



PART OF THE PACK: PET CARE CONTRACT

This Pet Care 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 Part of the Pack, LLC, 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 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 "Pet(s)" 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 Pet that may be relevant to the care and well-being of the Pet.

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

1.5. If applicable, the Pet Care Provider reserves the right to walk other compatible Pet(s) simultaneously but limits the number of Pets walked with one person to up to 3 Pets.

1.6. If applicable, 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 Pet 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 prior to the start of services. Any cancellations made less than 24 hours in advance may incur additional fees. Payments are accepted via cash, [CashApp](#), [Venmo](#), and Zelle using the email info@partofthepackbayarea.com. Current service rates and credit card payment options are also available online. For the latest links to electronic payments, please reach out directly. Please note, payment methods may be updated or changed over time.

3. Duration

3.1. This Pet Care 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 (two weeks') written notice with termination of this Contract. The owner agrees to a 24-hour cancellation policy regarding daily services. 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 Pet(s) become aggressive or dangerous, the Pet Care Provider may terminate this Pet Care 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 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.

4.7 Nonrefundable Services and Credit Policy

All services are nonrefundable. In the event of a cancellation, the amount paid for the canceled services will be automatically rolled over as a credit to be used for future services with Part of the Pack. The credit will remain valid for up to [3 Months] from the original service date.

5. Liability

5.1. Part of the Pack is an insured LLC.

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 Pet or caused by a Pet 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 Pet and damage to the Owner's property.

5.5. The Pet Care Provider 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.

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 for pet care services 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 the Pet(s) and dwelling space. 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. House Cleanliness

The Homeowner agrees to maintain the premises in a reasonably clean and habitable condition at the start and throughout the duration of the pet care services. Should the premises fail to meet these cleanliness standards, the Pet Care Provider reserves the right to:

1. Impose an additional cleaning fee to restore the premises to acceptable conditions.
2. Convert the service from an overnight stay to drop-in visits, at a rate of \$90 per day, due to pre-reserved time and transportation considerations.

Additionally, the Pet Care Provider reserves the right to charge extra fees during or after the service period for issues including, but not limited to:

- Lack of overall house cleanliness.
- Clean-up of pet vomit or diarrhea.
- Any messes caused by the pets.

7. 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.

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

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Inclement Weather Policy

In the best interest of your Pet and the Pet Care Provider, visits and services may be canceled if the temperature is below 25F or above 95F or high winds or heavy rain prevent normal transportation conditions. In inclement weather occurs while services are in the process of being provided, the Pet will be given potty breaks, fed, and the rest of the service time will be spent playing indoors.

15. 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.

16. Assignment

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

17. Photo Release

By signing this agreement, you give Part of the Pack permission to photograph your pet during the course of services and to use those professional photographs on our website, social media accounts, and marketing materials. We ensure that no identifiable addresses, landmarks, or personal items will be included in any images to protect your privacy. Examples are up on www.partofthepackbayarea.com and our social media accounts such as Instagram: [@partofthepackbayarea](https://www.instagram.com/partofthepackbayarea), and [Facebook](https://www.facebook.com/partofthepackbayarea).

18. SMS Privacy Policy

Part of the Pack LLC may disclose Personal Data and other information as follows::

- Third Parties that Help Provide the Messaging Service: We will not share your opt-in to an SMS short code campaign with a third party for purposes unrelated to supporting you in connection with that campaign. We may share your Personal Data with third parties that help us provide the messaging service, including, but not limited to, platform providers, phone companies, and other vendors who assist us in the delivery of text messages.
- Additional Disclosures: Affiliates: We may disclose the Personal Data to our affiliates or subsidiaries; however, if we do so, their use and disclosure of your Personal Data will be subject to this Policy. All the above categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties.

19. 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.

PET CARE CONTRACT (CONTINUED)

Section 1: Contact Information

Pet'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: Pet 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, hisses, lunges, air snaps, contact bites) _____

*If your Pet is reactive or aggressive towards other animals 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.) _____

If applicable, please detail where you will keep the following items and any applicable instructions:

Leash _____

Collar/Harness _____

Crate _____

Treats _____

Section 3: Contracted Services

Type of services:

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

Section 4: Policies and Requirements

Pet Requirements

- Must be fully vaccinated and current. Proof may be required from your veterinarian.
- Be licensed with the City of Oregon (recommended).
- If applicable, the Pet 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, other animals, 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 LLC

Phone: (707) 366-0130

Email: info@partofthepackbayarea.com

Web: www.partofthepackbayarea.com

OWNER: PET PARENT/S:

[Signatory]

[Date]

[Signatory]

[Date]

[Signatory]

[Date]