u>OUR RATES & SERVICES.</u> Our current rates and services will always be posted on our website: <u>www.BerkshirePetPals.com</u> and are subject to change without advance notice. Please refer to our website for the most recent changes and up-to-date information.

<u>EARLY RETURNS.</u> Berkshire Pet Pals, LLC carefully schedules our time to service you and our other clients. Therefore, there are no refunds or credits issued for late departures, early returns or last minute changes in plans. Once a scheduled service period begins, payment is expected for the full scheduled service period.

Please understand that once you make reservations, you are added to our schedule and the time is blocked out for you. We often turn away other clients who request that same time frame, as we do not double-book or over book. Last minute changes often results in loss of income and potential loss of clients if we should not be available when needed.

We may consider issuing a service credit for true emergencies and special situations as long as they are not repetitive and are valid. These will be issued at our sole discretion.

**CANCELLATION POLICY.** We kindly ask that you provide us with as much advance notice of cancellations and/or changes in plans as possible.

We have a \$50/50%, whichever is more policy for cancellations and/or last minute changes in plans that do not meet our minimum advance notification requirement.

Clients who provide at least the required advance notification will not be charged.

Clients who provide less than the required advance notification will be charged \$50 or 50% of the total scheduled service period, whichever is more.

Clients who fail to pay the cancellation fee will be suspended. We will not be able to perform any future services until the account is paid in full.

ALL overnight services (IYH and IOH) require at least **seven(7) consecutive days** advance notice of cancellation/changes.

All overnight services (IYH and IOH) that include a holiday require at least **fourteen(14) consecutive days** advance notice of cancellation/changes.

All traditional IYH services (pet sitting/dog walking, etc.) require at least **48 hours** advance notice. We may make exceptions for storm warnings, school/work closings, etc.

IMPORTANT NOTE FOR ALL SERVICES. Once a scheduled service period starts, clients are responsible for the full scheduled service period. Any changes that may be needed after a scheduled service period starts must be reviewed and approved by BPP. We can not guarantee availability for last minute changes, but we will always do our best to work with you.

There will be no cash refunds or discounts for late departures, early returns or last minute changes in plans. We may extend service credits at our sole discretion.

We realize that things happen that are beyond our control. Emergencies and unexpected events can happen without warning and/or advance notice.

#### OUR \$50/50%, WHICHEVER IS MORE CANCELLATION POLICY

ADVANCE NOTICE: CHARGE	SERVICE		
>48 Hours: No Charge <48 Hours: \$50/50%	Traditional/ In-Your-Home Services & Private Daycare(IOH)		
>7 Consecutive Days: No Charge <7 Consecutive Days: \$50/50%	All Overnight Services (IYH and IOH)		
>14 Consecutive Days: No Charge <14 Consecutive Days: \$50/50%	All Overnight Services(IYH and IOH) That Include Holidays		
Changes/Cancellations After A Scheduled Service Period Starts: 100%	ALL SERVICES		

INCLEMENT WEATHER (Severe Storms, tornadoes, hurricanes, etc.). Berkshire Pet Pals, LLC will use our best judgement while caring for your pet during inclement weather. We will try to carry out your instructions to the best of our ability. The safety of your pet is always of utmost importance to us.

The inclement weather plan will be as follows:

- 1.) Every effort will be made to drive to your home.
- 2.) The service(s) scheduled may be changed, interrupted, or altered due to circumstances, as deemed necessary.
- 3.) We will not be on the road when there are state-issued travel bans in effect.
- 4.) You and/or your emergency contact person(s) will be notified if the above-mentioned contingency plan has been implemented.

Depending on the severity of the weather, the amount of time spent outside may need to be limited. Your pet(s) will not be walked/exercised in heavy rain, severe thunderstorms, blizzards/snowstorms, icy conditions, hot & humid days, cold & frigid conditions or during any other extreme conditions that would make it unsafe for the sitter and/or the pet(s). During such times, an abbreviated visit will be provided so that the time spent outside (exposed to the elements) will be limited.

The original scheduled service fees will apply and will not be refunded due to the weather or any other forces that are beyond our control. Safety is always our TOP PRIORITY.

**EMERGENCY CONTACT(S).** Berkshire Pet Pals, LLC has requested the name and phone number of at least one(1) person living nearby that has access to your home. This should be a person who is close enough to walk to your home if the roads are impassable. If we are physically unable to drive to your home, this information is needed so that we can contact someone to check on your pets. In the event that a client does NOT provide us with a nearby emergency contact person, then Berkshire Pet Pals, LLC will resume scheduled services as soon as the conditions allow for us to reach your home safely. Please remember that garage door openers are not operational in the event of power outages. Clients will be responsible for all attempted

and scheduled visits whether or not we gain access to the home.

There will be no discounts or refunds for visits that can not be performed due to forces that are beyond our control.

**PET GUARDIANSHIP.** In the unfortunate event that you should become incapacitated while your pet is in our care, please name the person(s) who should be contacted to become the guardian and take over the care of your pet until care can be provided as arranged for in other legal documents prepared by you. We urge you to address the care of your pet when planning your estate. Please be sure that the named person is aware that you are appointing him/her as guardian of your pet and that he/she agrees to do so. The *Pet Guardianship Assignment* form is provided for this purpose and is optional, but recommended. If this form has not been completed, we will attempt to contact the emergency contact person(s) that you have listed. If we are unable to find someone you have named who is willing to care for your pet, then we reserve the right to find a temporary home until permanent arrangements can be made. Berkshire Pet Pals, LLC can assume no responsibility, financial or otherwise, for care that is provided by others. We only assist in making temporary arrangements as s courtesy to our clients. The owner/guardian and/or estate assumes all financial responsibility for pet care in any such event.

**PROPERTY DAMAGE.** Berkshire Pet Pals, LLC is not responsible for loss or damages to your home and/or personal property by forces beyond our control (i.e. plumbing malfunctions/leaks, electrical problems, acts of nature, burglary, etc.). In any such event, we will attempt to contact you immediately before taking any action(s) to resolve the problem. We ask that you provide names/phone numbers for your usual companies or professionals so that we may contact them if and when necessary. If we do not have this information, then we will need to wait for a response from you or your emergency contact person.

<u>DESTRUCTION BY PETS.</u> Most often destruction by pets happens when the pet is lonely or bored. There may be other triggers as well. Berkshire Pet Pals, LLC will make every attempt to limit any witnessed or known behavioral issues. Berkshire Pet Pals, LLC is not responsible for any damage to the home or personal property done by your pet. If your pet should soil on the carpet, floor, or furniture, Berkshire Pet Pals,LLC will do their best to clean the area as per your instructions. If you do not provide instructions, then we will use our best judgement.

MEDICAL EMERGENCIES. If your pet should require medical treatment and we are unable to reach you, you hereby authorize Berkshire Pet Pals, LLC to seek prompt veterinary care. We will make every attempt to use your primary veterinarian when possible. If we are not able to contact your vet, then we reserve the right to utilize the services of the nearest available veterinary clinic, unless you specifically request that your primary veterinarian be the ONLY treating vet. If you choose this option, you acknowledge and accept full responsibility if there should be any delays in treatment.

NOTE: It is always a good idea to contact your vet directly to make any pre-payment arrangements with them. You may also want to provide them with a copy of our Veterinary Treatment Authorization form or share your treatment limits and wishes with them.

**CREDIT CARD AUTHORIZATION FORM.** All clients must sign the credit card authorization form.

Participation is optional and you may elect to opt-out, but you are required to make your selection, sign and date the form and return it to us. This form is considered to be part of our *Pet Care Service Agreement*.

By completing the form, you acknowledge that there may be a delay in any emergency medical treatment without a payment method on file. Most veterinary clinics will not see or treat a pet without payment arrangements in advance. This is especially true of offices that do not know you or your pet.

NOTE: This form is for EMERGENCY VETERINARY CARE and/or SECURITY DEPOSITS ONLY. We do not process credit card payments for our routine services.

Any and all information provided is kept strictly confidential and part of your client file. All files are kept under lock and key and separate from our locking key box (all keys are coded for additional protection). Your information is protected at all times. We do not copy or send forms via e-mail, fax, mail or any other means. The physical file stays in our possession at all times and is NOT shared with anyone except veterinary clinics when necessary (i.e., the Veterinary Treatment form).

<u>MEDICATIONS.</u> Berkshire Pet Pals, LLC will attempt to administer any required medications as directed, but can not be held responsible for complications or problems that may arise as a result.

Extremely shy pets with medical problems or conditions can be a serious risk as are those that are difficult to medicate. If you have such an animal, this must be thoroughly discussed in advance. Keeping any such pet confined to a small area helps to monitor him/her more closely. Pets that are allowed free access to the entire home can be more difficult to find (there are often too many hiding places!) and monitor.

When it comes to administering oral medications (tablets, capsules, etc.), we always recommend pilling the pet directly rather than placing it in food or treats. This is especially important if you should have more than one pet and you do not feed them separately. Pets often share food or will attempt to "steal" from the other(s). In these cases, it is not uncommon for the "other" pet to ingest the medication that is intended for another. If medication must be put in food, then we recommend feeding pets separately (ideally in different rooms and with doors closed). Even then, there is always a chance that the pet will not get the entire dose, since most will eat around a pill or spit it out.

Under no circumstances will Berkshire Pet Pals service any pet that has a current contagious illness. Any pet that appears to be sickly or is displaying signs consistent with illness will be isolated and taken to a veterinarian for prompt medical evaluation

and treatment at the owner's expense.

<u>VACCINATIONS.</u> Berkshire Pet Pals, LLC requires that all pets be up-to-date on state and vet recommended vaccinations and in good health (stable medical condition) before service begins. The client agrees to keep the pet(s) current on all state required immunizations for as long as they are using our services. All cats and dogs must have a valid rabies tag or certificate or a note from their vet if there should be valid medical reason for not being UTD on vaccinations.

If a Berkshire Pet Pals, LLC care provider is bitten or exposed to any disease, infection, or infestation from a client's pet, then the client will be responsible for all costs and damages incurred.

ACCESS TO YOUR HOME BY OTHERS. If the client allows any other person(s) to have access to their home during the Berkshire Pet Pals, LLC contract period, then Berkshire Pet Pals, LLC can not and will not be held liable for any damages to property, people or pets that may occur as a result thereof.

Pet owners must inform Berkshire Pet Pals, LLC if someone else will be allowed access to the home and/or property during any scheduled service period. This includes a list of names/companies and vehicles. This must be done at the time of your initial consultation AND prior to the start of each scheduled service period.

Please be sure to notify the other person(s) that Berkshire Pet Pals, LLC will also be allowed access during your absence. This includes cleaning services, maintenance personnel, friends, family and neighbors, etc.

NOTE: If we should arrive for a scheduled visit and find that there is an unauthorized vehicle on the property or people in the house, we will NOT attempt to enter. We will inform the local police department and let them handle the situation. We will not enter the home until it has been properly cleared by law enforcement officials. The client will be informed of the situation and will be responsible for all situations thereafter.

#### BERKSHIRE PET PALS, LLC DOES NOT SHARE PET CARE RESPONSIBILITIES.

If the client hires or allows additional pet care providers, including, but not limited to family, friends, neighbors or other dog walkers/pet sitters during the same scheduled service period, then the owner accepts full responsibility for any damages, harm or unfortunate incidents that may occur. The pet owner releases Berkshire Pet Pals, LLC from any and all liability when others have access to the home during the same scheduled service period and immediately before and/or after the scheduled service period.

Berkshire Pet Pals, LLC will refuse to service clients who have made arrangements with others for shared pet care responsibilities during the same scheduled service period. The client must always disclose these situations BEFORE each scheduled service period. Failure to disclose shared responsibilities releases Berkshire Pet Pals, LLC from any liability and may result in immediate termination of the Pet Care Service

Agreement and discontinuation of any scheduled services.

**PET, HOUSE AND YARD CLEAN-UP:** Berkshire Pet Pals, LLC will properly dispose of outside pet waste in your outside trash receptacle or other designated area. We will also do our best to clean up any accidents that your pet may have inside your home. Please be sure to inform us of where your cleaning supplies are kept and have them available at all times(on the *Client/Household Profile* form). Written instructions explaining how you want accidents/messes cleaned up is appreciated. The more information that you can provide, the better.

Berkshire Pet Pals, LLC is not responsible for carpet, upholstery, fabric or floor stains created by your pet. We do request that you provide plastic bags, towels, cleaning products/supplies, paper towels, and trash bags. Please be sure to indicate where you would like the waste materials disposed of.

Any accidents or messes that require additional time and attention (above and beyond the normal amount anticipated), will be billed appropriately. We bill in 15 minute increments only at a rate of \$5/15 minutes.

As a courtesy, Berkshire Pet Pals, LLC can bag and remove trash/waste materials at no cost to the client. Excessive amounts of waste will be placed in the appropriate outside trash receptacles that you designate. We do not recommend keeping waste inside, as it does tend to get rather aromatic over time.

<u>COLLARS AND LEASHES.</u> Please provide secure collars/harnesses with appropriate tags and leashes for all visits. All dogs will be required to be on a leash during outdoor walks or confined to a fenced-in yard/enclosure.

For your pet's safety, we do NOT provide any off-leash walks unless your pet is confined to fenced-in yard or exercise pen.

**SECURITY SYSTEMS, CAMERAS, ETC.** Berkshire Pet Pals, LLC strongly supports and encourages clients to protect their home and property at all times. If a security system is in place and will be used during any of our scheduled service periods, please be sure to inform us of the code, password and any pertinent information that may be needed. Please be sure to inform us of the location of any additional security devices including, but not limited to: cameras, audio recorders, etc.

Failure to disclose the location of any recording devices and/or related equipment will VOID our service contract and may result in the **immediate termination** of our services.

NOTE: Any unauthorized use of audio, video, pictures, etc. that are obtained and/or used without prior knowledge and/or consent is a violation of our policies and procedures and may also be the grounds for further legal action.

Berkshire Pet Pals, LLC is fully licensed, bonded and insured for your protection as well as our own. We do not share privileged client information nor do we consent to using or sharing any confidential information for any purpose.

**FENCES.** Berkshire Pet Pals, LLC does not accept responsibility or liability for any client's animals that escape or become lost or injured, fatal or otherwise, when instructed to use a fenced-in area whether supervised or unsupervised. This includes electronic/invisible, wood, metal, or any other type of fence. The client is responsible for the fencing and all related equipment. It is up to the client to maintain their property and check it regularly. We highly recommend that the client inspect the fence regularly for holes, breaks, etc. and repair as needed.

MEDIA RELEASE/PET PHOTOS & VIDEOS. Upon signing the service contract, you grant permission to Berkshire Pet Pals, LLC to take photos and/or videos of your pet(s) during our time with them. The photos/videos will be kept as part of the pet file and may occasionally be used on the Berkshire Pet Pals, LLC website, Facebook page(s) or for publicity purposes.

Your confidentiality is of the utmost importance to us. We will NEVER reveal any identifying or personal information. The ONLY information that may be shared with the picture(s)/video(s) is YOUR PET'S FIRST NAME.

You may opt-out by checking the appropriate selection in the Pet Care Service Agreement. You may opt-out at any time after signing the service contract by submitting a written request.

If this section of the Pet Care Service Agreement has been left blank, it will be interpreted as a willingness to participate.

We do require that a recent photograph of your pet be kept on file at all times. This is simply for identification purposes and will not be used for any other reason. If a photograph was not submitted along with the required documentation, then we will take one so that we have a recent photograph of your pet.

NOTE: We occasionally use photographs in our Report Cards. This is a private communication between Berkshire Pet Pals, LLC and the client. While we no longer provide full-page and color photographs, we may opt to do so if time allows for it.

<u>PRIVACY POLICY.</u> Berkshire Pet Pals, LLC highly respects client confidentiality. We take every precaution to protect our clients personal information. We do NOT share your private information with ANYONE. The only exception(s) would be with veterinarians/vet clinics and law enforcement officials, as needed.

**PERSONAL/MEDICAL EMERGENCIES.** In the event of a personal or medical

emergency of a Berkshire Pet Pals, LLC staff, the client authorizes Berkshire Pet Pals, LLC to arrange for another staff member, trusted helper or another qualified pet sitter/company to fulfill the pet sitting responsibilities. All terms and conditions set forth in the *Pet Care Service Agreement* will apply to the temporary pet sitter. Your regular pet sitter will resume services as soon as possible.

<u>THERMOSTATS.</u> To ensure the health and comfort of you pet, please remember to keep your thermostat within a comfortable range. We recommend keeping the temperature between 60 and 80 degrees Farenheit at all times. If the house temperature is outside of this range, then Berkshire Pet Pals, LLC will adjust the thermostat, air conditioner and/or heater as necessary. If we are unable to resolve the issue ourselves, then we will contact the client directly to address our concerns and try to find a solution that is agreeable to everyone.

Berkshire Pet Pals, LLC reserves the right to decline and/or discontinue services at any time if we feel that the conditions are not safe and/or comfortable for your pet(s) and/or our sitters. A written notification will be sent to the client if this should become necessary. We will always do our best to work with the client, but the safety of your pet(s) and home is always a top priority with us.

ANIMAL/PET BEHAVIOR. Pet behavior can be unpredictable, especially in the absence of their owner and/or in a new environment with new people. Berkshire Pet Pals, LLC does not accept responsibility or liability for animal behavior, normal or otherwise, which results in injury to the pet(s), any person, any other pet/animal or property that the pet comes in contact with. Furthermore, if a Berkshire Pet Pals, LLC pet care provider is harmed or injured by the clients pet, the pet owner accepts full responsibility for the cost of any necessary medical attention or treatment that is required. The pet owner is also fully responsible for any damages, harm and/or necessary treatment/repair for all people, other pets and/or property that their pet(s) cause.

<u>UPDATES.</u> Please be sure to provide us with any updates or changes regarding your pet care instructions, veterinarians, residence, contact information and/or any other pertinent information as soon as possible. It will be up to you to make sure that we have the most recent information on file at all times. ALL changes and updates MUST BE IN WRITING and submitted on our forms to ensure that they are kept in your file.

We will always refer to your client file when providing care for your pet, so please be sure to review and update it regularly and as needed.

<u>PAYMENTS</u>. Payment for the initial consultation appointment must be made no later than the start of the visit.

Payment for all traditional **IYH services** that are booked on an as-needed basis are due at the beginning of each scheduled service period. You may leave cash or a check for us to pick up at the first scheduled visit. If payment is not left for us, we can not perform services. We will contact you or your emergency contact person, if necessary.

Payment for private boarding is due at the beginning of each scheduled service period and no later than the time of check-in. If we provide transportation to and from our home for you, then payment is due at the time of pick-up. Payments that are made after a service starts or mailed will incur a \$10 late payment fee.

Clients who book regular daily visits of 3 or more visits per week(IYH AND IOH), will be billed at the end of the week via e-mail. Payment is due upon receipt.

If there should be any unforeseen or additional charges, we will provide you with a separate invoice at the end of the scheduled service period. Payment is due upon receipt.

NOTE: Clients who schedule regular daily visits of 3 or more visits per week are welcome to pay upfront for services. All payments received will be credited to your account and a weekly statement of your account will be e-mailed to you. We will send e-mail reminders to let you know when your funds are running low so that you may replenish it at your convenience.

We can not schedule or provide services for clients with an outstanding balance of more than \$100.

<u>ACCEPTABLE PAYMENT METHODS</u>. We accept cash, check (payable to *Berkshire Pet Pals, LLC*), money order and/or our gift certificates/gift cards.

We no longer accept credit and/or debit cards. This includes Paypal.

**RETURNED CHECK FEE.** There is a \$35 fee for any checks that are returned by your bank or financial institution. If your check is returned, then you will be expected to pay for all future visits by cash only.

**KEYS.** For In-Your-Home clients, Berkshire Pet Pals, LLC prefers to have two sets/copies of your house key(s). One copy will be used to access your home to perform our services. The other will be kept in our secure lockbox at our office as a back up in the event of an emergency or lock-out/key or lock failure. If we are only given one set of house keys, then the client will be responsible for any locksmith fees that may be needed to access the home in the event of a lock-out or key/lock failure or malfunction.

Please check that the key(s) you are providing will open your door(s)! We can not perform services if we cannot access your home.

**KEY RETENTION/LOCK-OUT SERVICE.** If you are not already doing so, please consider letting Berkshire Pet Pals, LLC retain your house key(s). Keys are kept in a secured lockbox system and carefully coded for client confidentiality. This allows Berkshire Pet Pals, LLC to provide future services at your request without making

additional trips or arrangements for the key(s).

We also provide an optional Lock-Out service for our clients. If you should ever find yourself locked out of your home, just call us and we will deliver the key(s) to you. Depending on where you live and the travel time involved, we may charge up to \$25 for this service. For those who live within our immediate service area(<15 minutes from our home in Lee), the fee is \$20. For those who live outside of our immediate service area (>15 minutes from our home) it is \$25. Regardless of where you live, it is CHEAPER and FASTER than finding and hiring a locksmith to get into your house!

While participate is optional, please note that if you choose NOT to have Berkshire Pet Pals, LLC retain a key, then it will be up to you to provide at least one working key or set of keys prior to each scheduled service period.

We strongly advise against leaving the keys locked inside of the home on the last scheduled visit. If you are delayed or if your plans should change at the last minute, then we will have no way to access your home or pets to continue to provide care for them until you return. While we will do as you request, please understand that If you would like for us to leave the keys on the last visit, then you are responsible for the safety of your home and your pet from end of the last scheduled visit until the time that you return home. Berkshire Pet Pals, LLC will not be held responsible for anything that may happen between the last visit and the time you return home.

If you are uncomfortable with providing keys, then another option for clients to consider is using a realtor lock box. This option, as it allows you to remain in full control of your key(s) at all times. These are simple combination locks with a compartment that stores your key(s). They hang on your door knob (or can be secured to a wall, fence, post, etc.). Most allow you to program the combination yourself so that it is easy to remember. You can also change the combination or remove it anytime you desire.

With this option, you will always know where your keys are! Please remember to provide the combination to us so that we can access your keys. If you should change the combination, don't forget to tell us! If we can't get the key, we will not be able to access your home! W

IF you should choose this option, we ALWAYS recommend that you have a back-up plan in place, just in case the lock jams or fails. This can be a Hid-A-Key box or another hidden designated area on the premises. We do NOT recommend keeping keys in obvious or common places (like under the door mat or on casings, as those are the most common hiding places and the first place that criminals will look!)

<u>UNACCEPTABLE PETS.</u> Berkshire Pet Pals has the right to refuse animals that appear to be aggressive, ill, or could otherwise cause harm to Berkshire Pet Pals, LLC pet care providers, property or others. This decision will be at our sole discretion and can be made at any time. We do not need to provide a reason for our decision, as safety is always our top priority.

EXCESSIVE BARKING/BEHAVIORAL ISSUES. Berkshire Pet Pals, LLC will not knowingly accept pets that have any destructive or disruptive behaviors for private home boarding or daycare services. This includes, but is not limited to excessive barking, dominance/aggression, chewing/scratching, etc. These behaviors often lead to more serious liability issues and are not acceptable for our private boarding and daycare environment.

We will always do our best to control and limit any obvious behaviors. If we can not get them under control within a reasonable amount of time, then we will contact you and/or your emergency contact person(s) to make other arrangements. Failure to reach you and/or your emergency contact person(s) will not prevent us from proceeding with making alternative arrangements as soon as possible.

If this should happen after-hours, then your pet may need to be isolated or crated until we can make alternative arrangements for you. If this should happen, then you will be charged for the full scheduled service period plus any additional fees that may be necessary (i.e., crate rental fee, etc.).

**SEPARATION ANXIETY.** Berkshire Pet Pals, LLC will not knowingly accept pets with severe separation anxiety issues for In-Our-Home private boarding and/or private daycare services. It is your responsibility to provide us with complete and accurate information regarding your pet. Failure to disclose information or providing false information may result in the immediate termination of our *Pet Care Service Agreement*.

It is important that you discuss your pet's known behavior issues with us BEFORE scheduling any of our services. Most pets with separation anxiety issues require constant companionship and/or supervision to prevent destructive and/or harmful behaviors. If we are not aware of such issues and we should witness or observe signs consistent with separation anxiety, then we will need to charge you an **additional \$50** for the additional time and effort to comfort your dog.

If necessary, we will take additional steps to provide comfort to your dog, including using a Thundershirt (at your expense), possible pheromone therapy and/or possibly crating (there will be a crate rental fee) during those times when your dog needs to be left alone for ANY length of time.

If these measures do not help to comfort your dog and control the behaviors, then we may need to place your dog in a local kennel for the remainder of the stay (at your expense). We use Country Kennel here in Lee for this purpose. While we will make every effort to contact you (using the information that you provided) prior to taking this action, failure to reach you or your emergency contact(s) will not prevent us from taking the steps necessary to resolve the problem(s).

You will be responsible for the full scheduled service period plus any additional fees for services provided. You will also be responsible for any kennel fees, etc.

**RECOMMENDED NUMBER OF VISITS.** For most medium-large dogs, we recommend at least three(3) pet sitting visits per day. Smaller dogs, older dogs and puppies usually require more visits/potty breaks. Therefore, we recommend at least 4 visits per day for small/toy/teacup breeds as well as older dogs and puppies.

For cats, we recommend at least 1 visit per day. Cats can not go 24-48 hours without eating or they can suffer from irreversible kidney and liver failure.

Shy/timid/nervous cats are a real concern. If your cat falls into this category, we strongly encourage you to keep him/her confined to a limited area in your home, as it will be easier to find him/her and to more closely monitor activities.

Cats that are nervous or shy could very easily get trapped or injured and if you don't see them, it may go unnoticed. In these situations, we monitor food levels, litter box activities, etc. very closely. In this way, will be able to determine whether or not the cat has been engaging in regular daily activities.

For caged animals, we recommend at least 1 pet sitting visit per day. Sometimes food bowls/water bottles can get tipped over or broken. It is always a good idea to check that your caged pets have access to fresh food and water on a daily basis.

Please remember that these are simply guidelines that we've established after years of working with pets. If you should choose NOT to follow our recommendations, then you accept full responsibility for anything that may happen to your pet if they are to receive less than the recommended number of visits.

NOTE: We may choose NOT to perform services and/or discontinue services at any time if we feel that your pet will not be safe or have adequate care in your absence. The safety, health and well-being of your pet(s) is always our top priority.

By signing our Pet Care Service Agreement, you acknowledge our recommendations and indicate that you accept full responsibility if anything should happen as a result of requesting fewer visits than recommended.

If we should notice any potential or actual problems, we will notify you and/or your emergency contact(s). If we are not comfortable continuing to provide care as you have instructed, we will let you know why and make our recommendations as to how to improve the situation. If we do not hear from you and/or you fail to comply with our recommendations in a timely manner (<1 week), then we will make changes that we deem necessary for the safety, comfort and well-being of your pet(s). If you decide that you do not want us to make the recommended changes, then we may decide to discontinue services and terminate the *Pet Care Service Agreement* at our sole discretion.

TERMINATION/AUTHORIZATION. Berkshire Pet Pals, LLC reserves the right to discontinue and/or terminate service at any time before or during a scheduled service period if Berkshire Pet Pals, LLC, in its sole discretion, determines that the clients pet or home environment poses a threat or danger to the health, safety and/or well-being of the pet(s), Berkshire Pet Pals, LLC staff/helpers, property, etc. If such concerns prohibit Berkshire Pet Pals, LLC from caring for the pet(s), the client authorizes Berkshire Pet Pals, LLC to have the pet(s) placed in a kennel or boarding facility, with

all charges to be billed to the client. The client will be fully responsible for all scheduled services provided up until the date of termination.

If Berkshire Pet Pals, LLC should determine that any terms of this contract have been breached by the client or if a situation is deemed unsafe/unhealthy, they may terminate by providing the client with a written notice. Berkshire Pet Pals, LLC may terminate this contract for any reason deemed necessary as long as a written notice is provided to the client.

If the client should decide that they no longer wish to do business with Berkshire Pet Pals, LLC, then they may submit a written notice to terminate services as well. They will remain fully responsible for any services booked and/or rendered until the date of termination.

<u>ABANDON POLICY.</u> If you should abandon your pet while it is in our care, then we have the right to report your actions to the appropriate authorities, surrender your pet for adoption, etc. All expenses incurred will be the clients responsibility.

If the pet is not picked up by the owner or an authorized representative within (14) fourteen calendar days of the scheduled date of departure, the owner understands that the pet shall be deemed abandoned and Berkshire Pet Pals, LLC has the right to place the pet with a new owner. The owner understands that pet abandonment may be a criminal or civil violation of the Massachusetts General Laws. The owner shall remain liable for all fees due and, in addition, agrees to pay for all costs in the prosecution of these statutes. The pet owner is to be notified of any such action by receipted mail as specified in the statute, and no further notice shall be deemed necessary.

Berkshire Pet Pals, LLC will always attempt to contact the owner using the information provided by the client. If the owner can not be reached, it will be up to the owner to contact Berkshire Pet Pals, LLC within 14 calendar days of the scheduled date of departure or the pet will be deemed abandoned. It is the owner's responsibility to provide Berkshire Pet Pals, LLC with the most recent contact information and keep Berkshire Pet Pals, LLC informed of any changes as they arise.

NOTE: We have NEVER had to do this, but it is our responsibility to inform our clients of the laws of the state of Massachusetts and our policy to comply with them.

**LOCKSMITH SERVICES.** The client expressly gives Berkshire Pet Pals, LLC the authority to employ a locksmith on their behalf and to reimburse Berkshire Pet Pals, LLC promptly upon their return for all costs incurred in the event of malfunction of the lock, keys, automatic door opener, etc.

Berkshire Pet Pals, LLC will always attempt to contact the client if there should be any problems with the locks or keys to the home. We will always call the client and/or the emergency contact person(s) before taking any further actions to gain access to the home.

Please remember that garage door openers will not work during power outages.

It is up to the client to be sure that we have a WORKING SET OF KEYS to your home at all times.

If we can not access your home, then we can not provide services for your pet. If we feel that failure to gain access will jeopardize your pet, then we may need to contact the local police department to let them know there is a pet inside the home that needs care and attention.

We strongly encourage clients to have a back-up plan in place at all times. Whether you give a set of keys to a neighbor or hide them on the premises, there should always be an alternative means of entrance to your home.

**IN-OUR-HOME RATES.** We charge for all In-Our-Home services by the CALENDAR DAY including the day of arrival and the day of departure. Our fee is the same whether it is for 1 hour or 23 hours. A day starts at 12:00am and ends at 11:59pm.

<u>OUR CURRENT RATES.</u> Our rates are reviewed and updated periodically. A current list of our rates and services will always be posted on our website:

<u>www.BerkshirePetPals.com</u>. A copy may be downloaded from our website (PDF format) at any time. We will be glad to provide a printed copy to our clients upon request.

<u>DISCOUNTS/REFUNDS.</u> In order to remain fair to all of our clients, we do not offer any discounts or cash refunds. Service credits may be issued as we see fit.

<u>SPECIAL REQUESTS.</u> We are always happy to provide any special service requests as long as we have sufficient notice and you have scheduled enough time for each visit. Please don't "surprise" your sitter with a long list of requests that weren't mentioned at the initial consultation or prior to the start of each service period.

Please remember to list EVERYTHING on the Service Request form that you submit for each service period that you schedule.

We will always do our best to follow your instructions and perform additional tasks as a courtesy and as time allows.

**BATHING/GROOMING.** We do not have the equipment or space to provide grooming services at our home. We do work closely with a few of the local groomers, so if your pet needs to be bathed or groomed prior to departure, we will be glad to make arrangements for you. We offer this as a courtesy and can not guarantee their availability.

If your pet arrives for private daycare or private boarding services odorous, dirty or with fleas/ticks and requires bathing and/or should require bathing at any point during the service period, we will promptly make arrangements with a local groomer. If this is not possible, then may opt to provide a flea bath or general bath at our discretion. You will be responsible for any fees assessed for these services. Any additional fees must be paid prior to check-out.

We will provide transportation to and from the groomer at no additional cost to you.

We may occasionally use baby wipes, pet wipes or warm water and a mild/gentle soap if needed for touch-ups.

We may also brush and/or comb out your pet on a regular basis, if instructed to do so or if we feel that it is necessary. This is a courtesy and we do not charge for it.

<u>ADDITIONAL IOH POLICIES.</u> IOH boarding/daycare pets are NOT allowed to be taken off the premises & out of our custody and care before the scheduled service period ends.

All check-ins and check-outs are done by appointment only and during normal business hours. Clients who wish to change their scheduled appointments must contact us via phone, text or e-mail at least 24 hours in advance. Any changes must be approved by our staff and will be confirmed via text or e-mail.

We do NOT allow visitations during any IOH scheduled service period. This voids our insurance and often disrupts the established routine for all pets in our care.

For clients who have scheduled extended service periods or have extenuating circumstances, please be sure to discuss your needs and concerns with us PRIOR TO scheduling services.

If you should have any additional concerns or requests, please be sure to discuss with us PRIOR TO BOOKING SERVICES.

We always do our best to keep your pet(s) in a routine that closely mimics what they are used to at home. We will gladly provide additional walks/hikes and exercise time, as our schedule and the weather allows at no additional charge. These will be done at our convenience and are not guaranteed.

If you would like regular daily walks, hikes, treatments, exercise, etc. to be done while your pet is with us, then they must be booked separately and put into the schedule accordingly. There will be an additional fee for these services, so please be sure to discuss with us before booking.

We are happy to sleep in the same boarding room with your pet(s) while they are here with us. If you would like for us to spend the additional time with your pet, simply let us know by indicating same on the *Service Request Form*. There is no additional charge for companionship.

<u>PERSONAL BELONGINGS(IOH)</u>. For private home boarding and daycare services, we encourage pet owners to clearly label and identify all personal belongings that you bring with your pet. We ask that you do NOT bring valuables or irreplaceable items, as we are not responsible for items that may get lost, broken or damaged.

If time permits, we may wash items that may get soiled or dirty. If we don't have time, then we will place items in a plastic bag and return as is.

The client should bring food/special diet, supplements, medication, a favorite toy, treats(if allowed), collar/harness with ID tags, leash, one item from home that has not been freshly laundered (a shirt, blanket or towel work great at providing comfort when away from home!).

We strongly recommend keeping your pet(s) on the usual diet, but realize that

sometimes it may not be possible. If necessary, **Berkshire Pet Pals, LLC** can provide a premium dry pet food for a nominal fee.

The following items are provided FREE-OF-CHARGE: beds, toys, food/water bowls, litter box, etc.

NOTE: As of March 1, 2017, we will no longer be offering free cat litter for our kitty clients. We recommend that you bring your own with you or we can provide Tidy Cat clumping clay litter or Feline Pine pellets for and additional \$5/week.

We thoroughly clean and sanitize our boarding/daycare rooms and ALL pet care items frequently during visits and throughly between clients.

**RETURNING HOME LATE/EARLY.** We ask that you contact us as soon as possible if there should be any changes to your plans. We will only provide services as originally scheduled unless we hear differently from you. If you find that you are going to be late in returning or need additional visits, please let us know as soon as possible. While we can't guarantee availability, we will always do our best to accommodate your request(s).

Once your service starts, you are responsible for the full scheduled service period. Any additional visits requested will be provided at the same rate, unless they are scheduled outside of our regular business hours.

We do not provide discounts or refunds for late departures or early returns (for IOH and IYH services).

IYH clients who return home early should let us know as soon as possible. We will continue to provide services as scheduled until we hear from you.

CHECK-IN & CHECK-OUT: All check-ins and check-outs are done BY APPOINTMENT ONLY! If you do not specify a time when you make your reservations, then we may not be immediately available when you arrive! You may need to wait or reschedule.

We always do our best to accommodate last minute changes, but there may be times when it is not possible.

Clients who arrive >30 minutes early or late for their scheduled appointments may need to wait or reschedule their appointments at our discretion. An inconvenience fee may be assessed for last minute changes and/or surprise visits.

**<u>DOCUMENTATION/UPDATES:</u>** Berkshire Pet Pals, LLC provides written daily activity logs for all of our IYH services.

We no longer provide daily activity logs for IOH services, unless specifically requested by clients prior to the start of each scheduled service period.

Clients may request text messages, emails and/or written notes for visits on the Service Request form for each scheduled service period. All requested communications will be sent during the scheduled visit(s) with your pet(s).

In general, if you don't hear from us, then all is well. We will always contact you if there is a question, concern or if the situation warrants it.

**Berkshire Pet Pals, LLC** reserves the right to utilize additional help/back-up sitters as needed. They may be a helper, employee or independent contractor working on our behalf. If a situation arises where we need to rely on the services of these people, there will be no additional charge and our insurance and bonding will remain in full effect.

If you should have any questions or concerns about any of our services or any of our policies & procedures, please feel free to contact us. We frequently review and update our documentation as we feel necessary. The most up-to-date information is always available on our website: <a href="https://www.berkshirePetPals.com">www.berkshirePetPals.com</a>.

**Berkshire Pet Pals, LLC** agrees to provide services in a reliable, caring, and trustworthy manner. In consideration of these services, and as an express condition thereof, the client expressly waives and relinquishes any and all claims against Berkshire Pet Pals, LLC except those arising from gross negligence or willful misconduct of the pet sitter.

The client agrees to notify Berkshire Pet Pals, LLC of any problems and/or concerns within 24 hours of their return home.

### Berkshire Pet Pals, LLC 45 Hartwood Road

45 Hartwood Road Lee, MA 01238

Home/Office(JC): 413-243-3040 Text ONLY(Kathy): 413-446-8099 JC's Cell/Text: 413-446-6800

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