# We Let the Dogs Out Natalie Miller, Owner

# **Pet Sitting Agreement**

# 1. Engagement:

Client agrees to engage the Service for pet care as requested by telephone, email, or online. Client authorizes Service to provide services under the terms, conditions, and information declared in the Policies Statement, the Client Profile, the Pet Sitting Agreement, and the Veterinary Information/Release section, all of which shall be part of this contract and collectively referred to as the Agreement.

# 2. Responsibilities of Parties:

Client will provide all necessary supplies and equipment for the safe care of pet(s) including, but not limited to, food, litter, medications, cleaning supplies, leashes, and collars/harnesses. Client authorizes Service to copy keys as necessary. Client agrees to notify Service in a written manner of any concerns related to services agreed to within 24 hours of the Client's return.

Service agrees to provide requested services in a reliable, caring, and responsible manner as instructed by the Client in a written manner via text message, email, and/or online. Such services will be specific and limited to the most current information on record and in accordance with the terms of this Agreement. In the instance of an extended vacation, Service will continue care at the contracted rate until Client confirms via telephone, text message, or email that the Client has returned to the home.

#### 3 Representations and Warrants

Service warrants that it has acquired Liability Insurance and is current.

Client warrants that all pet(s) are identified, licensed, and vaccinated as required by at all times during the term of the Agreement and that Client has legal rights to assign care to the Service. Client also warrants that all information provided as part of this Agreement, including vaccinations and any history of aggression or biting, is accurate in all respects and current at the time of service.

Client warrants that all pet(s) are housed and cared for in compliance with all applicable laws and stipulations including, but not limited to, housing agreements and federal, state, and local ordinances.

### 4. Authorization:

Client authorizes the Service to provide pet care service(s) as outlined in the Policies Statement, Client Profile, the Ongoing Service Dog Profile(s) and the Veterinary Release, all of which shall be part of this contract and collectively referred to as The Agreement.

#### 5. Terms and Fees:

Payment is due under the terms of the Policy Statement according to the type of service. The fee is based on a 20-30 minute visit, and will be discussed during the initial Meet and Greet. The per visit fee may vary, based on the number of pets in the home and Holiday Visits. The standard cost is:

\$25 per 20-30 minute visit, for up to 2 pets. Each additional pet adds \$5 per visit

#### 6. Communications:

Client is responsible for communicating to the Service all services needed, as well as any changes to the pre-stated itinerary. Failure to do so according to the Policies Statement could incur additional fees.

# 7: Veterinary Care:

Client authorizes Service to administer prescribed medications and supplements as directed. In the event of a medical emergency, Service will act on behalf of the Client under the terms and conditions of the Veterinary Information/ Release, including the use of an alternate veterinarian if necessary. Client accepts responsibility for any additional fees or expenses incurred by the Service in responding to emergency care including, but not limited to, additional visits, transportation, housing, food, or supplies. Client releases Service from all liability related to transportation, treatment, or expenses resulting from emergency or special needs as determined by Service or directed by Client.

## 8. Other Emergencies:

In the event of inclement weather, personal emergency, or other emergencies, the Service will continue care with the best judgment for the health and safety of the pets as well as the Pet Sitter. Client authorizes Service to assign another employee, an independent contractor, or to arrange for alternate care to fulfill the responsibilities set forth in this contract including, but not limited to, the Client's designated emergency contact, another pet service, or kennel. Every effort will be made to coordinate/authorize such assignments directly between Service and Client.

#### 9. Property Access:

The client will provide 2 keys to the Service, or keyless entry codes. One key will be kept in a secure lockbox at the Pet Sitter office to be used in emergency situations only, the other key will be used for access to the home as described in the Client Profile requirements. The Service will not grant access to visitors or other vendors who are at the residence. The Service does not accept any responsibility or liability for the property nor for the pets if the client grants access to others. The Service will test both keys for validity during the initial Meet and Greet and will not be held responsible for malfunctioning of the keys or if the client changes the locks without providing new keys. If the client prefers to have a lockbox on site, it will be provided at the owner's expense and the Service will use that solely as the access to the home.

#### 10. General Liability:

The Client waives and relinquishes any and all claims against the Service its employees or assigns, except those arising from proven gross negligence. Client acknowledges that in the event of liability incurred by Service to Client, Client may recover only those fees previously paid by it to Service; Client may not pursue a judgment against other assets owned by Service or its owners, employers, or agent.

# 11. Property Liability:

Service will not grant access to visitors, family, friends, or service persons nor will it enter an occupied residence without expressed written authorization from Client. Service does not accept any responsibility or liability for the property nor for the pet(s) if the Client grants access to others without prior notification or agreement.

Service is not responsible for damage to the home beyond its control including, but not limited to, leaks, electrical problems, and acts of nature. Service will use its best efforts to contact Client or the emergency contact before making a decision to secure the safety and security of the pet(s) and property. Client is responsible for cost of repairs, related fees, and any extra service time by the Service.

Service is not liable for any loss or damage in the event a burglary or other crime that should occur while under this contract. Client agrees to secure home prior to leaving the premises. Service will re-secure the home to Client instructions at the end of each visit. Client authorizes Service to engage a locksmith at Client's sole expense if a key is not left for use or in the event of a malfunction of the door lock, key, or door system. Client also agrees to reimburse Service for all costs incurred and to hold Service harmless for consequences related to the activities of the locksmith.

# 12. Pet Liability:

Service does not accept responsibility or liability for injury, disappearance, death, fines, or pregnancy of pet(s) with unrestricted or unsupervised access to the outdoors regardless of fence type.

Service does not accept responsibility for injuries to a pet inflicted by another pet.

Service shall not be held responsible for any damage to Client's property, or that of others, caused by the Client's pet during the period of care.

Client agrees to indemnify and hold harmless Service in the event of any claim of injury to any person caused by the pet(s). Client will be responsible for all medical expenses and damages for injuries to Service employees or others caused by the pet(s).

Client agrees to indemnify and hold harmless Service in the event of any claim of liability resulting from action taken by the Service to comply with federal, state, and local ordinances or residential agreements. Client will be responsible for all assigned fines, expenses, and damages.

# 13. Sharing of Pet Sitting Responsibility:

Service cannot allow the Client to "share" pet sitting responsibilities with another party while Client is away from the residence, regardless if it's a family member, friend, neighbor, another professional Pet Sitter, or any other individual(s) without written agreement from the Service in advance. The service will either accept or decline the request, based upon the unique situation.

If the service declines the request and a prepayment was made, then a full refund will be made to the Client, pending verification that it's within the acceptable cancellation period as shown in the Policies Statement.

If this is an emergency situation and no other arrangements can be made in advance, then the Client must put an immediate statement in writing (via text/email) to the Service that will be reviewed and kept on file. This statement must "agree to a waiver of liability for the Service" and include the names of the additional individuals that will be allowed inside the residence, due to these extenuating circumstances. Under these conditions, the Service will continue to care for the pet(s) along with the other designated individual(s) mentioned in the statement until the Client has returned to the residence.

#### 14. Termination:

Client agrees this contract shall operate, in its entirety, without further written authorization until terminated by either party by providing 14 days written notice by email or letter, designated below, to the other party. Without such action, all terms and conditions of this Agreement will expire six months from the last date of service. Service holds sole discretion and reserves the right to terminate this Agreement at any time if the pet(s) become violent or dangerous or if the environment is deemed unsafe.

# 15. Entire Agreement:

This Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

#### 16. Additional Services:

Upon request of Client, Service will provide additional services, at the billable rate specified herein.

## 17. **Delay**:

Service shall not be liable for damages for any delay in performing its services herein if such delay is caused by conditions beyond its control, including, but not limited to, acts of God, government restrictions, strikes, and weather.

# 18. Attorney's Fees:

In the event of a breach of the terms herein by either party, the nonbreaching party shall be entitled to recover its reasonable attorney's fees incurred in enforcing its rights herein, in addition to any other damages to which it may be entitled.