

**JEVE'S PET CARE**  
**SERVICES AGREEMENT**

This Service Agreement (the "Agreement") is a legal agreement between the Client ("you") and Jeve's Pet Care (the "Service Provider") regarding the services which you have chosen to enter into by checking the "I Agree" checkbox on <http://www.jevespetcare.com/-Client-Info.html>. By clicking "I Agree" you acknowledge that you understand and agree to the terms of service contained herein.

**BACKGROUND:**

- A. The Service Provider has the necessary qualifications, experience and abilities to assist and benefit you by providing any of the following services: pet socialization, in home pet sitting, yard or home cleaning, pet visits and in home pet grooming
- B. You desire to enter into this Agreement with the Service Provider and the Service Provider has agreed to accept and enter into this Agreement upon the terms and conditions set out herein.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

**SERVICES AND SCOPE OF WORK**

- 1. The Service Provider shall carry out the Services as agreed to verbally or in writing by you and the Service Provider.
- 2. The Service Provider will not perform any services outside of the agreed to services without explicit instruction from you to do so, and should there be any conflicts or issues identified in connection with the agreed to services that would result in additional effort beyond time estimates, the Service Provider will inform you and will seek approval from you prior to commencing such additional work.
- 3. If the Service Provider recognizes a need (that could not have been reasonably anticipated by either party prior to the completion of the agreed to services) for it to subcontract performance of any part of the agreed to services, the Service Provider will promptly inform you of the nature and scope of the work to be subcontracted, the name of the proposed subcontractor, and the effect, if any, the proposed subcontract will have on timing or cost. You will reasonably evaluate the subcontract proposed by the Service Provider and notify the Service Provider whether you approve the proposed subcontract. If you do not approve the proposed subcontract, you will provide the Service Provider with written reasons for withholding approval.

**OBLIGATIONS OF THE PARTIES**

- 4. The Service Provider represents and warrants to you that it will perform its Services under this Agreement in good faith, in a competent, professional manner consistent with industry standards, (JPC's are above standards) at the time of performance, and in compliance with all applicable laws, rules, and regulations.

5. You will cooperate with the Service Provider's reasonable requests for information and direction necessary for the completion of the agreed to services. The accomplishment of specific tasks and/or objectives is dependent upon the availability and accuracy of the resources and information provided by you. Such information includes detailed, precise and clear specifications relating to any 6 services provided hereunder. Failure to make such resources available to the Service Provider may affect the timeliness and effectiveness of the activities to be performed by the Service Provider. You agree to comply with all applicable laws and regulations with respect to activities under this Agreement.

## **CONFIDENTIAL INFORMATION**

6. Both parties acknowledge that in and as a result of the Service Provider performing the agreed to services for you, the parties will, or may, be making use of, acquiring or adding to information which is confidential to the other party. Such confidential information shall include all data and information relating to the business and management of either party, including but not limited to, proprietary and trade secret technology and accounting records to which access is obtained by either party, computer software, other proprietary data, business operations, marketing and development operations, personal information, and customer information (individually and collectively, the "**Confidential Information**").
7. The parties agree that a material term of this Agreement is to keep all Confidential Information absolutely confidential and protect its release from the public. Both parties agree not to divulge, reveal, or report any of the Confidential Information which such a party has obtained or which was disclosed as a result of this Agreement. The parties agree that if there is any question as to such disclosure then such a party will consult the other party prior to making any disclosure of the information that may be covered by this Agreement.

## **PRIVACY**

8. By entering into this Agreement you are willingly consenting to Jeve's Pet Care collecting and storing your personal information which includes but is not limited to your name, address, e-mail address, home and cell phone numbers, age, pet's name, pet's gender, veterinarian's name, veterinarian's number, and veterinarian's address. All personal information is collected, stored and disclosed in accordance with the *Personal Information Protection and Electronic Documents Act*. All personal information is stored and collected for the purpose of opening an account, having a point of contact and to better provide specified services.

## **FEES, INVOICES AND EXPENSES**

9. In consideration of the work performed by the Service Provider pursuant to this Agreement, you shall pay the Service Provider the amount(s) as agreed to or as shown on <http://www.jevespetcare.com/-Services.html>.
10. The Service Provider will send you invoices for fees and expenses on the via email on booking, weekly and bimonthly. Approval of each invoice is due within 10 days of delivery, (the "**Due Date**"), and invoices will be deemed to be approved if the Service Provider does not receive a dispute in writing by the close of such period. Payment of each invoice is due upon approval.
11. Any amount due and owing to the Service Provider but not paid by you by the Due Date will

bear interest from the Due Date in **10 days** at the rate of three percent (3%) per month or thirty-six percent (36%) per annum or the highest rate allowed under applicable law (whichever is less), until the outstanding amount and interest thereon are paid in full.

12. In the event that you default on any payment after the Due Date (defined above), the Service Provider may suspend Services until the default is cured, and such suspension shall be effective immediately upon written notice by the Service Provider to you. If the default is not cured within thirty (30) days of the notice of default in payment, the Service Provider may terminate this Agreement immediately upon the provision of written notice to you. Upon such termination, the Service Provider shall have no further obligations under this Agreement but all payments due through to the date of termination shall remain due and payable. The Service Provider may take any and all actions necessary to collect payments owing.
13. You shall reimburse the Service Provider for any reasonable and documented expenses incurred in connection with the performance of the Services pursuant to this Agreement, provided that you have approved such expenses in writing.
14. If any appointments are cancelled with less than twenty-four (24) hour notice for a day-time service, you will be responsible for a cancellation fee amounting to fifty (50) percent of the rate. If any appointments are cancelled with less than seventy-two (72) hour notice for an overnight service, you will be responsible for fifty (50) percent of the rate. These cancellation fees apply also in situations where access is not granted to areas such as a home, condominium, apartment or any other type of dwelling that is essential to provide the service agreed to.

#### **LICENSE TO ENTER PROPERTY**

15. If an agreement is reached that Jeve's Pet Care is to provide you any of the following services which include but are not limited to, pet socialization, in home pet sitting, yard or home cleaning, pet visits and in home pet grooming you hereby also grant Jeve's Pet Care and its employees a license to enter your property during the agreed upon times in order to perform the agreed upon services. If the services agreed upon require you to grant access to a home, condominium or apartment or any other dwelling in which you are required to grant Jeve's Pet Care and its employees access, you hereby agree to grant such access at the agreed upon times and dates. If access is not granted for any reason you will be charged a fee in accordance with section 15 of this Agreement.

#### **NOTICES**

16. Any notices, deliveries, requests, demands or other communications required under this Agreement will be deemed to be completed when hand-delivered, transmitted by electronic mail, delivered by an agent, or 15 days after being placed in the post, postage prepaid, to the parties at the following addresses or as the parties may later designate in writing:

#### **Service Provider**

**Name: Jeve's Pet Care**

**Address: 19-550 Ridout St. N**

**Email: [info@jevbespetcare.com](mailto:info@jevbespetcare.com)**

JPC will try to maintain the environment and routine you have encouraged for your pets. We will give our full attention, care and love at all times while caring for your loved ones. We use only positive, composed and nurturing interactions with your pets.

- At Home Pet Care, Dog Walking and Cat Sitting----30-minute visit
- always poop and scoop and litter clean using recyclable bags.
- Arrive within approximately minutes of scheduled time.
- Provide fresh water always, and food if necessary.
- Provide regular updates regarding our visit detailing any new trick, bowel movements, walking habits and fun moments that have occurred.

#### **In Home Pet Sitting: Over Night Stays**

- Arrive approximately 2 hours after your departure and depart 2 hours prior to your arrival at home.
- Be in your homes between the hours of approximately 11:00 PM to 8:00 AM. Then, approximately every 6 hours throughout the day for walks, bathroom break and feeding.
- Give food at approximate scheduled times and provide fresh water throughout the day.
- Take them on 3-15 minute walks during a 24-hour period, spread out accordingly.
- Provide lots of play, hugs, brushing, games and other stimulating interactions.
- Provide occasional e-mail on how your pets are doing. Pictures can be sent if requested.
- Leave a final Note of Care E-mail on completion to give a synopsis of our stay.

For a smooth transition and the best care of your pets, please call, text or e-mail JPC two (2) hours prior to leaving and two (2) hours following your arrival home.

#### **Grooming: time assessed**

1. We allot a 30 min window from scheduled time.
2. Provide agreed upon grooming service in the time assessed. We will try to make the best time assessment prior to starting. We will notify you if the groom will be longer.
3. Clean up after.
4. E-mail before and after pictures of your pets if requested.

## **TERMINATION OF SERVICES**

17. Either the Service Provider or the client may terminate this Agreement, for whatever reasonable reason, upon giving the other party written notice. The termination is effective 30 after the other party receives such written notice (the "**Termination Date**").
18. Upon termination by either party, you shall pay Service Provider for all work done and for all expenses incurred pursuant to this Agreement up to the Termination Date, including any work in progress and any commitments or allocations of resources that cannot be cancelled or reallocated as of the Termination Date.

## **NON-SOLICITATION**

19. In the event that the Client employs or hires by way of employment or consulting contract any professional staff of the Service Provider with whom such party had contact or who performed Services pursuant to this Agreement within two (2) years from the date that the Service Provider ceased providing Services to the Client, such Client shall pay the Service Provider a sum equal to forty (40) percent of the annual compensation of the Recruited Staff to compensate the Service Party for its considerable investment of time, effort and money to train and maintain its staff.

## **GOVERNING LAW**

20. The laws of Ontario, Canada shall govern the validity and construction of this Agreement, and the enforcement of any arbitration awards or any procedural matters relating to the arbitration or any interim measures (as described below) sought during the arbitration process shall atorn to the exclusive jurisdiction of the courts of Ontario, Canada, without regard to any principle of conflict of laws that would result in the application of the laws of any other jurisdiction.

## **LIMITATION OF LIABILITY**

21. BOTH PARTIES WILL IN NO EVENT BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, AGGRAVATED, OR OTHER SIMILAR OR LIKE DAMAGES OR LOSSES, INCLUDING ANY LOSS OF PROFITS, ARISING FROM ANY DEFECT, ERROR, OR FAILURE TO PERFORM, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. The total liability under this Agreement, regardless of cause or theory of recovery, will not exceed, in aggregate, \$ 1500.00. The fees payable hereunder to the Service Provider.

## **GENERAL**

22. The headings and subheadings in this Agreement have been inserted for ease of reference only and shall not be used in interpreting or construing the provisions in this Agreement.
23. This Agreement will ensure to the benefit of and be binding upon each party and their respective heirs, administrators and successors.
24. This Agreement and any applicable Change Authorization, set forth the entire agreement and

understanding of the parties relating to the subject matter herein and replace and supersede all discussions, representations, covenants, promises, negotiations, exchanges, and agreements, whether oral or in writing, between the parties with respect to the subject matter herein.

25. No waiver of rights will be charged against any party unless such waiver is made in writing and signed by an authorized representative of the party that the waiver is to be charged against.
26. In the event of termination of this Agreement by either party, the provisions of the agreement that are intended to operate after termination or conclusion of the Agreement shall continue in full force and effect, including without limitation, the clauses pertaining to compensation, confidentiality, obligations following termination, and the dispute resolution provisions of this Agreement.
27. This Agreement and any schedules attached may be executed in multiple counterparts (which may be exchanged by facsimile or scanned portable document format or PDF), each of which shall be deemed an original and all of which together shall constitute one instrument.