

24 Hour Service Agreement

askfor@marylouisepetsitter.com
303-845-2837



ASK FOR MARY LOUISE PLEASE AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICES (the “Agreement”) dated this ____ day of _____, 200____, (the “Effective Date”) is by and between _____ (the “Customer”), and Mary Louise Powell, dba Ask for Mary Louise Please (AMLPP) located at 3206 Lake Park Way #105, Longmont, Colorado, 80503 (“PPS”). The parties agree as follows:

Services Provided

- 1) Customer hereby agrees to engage AMLPP to provide the Customer with services consisting of 24 hour on premises care for client’s pet(s), including basic grooming and maintenance, and such other services as the Customer and AMLPP may agree upon from time to time (the “Services”). AMLPP and Mary Louise Powell specifically agree to provide such Services to the Customer. The date and time of the services shall be from _____, 200____, beginning at ____:__ am/pm (“Start Date”), and continue through _____, 200____, ending at ____:__ am/pm (“End Date”).

Term of Agreement

- 2) The term of this Agreement will begin on the Effective Date and will remain in full force and effect until the services have been substantially performed, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

- 3) The parties agree to do everything reasonably necessary to ensure that the terms of this Agreement take effect.

Compensation

- 4) For the services to be rendered by AMLPP as required by this Agreement, the Customer will pay to AMLPP compensation amounting to a flat fee of \$_____.00. The entire fee becomes non-refundable and due in full immediately upon cancellation of less than 48 hours prior to the Start Date.

5) This compensation will be payable as follows:

- a. A 10% non-refundable deposit on the Effective Date;
- b. A payment of 40% on or before the Start Date;
- c. The balance upon completion of the services.

In addition to the above compensation, AMLP will be entitled only to reimbursement for any reasonable expenditures necessary to perform the services under this Agreement.

Provision of Information

- 6) The Customer agrees to provide, for use by AMLP, written information to include the name and contact information for the pet's veterinarian, pet's allergies or medical issues, special care and feeding instructions, emergency contact information, pass codes related to any home security or alarm systems, and _____ (see attached "Pet & Client Information").

Assignment

- 7) AMLP will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Capacity/Independent Contractor

- 8) It is expressly agreed that AMLP is acting as an independent contractor and not as an employee in providing the Services under this Agreement. AMLP and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Insurance

- 9) Customer agrees and represents that Customer's premises are fully insured with respect to property and casualty insurance. AMLP is insured and bonded through Pet Sitters International (PSI).

Entire Agreement

- 10) It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Dispute Resolution

- 11) In the event a dispute arises out of or in connection with this Agreement the parties will attempt to resolve the dispute through friendly consultation.

If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Colorado. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Colorado.

IN WITNESS WHEREOF the parties have duly executed this Service Agreement this ____ day of _____, 200__.

Ask for Mary Louise Please

Customer: _____

Mary Louise Powell