

Scales and Tails Pet Sitting Contract

This Pet Sitting Contract is made effective as of _____, by and between _____ and *Ashley Abel* on behalf of *Scales and Tails Pet Sitting Service*. In this Contract, the party who is contracting to receive the services shall be referred to as 'Owner' and the party who will be providing the services shall be referred to as 'Pet Sitter.'

Whereas the Owner wishes to engage the Pet Sitter and the Pet Sitter agrees to undertake the services under the terms and provisions defined in this Contract as well as the Client Information Form (Exhibit A) and the Veterinary Instructions and Release Form (Exhibit B) which shall both become part of this Contract. Any reference to pets in this Contract refers to the pets specified on the Client Information Form.

Pet Sitter will provide the services stated herein in a reliable, caring, and trustworthy manner. In consideration of these services and as an express condition thereof, Owner expressly waives and relinquishes any and all claims against Pet Sitter except those arising from gross negligence or willful misconduct on the part of Pet Sitter.

DESCRIPTION OF SERVICES.

Beginning on _____, the Pet Sitter will provide the following services:

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PAYMENT FOR SERVICES.

Pet Sitter shall be paid the amount of \$_____ in advance, and no deductions shall be made for the late departure and/or early return of Owner. If Owner lengthens their absence, Owner must telephone Pet Sitter a minimum of 12 hours in advance of last Service to be rendered, in order to be put back on Pet Sitter's schedule. Fees for additional visits will apply and shall be paid promptly.

Additional fees may include the purchase of necessary items by Pet Sitter for the care of the pets if not provided by Owner. Pet Sitter shall retain and submit receipts as proof of additional expenses. Owner agrees to pay all additional fees incurred promptly upon their return.

If a medical emergency arises for pet(s), Pet Sitter will make every effort to contact the Owner but if time is of the essence, Owner authorizes Pet Sitter to seek medical services at the closest Veterinarian Hospital. Owner agrees to reimburse Pet Sitter for all services rendered by Veterinarian in accordance with Owner's wishes as stated and signed in the "Veterinary Instructions and Release Form."

Owner represents and warrants that Pets are currently vaccinated in accordance with all local and state laws and regulations. Owner agrees to indemnify, defend and hold harmless Pet Sitter from all liabilities, claims and expenses, including reasonable attorney's fees, that arise from or relate to Pets' behavior, including without limitation property damage, personal injury, or death caused by Pets. Pet Sitter reserves the right to terminate this contract at any time before or during its term if Pet Sitter, in their sole discretion, determines that Owner's pet(s) pose a danger to the health and/or safety of Pet Sitter. If this occurs, Pet Sitter will notify the Owner immediately of the problem and determine whether Owner will return or if pet(s) will need to be placed in a kennel with all charges to be charged to the Owner.

In the event of inclement weather or natural disaster, Pet Sitter will use their best judgment in caring for Owner's pet(s) and home but cannot be held responsible for any damage to home or injury to pet arising from such. If an emergency arises (such as a pipe rupture, flooding, earthquake, fire, break in, power failure, animal destroying fence, etc.), Pet Sitter will make every effort to contact Owner and follow their instructions. If Owner cannot be reached or immediate action is necessary, Owner authorizes Pet Sitter to make any repairs deemed necessary by the Pet Sitter. In the event of such an emergency, Owner shall immediately reimburse Pet Sitter for expenses incurred, plus any additional fees or expenses for attending to such an emergency. Owner agrees to defend, indemnify and hold harmless Pet Sitter from all liabilities, claims and expenses, including reasonable attorney's fees, which arise from or relate to such decisions.

Owner is responsible for providing keys to access their home or building. Any locksmith fees incurred as a result of providing faulty keys is the financial responsibility of the Owner.

Owner is to notify Pet Sitter if anyone else has keys or access to Owner's property other than Pet

Sitter during the time the Pet Sitter is caring for Owner's home and pet(s). Pet Sitter cannot be held liable for damage done to home and pet(s) by others with such access. In addition, Pet Sitter shall not be held liable for damage done by pet to either the interior or exterior of home when Pet Sitter is not there. Pet Sitter is not liable for pets that are left outside or may escape when Pet Sitter is not in attendance.

Either party may terminate this Contract at any time for any reason or no reason by providing the other party with notice of such termination. This Contract constitutes the entire agreement between the parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions between the parties, whether oral or written. The validity, construction and performance of this Contract shall be governed by and construed in accordance with the substantive law of the Commonwealth of Colorado, without regard to conflicts of law provisions. Should any section, provision or portion of the Contract be held to be invalid, illegal, void or unenforceable, then such section, provision or portion shall be deleted from this contract. The remainder of this contract shall continue in full force and effect to the maximum extent permissible.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first written above.

(Pet Owner: Signature)

(Pet Owner: Print Name and Date)

(Pet Sitter: Signature)

(Pet Sitter: Print Name and Date)