

TERMS OF SERVICE

1. INTRODUCTION

Welcome to Call for Duty Pet Waste Removal LLC. By engaging in our pet-waste removal, dog walking, and pet sitting services, hereafter referred to as “Services,” you agree to be bound by the following Terms and Conditions (“Terms”). Throughout this document, “CFD,” “us,” “we,” or “our” refers to Call for Duty Pet Waste Removal LLC, and “Customer,” “you,” or “your” or “User” refers to the individual or entity utilizing our Services.

The following are the Terms outlines and governs your access to and use of the Site, establishing a legally binding agreement between you and CFD. These Terms encompass any supplementary Terms of Service communicated by CFD via the Site or made accessible to you by CFD.

Our Privacy Policy (“Policy”) elucidates how CFD may utilize and disclose information collected from all users and viewers through the Site.

PLEASE EXAMINE THESE TERMS AND POLICY DILIGENTLY. YOUR ENTRY TO AND/OR USAGE OF THE SITE SIGNIFIES YOUR AGREEMENT TO, AND CONSENT TO BE BOUND BY, THESE TERMS AND POLICY. IF YOU DO NOT AGREE TO AND CONSENT TO BE BOUND BY THESE TERMS AND POLICY, YOU SHOULD REFRAIN FROM USING OR ACCESSING THE SITE.

We reserve the right to modify these Terms and/or Policy periodically, informing you of such modifications through reasonable means, including posting revised Terms or Policy on the Site. Such alterations will not affect any disputes between you and us arising before the date we posted the revised Terms or Policy containing such modifications or otherwise informed you of them.

2. DOG WASTE REMOVAL SERVICE

2.1 Service Offerings:

CFD provides residential and commercial pet waste removal services, including One Time Clean and Weekly Cleaning.

Pricing is determined based on an area size of 1/8th of an acre, with additional charges applicable for larger areas.

2.2 Access to Your Yard:

CFD requires access to the yard to perform services.

If access is obstructed due to locks, blocks, or aggressive dogs, the Customer will be notified, and a grace period will be provided.

Failure to grant access within the specified time will result in a skipped service with applicable charges.

A \$5 driving fee is applied if the Customer requests a return visit.

2.3 Weather Considerations:

Services are weather-dependent.

While CFD operates through rain and cold conditions, severe weather such as thunderstorms, high winds, extreme temperatures, or flooding may impact service.

Monthly subscriptions do not offer refunds for missed scoops due to weather.

3. DOG WALKING SERVICE

3.1 Service Options:

CFD offers dog walking services with time frames of 30, 45, and 60 minutes.

Custom packages are available, and Customers may opt for the monthly walk package, which includes a limited-time bonus of pet waste removal services.

3.2 Dog Walking Schedule:

Walking hours are Monday to Sunday, from 6 am to 10 pm.

Preferred walking days are considered, but specific days and times cannot be guaranteed.

Walks are scheduled based on efficiency, and a meet and greet is required before services commence.

3.3 Excessive Pulling:

Owners may incur a fine of \$1 per walk if their pet is determined to be an excessive puller.

3.4 Equipment and Waste Management:

Owners must provide intact leashes, collars, or harnesses.

If owner-provided equipment is damaged or deemed unsafe, the walker may use CFD's equipment with owner permission.

Waste generated during walks will be disposed of in the owner's trash or city pet waste stations.

3.5 Accessing Home - Dog Walking:

Access to the home is required.

Owners can provide keys, gate codes, or access codes.

If services are canceled, the key will be mailed within 1-3 business days. CFD is not responsible for lost keys once mailed.

Inability to access the home results in a skipped walk with charges still applicable.

4. GENERAL PROVISIONS

These detailed Terms of Service are effective upon acceptance and apply to all Services provided by CFD. It is the Customer's responsibility to review and understand these Terms. CFD reserves the right to modify these Terms at any time, and the updated version will be available on our website. Continued use of our Services constitutes acceptance of any modifications. If you have any questions or concerns, please contact us at cruz@cfdreoval.com

User Responsibilities

When utilizing the Website, the User commits to:

1. Refrain from providing any unlawful content that may compromise the security of the Website or harm fellow Users.
2. Ensure compliance with all laws, contracts, intellectual property rights, and other third-party rights, taking sole responsibility for conduct during Site access or usage.
3. Adhere to these Terms and refrain from engaging in harassing, threatening, intimidating, predatory, or stalking conduct.
4. Avoid using or attempting to use another user's account without explicit authorization from the respective user and CFD.
5. Utilize the Sites in a manner that does not interfere with, disrupt, negatively affect, or inhibit other users' full enjoyment of the Sites, and refrain from actions that could damage, disable, overburden, or impair Site functionality.
6. Abstain from attempting to discover source code or bypassing measures employed to prevent or limit access to any Content, area, or code of the Sites.
7. Restrict access to authorized features or areas of the Sites.
8. Avoid using any robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface unauthorized by us to access the Sites, extract data, or interfere with the rendering of Site pages or functionality.
9. Refrain from soliciting information from users for illegal activities, causing harm to people or property, or engaging in scams.

5. WEATHER - DOG WALKING (Continued)

5.1 Rainy Conditions:

CFD acknowledges that our ability to provide dog walking services is weather-dependent.

Dogs will be walked in the rain unless it is severe or during thunderstorms.

If rain begins during the walk, CFD will promptly return the pet to the owner's home.

The customer's pet will then be taken for a potty break and brought inside to be dried off (owner must provide a towel).

Once inside, the pet will enjoy playtime and cuddles until the scheduled session concludes.

In cases of extreme temperatures making asphalt walking unsafe, playtime, cuddles, and mental stimulation will take place in the backyard.

6. HOLIDAYS

6.1 Non-Service Days:

CFD does not provide Pet Waste Removal/ Dog Walking services on designated holidays, including New Year's Day, Martin Luther King Jr. Day, Presidents Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after Thanksgiving, and Christmas Eve/Christmas Day.

If a scheduled service falls on these holidays, it will be skipped for that week, with no refunds provided.

Missed waste due to a holiday will be addressed during the next scheduled cleaning.

Pet sitting days that fall on a holiday will be subject to a holiday charge.

7. BILLING

7.1 Monthly Billing:

CFD bills customers monthly for recurring services, with charges processed on the 1st of each month.

If a customer's card is declined, service will be discontinued until the issue is resolved.

If more than 30 days have passed since the last cleaning, a first-time cleanup fee will be applied for reinstatement.

Services may be paused for up to 30 days, but if service does not resume after this period, the customer will be removed from our scheduled services.

7.2 One Time Cleanings:

One Time Cleanings require an initial deposit of fifty percent (50%) prior to the scheduled service.

The remaining balance will be billed upon service completion, with final payment due within 24 hours.

If payment is more than 30 days late, the account will be turned over to collections, with fees applied based on various factors.

7.3 Payment for Individual Walks:

All individual walks must be purchased online beforehand.

Monthly package customers can either pay the entire amount upfront or be charged on the 1st of every month.

8. LEAVES, DEBRIS, AND TALL GRASS

8.1 Yard Conditions:

While CFD is committed to thorough cleaning, challenging yard conditions such as tall grass, leaves, or debris may make waste identification difficult.

If the yard isn't maintained before a scheduled cleaning, some waste may be missed.

Missed waste will be collected on the next scheduled cleaning if yard maintenance is completed.

If yard conditions are too difficult to work in, the cleaning will be skipped, with immediate customer notification.

8.2 Cancellation Due to Unworkable Conditions:

If the yard is found to be in unworkable conditions for four (4) consecutive services, the customer's subscription will be canceled with no refund, and immediate notification will be provided.

CFD relies on sight alone to find waste, and customers are encouraged to communicate any concerns about missed waste promptly to cruz@cfdreoval.com.

9. MEET & GREET

9.1 Introduction Requirement:

A meet and greet is mandatory within 48 hours of the first visit.

This session facilitates a positive relationship between the customer, pets, and the pet sitter.

It ensures the comfort of the pet(s) with the pet sitter and vice versa, promoting a successful working relationship.

10. PET SITTING SERVICES

10.1 Service Overview:

During pet sitting, CFD will feed, exercise, and administer medication to the client's pets.

The client is responsible for providing all materials and equipment necessary for feeding, grooming, and medication administration.

If CFD has to purchase any materials or equipment, such as dog food, the customer will be provided with a copy of the receipt for reimbursement.

Pet waste will be removed during walks or playtime in enclosed outdoor areas and disposed of in the customer's trash bin or the nearest pet waste station.

The pet sitter will adhere to the instructions provided by the client, making reasonable efforts to ensure the safety and well-being of the pets.

11. CLIENT'S RESPONSIBILITIES

11.1 Information and Supplies:

The customer is responsible for providing accurate and up-to-date information about their pets, including medical conditions, behavioral issues, and emergency contacts.

Ensure pets are in good health with all necessary vaccinations.

Provide all necessary supplies for the duration of pet sitting services, including food, medications, and other essentials.

12. PAYMENT AND FEES

12.1 Payment for Services:

The client agrees to pay for pet sitting services prior to or on the same day as the services.

Failure to make payment will result in CFD terminating the service, and CFD will not be responsible for the customer's pets.

Additional fees may apply for extra services, such as bathing, grooming, or additional visits.

13. CANCELLATION POLICY

13.1 Notice and Charges:

Cancellations made with less than the required notice may be subject to a cancellation fee, at the discretion of CFD.

Listed are Pet Sitting cancellation time periods. Cancellation charges are as follows:

- 0 - 24 hours prior to service or on Holidays: Payment in full is charged (no refunds).
- 1 - 7 days prior to service: 20% of service total is due (equals an 80% refund).
- 8 days prior to service or more: No charge, refund in full.

CFD does not offer refunds for early returns. If the customer cannot return by the last visit and requires continued pet sitting, a \$10 additional pet visit fee will be charged until the customer arrives.

13.2 Cancellation by Pet Sitter:

The pet sitter reserves the right to cancel or terminate services at any time if the safety or well-being of the pets or the pet sitter is compromised.

Refunds may or may not be given depending on the circumstances.

14. ADDITIONAL FEES

14.1 List of Additional Fees:

- Return request (\$5 per return visit).
- Cleaning rocks/pebbled areas (\$3 per visit).
- Waiting (if requested by the customer - \$5 per visit).
- Diarrhea/loose stools cleaning (\$5 per visit).
- Yard conditions (to be determined on the scene).
- Late payments (based on the length of time).
- Other fees may be applied based on yard conditions.

- The customer will be notified of any additional fees after the current scoop service is completed, and these fees will be added to the next billing invoice.

15. REVISIONS

15.1 Modification of Terms:

CFD reserves the right to modify these Terms and Conditions of Services.

Any modifications will be effective upon posting on our website under “Contact us” section document “Terms and Conditions.”

Customer and site visitors agree to not plagiarize or modify Terms and Conditions.

Subscription-based customers will be notified of upcoming amendments, and the section(s) updated.

Customers are encouraged to visit our site regularly to review changes in our practices.

For subscription customers, amendments will take effect on their next billing cycle.

Continued use of services and payment constitutes acceptance of any changes to the Terms and Conditions.

Some provisions may be superseded by provisions or notices published elsewhere on our site.

If a customer does not accept the updated Terms and Conditions, they may choose to cancel services before their next payment period.

16. AGGRESSIVE ANIMALS

16.1 Handling Aggressive Dogs:

CFD works with friendly dogs in the yard and requests that aggressive dogs be put away during servicing.

If the yard cannot be accessed due to an aggressive dog, the Customer will be given a grace period.

Failure to provide access results in skipped service, notification, and charges for the visit.

Multiple threatening encounters may lead to termination of services with no refund.

CFD will not wait or return to clean the yard if an aggressive dog(s) is found unbound/free on the property.

17. DOG ATTACK

17.1 Safety Measures During Dog Attacks:

In the event of a dog attack, CFD staff will defend themselves by any means necessary to prevent severe bodily harm or death.

Injuries will prompt seeking medical attention, and the Customer’s insurance information will be requested.

The incident will be reported to the proper authorities for further action.

Services will be canceled with no refund in the event of a dog attack.

18. LOOSE STOOLS

18.1 Handling Diarrhea and Loose Stools:

Diarrhea or loose stools may increase the time and effort required for scooping and cleaning/disinfecting supplies.

CFD can collect diarrhea or loose stools at an additional charge of five dollars (\$5.00) per visit upon the customer's request for veterinarian samples.

Proper storage of samples is the customer's responsibility; CFD is not liable if samples go bad or are not accepted by the veterinarian.

To avoid a loose stool cleaning fee, customers may choose to allow waste to dry during the week, collecting it the following week at no additional charge.

19. WATER ACCESS

19.1 Access to Water Supply:

CFD may require access to the customer’s water supply from an outside hose/spigot to mix sanitizing and disinfecting solutions while on-site.

20. DOG INJURY

20.1 Insurance and Veterinary Information:

CFD is insured, and before walks commence, customers must inform CFD of the pet's primary veterinarian.

Customers must fill out a "Permission Form," granting CFD permission to take the pet to the veterinarian on their behalf for any injuries.

In the event of a dog injury, CFD will transport the dog to the nearest emergency clinic, with insurance covering the costs.

21. SERVICE TIMES AND DAYS

21.1 Time and Day Guarantees:

CFD understands that specific time guarantees for yard services are challenging due to external factors such as traffic and previous customer servicing.

The company strictly operates on a service day basis, determining service days based on factors like location, the number of dogs, and additional requested services.

Customers may be notified in advance if their service day changes, a measure taken to optimize route efficiency and effectiveness.

Notifications regarding a technician's imminent arrival, potential yard access issues, and a 15-minute grace period for customer arrival are part of our communication protocol.

A waiting period fee may be incurred if the technician is required to wait for more than fifteen minutes, emphasizing the importance of timely customer arrival.

22. RIGHT TO REFUSAL

22.1 Grounds for Refusal or Termination:

CFD reserves the right to refuse or terminate a customer's service for various reasons to ensure the safety and well-being of all parties involved.

Grounds for refusal or termination include but are not limited to:

- Lack of proper safety conditions.
- Non-compliance with specified Terms and Conditions.
- Inappropriate behaviors from the customer or individuals on or near the yard.
- Instances of sexual harassment or any other uncomfortable or inappropriate situations.

23. VACATIONS

23.1 Notification Requirement:

Customers planning vacations are required to inform CFD within forty-eight hours, allowing for proper route adjustments.

During the vacation period, customers are temporarily removed from the service route and reinstated upon their return.

Failure to provide timely vacation information may result in a \$5 waiting fee.

24. CLEANINGS OUTSIDE OF SERVICE DAY

24.1 Requesting Additional Cleanings

Subscription-based customers have the flexibility to request yard cleaning outside their regular service day with a one-week notice.

The original service day will be skipped to accommodate the additional cleaning, with services resuming on the regular schedule the following week.

Customers are urged to communicate their specific cleaning needs well in advance to avoid a \$10 fee for unscheduled cleanings.

25. REPORTING CHARGES

25.1 Updating Pet Information

Customers are responsible for promptly informing CFD of any changes in the number of pets during a given service week to facilitate subscription plan updates.

Additional fees may be applicable for temporary or long-term pet sitting or the introduction of new pets to the family.

Failure to update relevant information within one week of acquiring an additional pet may result in a fee of fifteen dollars (\$15.00) per observed dog/pet, in addition to the weekly dog fee.

Non-compliance with this policy may lead to service termination and refusal to return for future visits with no refund.

26. LIMITATIONS OF LIABILITY AND INDEMNITY

26.1 Liability Cap:

By utilizing CFD services and making payments, customers acknowledge and agree to limit the company's liability for direct or indirect damages to \$100 during services.

This provision is designed to safeguard both parties involved, ensuring a fair and reasonable approach to addressing any unforeseen circumstances.

In addition to service-related liability, customers accept that CFD and its affiliates are not liable for any losses or damages arising from the use or inability to use the website.

This comprehensive limitation of liability, to the fullest extent provided by applicable law, encompasses various types of losses and damages, whether general, special, consequential, incidental, exemplary, or otherwise.

26.1 Indemnification

To the maximum extent permitted by applicable law, you hereby agree to indemnify, defend, and hold harmless CFD and our respective past, present, and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors, and assigns (individually and collectively referred to as the CFD Parties”) from any and all actual or alleged claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, but not limited to, attorneys’ fees and expenses), and costs (comprising court costs, settlement costs, and indemnification and insurance pursuit costs), of any kind and nature whatsoever. These claims, whether known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law or equity, and arising from or related to: (a) your utilization or misutilization of the Sites, Content, or Services; (b) any Feedback you furnish; (c) your infringement of these Terms; (d) your violation of another's rights; (e) any third party's usage or misuse of the Site or Services provided to you; and (f) any User Content generated, posted, shared, or stored on or through the Site or our pages or feeds on third-party social media platforms. You commit to promptly inform CFD of any third-party claims and to collaborate with the CFD Parties in the defense of such claims. Furthermore, you agree that the CFD Parties shall have control over the defense or settlement of any third-party claims. This indemnity provision operates in addition to, and not in substitution for, any other indemnities stipulated in a written agreement between you and CFD.

27. YOUR CONCERNS

27.1 Contact Information:

- CFD encourages open communication and invites customers with concerns about site material to reach out via email at cruz@cfdremoval.com.
- Addressing customer concerns promptly is a priority, fostering transparency and a commitment to providing a positive customer experience.