**Pet Sitting Contract**

This Pet Sitting Contract (this “Agreement”) is made as of this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, 20 \_\_\_\_\_** by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Client”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Sitter”), (each, a “Party” and collectively, the “Parties”) at this physical address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This document gives the Pet Sitter the authorization to enter the Client’s listed address as needed to perform the agreed upon services. Any reference to pets in this contract shall refer to those specified in Section 2 below.

 **1. Relationship and Responsibilities**

It is expressly understood that the Client retains the services of the Sitter as an Independent Contractor and not as an employee. The Sitter undertakes to perform the agreed-on services in an attentive, reliable and caring manner and the Client undertakes to provide all necessary information to assist in this performance.

**2. Pet(s) Information.**

The care and services provided under this Agreement shall be for the following pet(s).

Name Age Gender Breed

**3. Duration**

3.1. This Pet Sitting Contract shall come into effect on the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_ and shall terminate on the \_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_.

3.2. The term of this Pet Sitting Contract may be extended if requested by the Client and so accepted by the Sitter.

**4. Emergencies**

In the event of an emergency, the Sitter shall contact the Client at the numbers provided to confirm the Client's choice of action. If the Client cannot be reached in a timely manner, the Sitter is authorized to contact the Emergency Contact or Veterinarian if Emergency Contact is not available; as well as:

4.1. Transport the pet(s) to the listed veterinarian or Emergency Veterinarian.

Emergency Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Veterinarian Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agreed Upon Emergency Veterinarian Name, Address and Phone#:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**5. Payment Information**

5.1. The Client will pay the Sitter the total amount outlined in the Compensation Agreement per the agreed upon dates.

5.2. The Client will incur a $25 fee for each returned check as well as any bank fees.

5.3. Client agrees to reimburse Sitter for reasonable expenses incurred arising from/relating to : Medical care and treatment, emergency medical care, services provided by a Veterinarian, and supplies as agreed to between Client/Sitter. The Sitter shall retain and submit receipts as proof of additional expenses. The Sitter will not make such purchases without verbal discussion / agreement from the Client.

6. **Cancellation or Termination**

6.1 If the Client cancels the contract for any reason after the **contract signing date** the agreed upon cancellation fee will be retained by the Sitter.

6.2. Where the Sitter as sole proprietor needs to cancel later than 72 hours prior to the Client's departure due to unforeseen circumstances, he/she may appoint a substitute with the written approval of the Client.

6.3. Should any pet become aggressive or dangerous, the Sitter may:

6.3.1. Arrange with the pet's Emergency Contact to assume responsibility for the pet until the Client's return;

6.3.2. Place the pet into a kennel or animal care facility at the Client's expense if the Emergency Contact is unable or unwilling to assume responsibility for the pet.

6.3.3. In either event as described above, this contract shall be deemed terminated unless the Sitter agrees to continue with other home caring duties and/or caring for other listed pets at no reduction in compensation.

6.4. Termination under the circumstances described above shall not entitle the Client to any refunds nor relief of any outstanding payments due.

**7. Liability**

7.1. The Sitter accepts no liability for any breach of security or loss of or damage to the Client's property if any other person has access to the property during the term of this agreement.

7.2. The Client shall be liable for all medical expenses and damages resulting from an injury to the Sitter caused by the pet as well as damage to the Client's property.

7.3. The Sitter is released from all liability related to transporting pet(s) to and from any veterinary clinic or kennel, the medical treatment of the pet(s) and the expense thereof.

**8. Indemnification**

 If the pet(s) described in Section 2 accidentally dies, becomes ill, injured, or lost, Pet Owner waives and releases Pet Sitter from any claim arising from such an incident. If the pet(s) bites or injures Pet Sitter, any other human or animal, Pet Owner will be responsible for any resulting injury. In addition, Pet Owner shall hold harmless and indemnify Pet Sitter against any and all costs, expenses, losses, liabilities and claims arising out of or relating to any acts of the pet(s) except if arising out of the negligence or intentional misconduct on the part of the Pet Sitter.

**9. Security**

The Sitter warrants to keep safe and confidential all keys, remote control entry devices, access codes and personal information of the Client and to return to the Client at the end of the contract period or immediately on demand.

**10. Whole Agreement**

This Pet Sitting Contract, Compensation Agreement, Client/Pet Information sheet, and the Veterinary Release Form constitute the sole and entire agreement between the parties with regard to the subject matter hereof and the parties waive the right to rely on any alleged expressed or implied provision not contained therein. Any alteration to this agreement must be in writing and signed by both parties.

**11. Assignment**

No party may assign any of its rights or delegate or assign any of its obligations in terms of this Pet Sitting Contract without the prior written consent of the other party, except if inclement weather or a bona fide emergency prohibits the Sitter from fulfilling his/her duties in which event the pet's Guardian may be called upon to care for the pet(s).

**12. Governing Law**

This Pet Sitting Contract and Agreement shall be construed, interpreted and governed in accordance with the laws of the State of \_\_\_\_\_\_\_\_\_\_\_ and should any provision of this Contract be judged by an appropriate court as invalid, it shall not affect any of the remaining provisions whatsoever.

**15. General**

The parties agree that any or all parts of this agreement may be submitted to the other party in legible and recordable electronic form and upon acknowledgement of receipt by the receiving party shall become valid parts of the agreement.

**Client's Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Sitter's Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_day of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_ by the Client who warrants his/her authority to

enter into this agreement.