

## Pet Sitting Contract

This Pet Sitting Contract (this "Contract") is made effective as of \_\_\_\_\_(date)\_\_\_\_, by and between \_\_\_\_\_(pet owner)\_\_\_\_\_, of \_\_\_\_\_(city)\_\_\_\_\_, \_\_\_\_ (state)\_\_\_\_, \_\_ (zip), and \_\_\_\_\_(pet sitter)\_\_\_\_\_, of \_\_\_\_\_(city)\_\_\_\_\_, \_\_\_\_\_(state)\_\_\_\_\_, \_\_\_\_\_(zip)\_\_\_\_\_.

Whereas \_\_ (pet owner)\_\_\_\_\_ wishes to engage \_\_\_\_ (pet sitter)\_\_ and \_\_ (pet sitter) \_\_\_\_ agrees to undertake the services under the terms and provisions defined in this Pet Sitting Contract as well as \_\_\_\_\_(pet owner)\_\_\_\_\_'s Information sheet (Exhibit A), Pet Information sheet (Exhibit B) and the Veterinary Release Form (Exhibit C) which shall all become part of this Contract. Any reference to pets in this contract shall refer to those specified on the Pet Information sheet.

**DESCRIPTION OF SERVICES.** Beginning on \_\_ (date) , \_ (pet sitter)\_\_\_\_\_ will provide the following services (collectively, the "Services"):

Visits to the pet owner's home, usually 20-30 minutes each, to care for pets and the home during \_\_\_\_\_(pet owner)\_\_\_\_\_'s absence.

Provide walks and exercise at midday or other times as needed for the pet.

**PAYMENT FOR SERVICES.** \_\_\_\_ (pet sitter)\_\_\_\_\_ shall be paid the amount of \$\_\_\_\_ and no deductions shall be made for late departure or early return.

Additional fees may include the purchase of necessary items for the care of the pet, including but not limited to pet food, litter or cleaning supplies, transportation, unexpected visits and emergency expenses for health care. \_\_\_\_ (Pet sitter)\_\_\_\_\_ shall retain and submit receipts as proof of additional expenses.

The amount of \$\_\_\_\_\_ shall be payable in advance and payment of all additional fees or expenses effected within 30 days of receipt of the billing for the outstanding balance.

**TERM/TERMINATION.** This shall terminate automatically on \_\_\_\_ (date)\_\_\_\_\_.

**EMERGENCIES.** In the event of an emergency, \_\_\_\_ (pet sitter)\_\_\_\_\_ shall contact \_\_\_\_ (pet owner)\_\_\_\_\_ at the numbers provided to confirm \_\_\_\_ (pet owner)\_'s choice of action. If \_\_\_\_ (pet owner)\_\_\_\_\_ cannot be reached in a timely manner, \_\_\_\_\_ (pet sitter)\_\_\_\_\_ is authorized to:

- a. Transport the pet(s) to the listed veterinarian on the attached Veterinary Release Form;
- b. Request on-site treatment from a veterinarian;

c. Transport the pet(s) to an emergency clinic if the previous two options are not feasible.

**RELATIONSHIP OF PARTIES.** It is understood by the parties that \_\_\_\_\_(pet sitter) \_\_\_\_\_ is an independent contractor with respect to \_\_\_\_\_(pet owner)\_\_\_\_\_, and not an employee of \_\_\_\_\_(pet owner)\_\_\_\_\_. \_\_\_\_\_(pet owner)\_\_\_\_\_ will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of \_\_\_\_\_(pet sitter)\_\_\_\_\_.

**SECURITY.** \_\_\_\_\_(pet sitter)\_\_\_\_\_ warrants to keep safe and confidential all keys, remote control entry devices, access codes and personal information of \_\_\_\_\_(pet owner)\_\_\_\_\_ and to return same to \_\_\_\_\_(pet owner)\_\_\_\_\_ at the end of the contract period or immediately upon demand.

**INJURIES.** \_\_\_\_\_(Pet owner)\_\_\_\_\_ acknowledges \_\_\_\_\_(pet sitter)\_\_\_\_\_'s obligation to obtain appropriate insurance coverage for the benefit of \_\_\_\_\_(pet sitter)\_\_\_\_\_ (and \_\_\_\_\_(pet sitter)\_\_\_\_\_'s employees, if any). \_\_\_\_\_(Pet sitter)\_\_\_\_\_ waives any rights to recovery from \_\_\_\_\_(pet owner)\_\_\_\_\_ for any injuries that \_\_\_\_\_(pet sitter)\_\_\_\_\_ (and/or \_\_\_\_\_(pet sitter)\_\_\_\_\_'s employees) may sustain while performing services under this Agreement and that are a result of the negligence of \_\_\_\_\_(pet sitter)\_\_\_\_\_ or \_\_\_\_\_(pet sitter)\_\_\_\_\_'s employees.

**INDEMNIFICATION.** The parties agree to indemnify and hold harmless each other as well as respective employees, successors and assigns from any and all claims losses, expenses, fees including attorney fees, costs, and judgments that may be asserted due to acts or omissions of a party to this Contract.

**LIABILITY.** \_\_\_\_\_(Pet sitter)\_\_\_\_\_ accepts no liability for any breach of security or loss of or damage to \_\_\_\_\_(pet owner)\_\_\_\_\_'s property if any other person has access to the property during the term of this Contract. \_\_\_\_\_(Pet sitter)\_\_\_\_\_ shall not be liable for any mishap of whatsoever nature which may befall a pet or caused by a pet who has unsupervised access to the outdoors. \_\_\_\_\_(Pet 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. \_\_\_\_\_(Pet sitter)\_\_\_\_\_ is released from all liability of injury to pet(s) caused by other pet(s) or animal(s) not under the control of \_\_\_\_\_(pet sitter)\_\_\_\_\_.

**ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

**SEVERABILITY.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**APPLICABLE LAW.** This Contract shall be governed by the laws of the State of \_\_\_\_\_.

PARTY CONTRACTING SERVICES  
(Pet Owner) \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

PET SITTER:

\_\_\_\_\_

# EXHIBIT A

## Owner's Information Sheet

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

Address: \_\_\_\_\_, City: \_\_\_\_\_

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

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

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

E-mail Address: \_\_\_\_\_

## Exhibit B

### Pet Information Sheet

Pet Name

Age

Gender

Species

Color

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Any history of biting? \_\_\_\_\_

Feeding Instructions: \_\_\_\_\_

Medication Instructions: \_\_\_\_\_

**EXHIBIT C**

**Veterinary Release Form**

\_\_\_\_\_

\_\_\_\_\_, N/A 80516

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TO WHOM IT MAY CONCERN**

I hereby authorize the attending veterinarian to treat any of my pets as listed on the Pet Information sheet and I accept full responsibility for all fees and charges incurred in the treatment of any of my pets.

\_\_\_\_\_ is authorized to transport my pet to and from the veterinary clinic for treatment or to request "on-site" treatment if deemed necessary. If I cannot be reached in case of an emergency, \_\_\_\_\_ shall act on my behalf to authorize any treatment excluding euthanasia.

Pet Sitters Full Name: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_