



## **PET CARE & DOG WALKING CONTRACT**

This Pet Care & Dog Walking Contract (“Contract”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”) by and between the pet parent/s: \_\_\_\_\_ (jointly and severally if more than one, hereinafter referred to as the “Owner”), and Kelly Moe, having a business address of \_\_\_\_\_ (hereinafter Referred to as the “Pet Care Provider”). The covenants and conditions stated in this Contract shall bind the Owner and the Contractor jointly and severally.

Whereas the Owner wishes to engage the Pet Care Provider, and the Pet Care Provider agrees to undertake the services under the terms and provisions defined in this Pet Care & Dog Walking Contract as well as the Owner's Information sheet, Pet Information sheet(s), and the Veterinary Release Form which shall all become part of this Contract. Any reference to dogs or pets in this contract shall refer to those specified on the Pet Information sheet(s).

### **1. Relationship and Responsibilities**

1.1. It is expressly understood that the Owner retains the services of the Pet Care Provider as an Independent Contractor and not as an employee. Pet Care Provider shall be responsible for their insurance and all statutory declarations and payments concerning income tax and VAT where applicable.

1.2. The Pet Care Provider undertakes to perform the agreed-on services in an attentive, reliable, and caring manner, and the Owner also provides all necessary information to assist in this performance.

1.3. Pet Care Provider undertakes to notify the Owner of any occurrence about the dog that may be relevant to the care and well-being of the dog.

1.4. The Owner will supply a scooper and waste bags, and the Pet Care Provider will duly remove the dog's feces from all public places when on the clock.

1.5. Pet Care Provider reserves the right to walk other compatible dogs simultaneously but limits the number of dogs walked with one person to two dogs.

1.6. The Owner will provide suitable harnesses, collars, and leads approved by the Pet Care Provider and coats or muzzles if required. For liability reasons, your dog will never be off leash for any reason except for a medical emergency.

1.7. The Pet Care Provider shall not be obliged to perform any other duties except those specified on the Owner's and Pet Information sheets.

## 2. Compensation

Payment is required before the services start. Additional fees may apply for missing the 24-hour cancellation window. Payments are accepted now via **Zelle**, **CashApp**, **Venmo**, **Cash** (with receipt provided), and **PayPal**. Please ask for specific links for electronic payments. Service prices and a credit card payment option are also available via my website [partofthepackpdx.com](http://partofthepackpdx.com). Note payment interfaces are subject to change.

## 3. Duration

3.1. This Pet Care & Dog Walking Contract shall come into effect on the \_\_\_\_ day of \_\_\_\_\_ 2024 and shall:

A. Terminate on the \_\_\_\_ day of \_\_\_\_\_ 2024.

## 4. Cancellation or Early Termination

4.1. For recurring weekly clients, either party agrees to give fourteen-day aka two weeks' written notice with termination of this Contract. The owner agrees to a 24-hour cancellation policy regarding daily walks. And a full one-week notice for overnight cancellations.

4.2. Cancellation by the Owner of scheduled walks with less than 24 hours' notice may be charged at the full rate or rescheduled at the discretion of the Pet Care Provider.

4.3. Where the Pet Care Provider as sole proprietor needs to cancel a scheduled walk due to unforeseen circumstances, he/she/they may appoint a substitute Pet Care Provider with the Owner's written approval, and any difference in the fees charged shall be for the account of the Pet Care Provider.

4.4. Should any dog become aggressive or dangerous, the Pet Care Provider may terminate this dog walking contract immediately.

4.5. Any wrongful or misleading information in the Owner's Information or Pet Information sheets may constitute a breach of the terms of this Pet Care & Dog Walking Contract and be grounds for instant termination thereof.

4.6. Termination under the circumstances described in 4.4 or 4.5 above shall not entitle the Owner to any refunds nor relief of any outstanding payments due.

## **5. Liability**

5.1. The Pet Care Provider will carry liability insurance and an official LLC relative to the services performed and made available to the Owner by May 25, 2024. The Owner acknowledges that they are familiar with this good-faith grace period and that dates of LLC filing are subject to change.

5.2. The Pet Care Provider accepts no liability for any breach of security or loss of or damage to the Owner's property if any other person has access to the property during the term of this agreement.

5.3. The Pet Care Provider shall not be liable for any mishap of whatsoever nature that may befall a dog or caused by a dog who has unsupervised access to the outdoors.

5.4. The Owner shall be liable for all medical expenses and damages resulting from an injury to the Pet Care Provider caused by the dog and damage to the Owner's property.

5.5. The Pet Care Provider is released from all liability related to transporting dog(s) to and from any veterinary clinic or kennel, the medical treatment of the dog(s), and the expense thereof.

5.6. The Owner authorizes this signed contract to be valid approval for future services of any purpose provided by this Contract, permitting the Pet Care Provider to accept telephone or email reservations for service and enter premises without any additional signed contracts or written authorization. The term of this contract shall be until either party communicates the termination of the Contract in writing.

5.7. The Pet Care Provider is authorized to walk the dog(s) as this Contract outlines.

5.8. The Owner understands that this Contract is for walking, drop-ins, and overnights only and will not include training.

5.9. The Owner agrees to notify the Pet Care Provider of any concerns within 24 hours. In case of an emergency, inclement weather, or a natural disaster, I authorize the Pet Care Provider to use their reasonable judgment for the care and well-being of my pet(s) and house.

I understand that the Pet Care Provider can terminate this contract if my pet threatens the safety or health of the Pet Care Provider or the community due to aggressive behavior.

## **6. Indemnification**

The Owner agrees to indemnify and hold harmless the Pet Care Provider, respective employees, or successors and assigns from any claims arising from either party's willful or negligent conduct.

## **7. Emergencies**

In an emergency, the Pet Care Provider shall contact the Owner at the numbers provided to confirm the Owner's choice of action. When the Owner cannot be reached timeously, the Pet Care Provider is authorized to:

- 7.1. Transport the dog(s) to the listed veterinarian;
- 7.2. Request on-site treatment from a veterinarian;
- 7.3. Transport the dog(s) to an emergency clinic if the previous two options are not feasible.

## **8. Security**

The Pet Care Provider warrants to keep safe and confidential all keys, remote control entry devices, access codes, and personal information of the Owner and to return same to the Owner at the end of the contract period or immediately upon demand.

## **9. House Keys**

One copy of your house key, building key, or key code is required. If the Owner does not have a copy ready for the Pet Care Provider at the pre-service appointment, the Pet Care Provider can make a copy for you for \$10 per key.

## **10. Relaxation of Terms**

No relaxation, indulgence, waiver, or release by any party of any of the rights in terms of this agreement on one occasion shall prevent the subsequent enforcement of such rights and shall not be deemed to be a waiver of any subsequent breach of any of the terms.

## **11. Governing Law**

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

## **12. General**

The parties agree that any or all parts of this Contract may be submitted to the other party in legible and recordable electronic form and, upon acknowledgment of receipt by the receiving party, shall become valid parts of the agreement. Paragraph headings are for the convenience of reference only and are not intended to have any effect in the interpretation or determining of rights or obligations under this agreement.

### **13. Inclement Weather Policy**

In the best interest of your dog and the Pet Care Provider, walks longer than 15 minutes will not occur if the temperature is below 25F or above 95F or high winds or heavy rain prevent normal walking conditions. In inclement weather, the dog will be given a potty break, and the rest of the time will be spent playing indoors.

### **14. Whole Agreement**

This Pet Care & Dog Walking Contract and Owner's Information sheet, Pet Information sheet(s), and the Veterinary Release Form attached constitute the sole and entire agreement between the parties concerning 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.

### **15. Assignment**

No party may assign any of its rights or delegate or assign any of its obligations in terms of this Pet Care & Dog Walking Contract without the prior written consent of the other party, except where otherwise stated.

### **16. Binding Effect**

The terms of this Contract shall be binding upon and accrue to the benefit and be enforceable by either party's successors, legal representatives, and assigns.

## **DOG WALKING CONTRACT (CONTINUED)**

### **Section 1: Contact Information**

Dog's Name(s) \_\_\_\_\_

Address \_\_\_\_\_

Primary Owner's Name \_\_\_\_\_

Cell Phone \_\_\_\_\_

Email \_\_\_\_\_

Secondary Owner's Name \_\_\_\_\_

Cell Phone \_\_\_\_\_

Email \_\_\_\_\_

### **Emergency Contacts**

Please circle yes or no if they have a copy of your house key. They should be able to decide about caring for your pets or home if we cannot reach you in an emergency.

Name \_\_\_\_\_  
Relation \_\_\_\_\_  
Phone \_\_\_\_\_  
Key Y/N

Name \_\_\_\_\_  
Relation \_\_\_\_\_  
Phone \_\_\_\_\_  
Key Y/N

Should we expect anyone at or in your home during your absence? Y /N  
If yes, who?

**Veterinary Information**

Name of hospital \_\_\_\_\_  
Preferred Doctor \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_

**Section 2: Dog Profile**

Male / Female

Name \_\_\_\_\_

Spayed / Neutered: Y / N

City License Number \_\_\_\_\_

Microchipped: Y / N

Breed

Age/DOB \_\_\_\_\_

Color(s) \_\_\_\_\_

Favorite toys/games \_\_\_\_\_

Food allergies/restricted foods \_\_\_\_\_

Major medical conditions (past or present) \_\_\_\_\_

Medications (name, dosage, frequency) \_\_\_\_\_

Has your dog ever shown signs of aggression towards a person or other animals/dogs (hackles, growls, lunges, air snaps, contact bites) \_\_\_\_\_

\*If your pet is reactive or aggressive towards other dogs or unfamiliar people, then a behavior evaluation/assessment might be necessary before a contract or service is honored

Any restricted exercises by a veterinarian? \_\_\_\_\_

Any behavioral concerns or issues (resource guarding behaviors, storm phobias, noise phobias, separation anxiety, sibling rivalry, etc.) \_\_\_\_\_

Please tell us where you will keep the following items and any applicable instructions:

Leash \_\_\_\_\_  
Collar/Harness \_\_\_\_\_  
Crate \_\_\_\_\_  
Treats \_\_\_\_\_

### Section 3: Contracted Walks

Type of walk/visit:

- Drop-ins w/ a potty break (30-1hr)
- ½ Hour Walk (30 min)
- 1 Hour Walk (60 min)
- Vacation Visits & Overnights
- Periodic Walks on Request

### Section 4: Policies and Requirements

#### Dog requirements

- Must be fully vaccinated and current. Proof may be required from your veterinarian.
- Be licensed with the City of Oregon (recommended).
- Must have a safe and strong leash.
- Must have a flat collar with identification tags (name, license, contact numbers).
- A preferred general friendliness with unfamiliar people, dogs, and minors.

I, the Owner, attest that all the above information is accurate. If anything changes from what is listed, I will inform the Pet Care Provider before the next service is scheduled.

This signed document gives the Pet Care Provider authorization to enter the address listed above to perform the necessary service/s booked.

#### **PET CARE PROVIDER:**

**Kelly Moe, Part of the Pack**

**Phone: (971) 319-1091**

**Email: [kelly@partofthepackpdx.com](mailto:kelly@partofthepackpdx.com)**

**Web: [www.partofthepackpdx.com](http://www.partofthepackpdx.com)**

#### **OWNER: PET PARENT/S:**

\_\_\_\_\_  
[Signatory]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Signatory]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Signatory]

\_\_\_\_\_  
[Date]