

General Service Agreement

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated day/month/year:

2019

BETWEEN:

_____ of _____
(the "Client")

-AND -

KSP Consulting, LLC (Kimberly Purdy) of 10402 N 10th Street-unit 2, Phoenix, AZ 85020
(the "Contractor").

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

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 Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:
 - Pet Sitting, Boarding, House Sitting, and Transportation. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client. Anything that is over and above the lines of the initial care agreed upon, this agreement will be noted in writing.
 - Origination/Provision of Care Plan services for Family Members.

Term of Agreement

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2. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of any Services provided to this Client, subject to earlier termination as provided in this Agreement.
3. In the event that either Party wishes to terminate this Agreement prior to completion of the Services, that Party will be required to provide at least 48 hours notice to the other Party. Extenuating circumstances may be considered determined by the Party that is not terminating. If the Contractor is the party to cancel, they will do everything they can to provide a substitute and a credit may possibly be applied to the Client's account for future services.

Performance

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect and are met.

Currency

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US \$ Dollars.

Compensation

6. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor as follows:
 - Payment is expected by cash or PayPal and paid in full at the completion of services for each term. A \$10 deposit will be required and will be applied to the total amount due.
 - Client Cancellation Fee is \$5/day of planned time for services to be provided, if not cancelled prior to 48 hours before the contracted time begins.
8. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

- **COMPENSATION RATES:**

Boarding: \$35/night

Additional dog(cat): \$10 each/night

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Extended stay rate: >7 days, \$25/night, additional animals as above

Holidays: \$40/night

Puppy rate: \$40/night

Cat (only in your home) rate: \$30/night

Day care: \$25/day

Additional dog: \$5/day

Drop in visit/short walk: \$16

Animal bath if needed: \$10

Pick up/Drop off (only under special agreement): \$20/ride

House sitting only: \$30/night

Initiation of Care Plan: \$80

Renewal of Care Plan: \$65

Care/appointment assistance: \$18/hour

Reimbursement of Expenses

9. The Contractor will be reimbursed by the Client from time to time for all reasonable and necessary expenses incurred by the Contractor in connection with providing the Services hereunder.
10. The Contractor will furnish receipts to the Client for all such expenses.

Additional Resources

11. The Client agrees to provide, for the use of the Contractor in providing the Services, the following resources:
 - The Client will provide contact information for emergencies, contact and itinerary for Client's travel plans, preferred Veterinarian, vaccination records, medical history with allergies, medications taken, diet restriction and feeding needs (the Client will provide their own food), preferences/routines, completion of The Client Questionnaire and a meet/greet with the Contractor and their canine. If Services are scheduled in the Clients' home and/or overnight, then electricity/water/internet/cable access will be given to Contractor along with access/use of bed, bathroom (toilet paper/tissues), refrigerator, dishes, paper towels, cooking appliances and garage if applicable.

Confidentiality

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12. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
13. The Contractor agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client. This obligation will survive the expiration or termination of this Agreement and will continue indefinitely.
14. All written and oral information and materials disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Return of Property

15. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client and vice versa.

Capacity/Independent Contractor

16. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice: All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows: In writing includes but not limited to email and texting.

- a. KSP Consulting, LLC % Kimberly Purdy
10402 N 10th Street-unit 2, Phoenix, AZ 85020
purdy.kim@gmail.com (480) 227-6991
- b. Client address, email and/or phone number as provided on the questionnaire or to such other address as either Party may from time to time notify the other.

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Indemnification

18. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Additional Clause

19. No expectations of liability upon the Contractor for activities in which the individual being cared for may participate. If pet medications are administered, the Contractor will not be held liable for any complication arising from such said medication or administration thereof. All medical expenses incurred for the individual that care is being provided for will ultimately be the Clients' responsibility. The Contractor will not be held liable for reasonable damages caused by the individual for whom services are being provided.

Legal Expenses

20. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Modification of Agreement

21. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

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22. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

23. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

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

Enurement

25. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Titles/Headings

26. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

27. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

28. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Arizona, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

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29. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

30. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Dates of Service will be on the completed questionnaire for each occurrence.

Signed this day/month/year: _____.

KSP Consulting, LLC

Per: _____
(Contractor)

_____(Client)

Per

