

PET SITTING AGREEMENT

This Pet sitting Agreement (the “Agreement”) is entered into as of _____, (the “Effective Date”) by and between The Pet Nanny, a California business, and _____ an individual (the “Owner,” and together with The Pet Nanny, the “Parties”).

	Name #1	Name #2
Names:		
Address:		
Home Phone:		
Cell Phone:		
Gate & alarm code		
Email Address:		
How did you hear about us:		
Mailbox# & Location		
Will pet care responsibilities be shared with anyone not affiliated with our company?		

TERMS

WHEREAS, the Owner is the owner of the following pet(s):

	NAME	AGE	BREED	COLOR
1.				
2.				
3.				
4.				
5.				

- a. The Owner wishes to engage The Pet Nanny as an independent contractor for the Owner for the purpose of performing certain specified tasks on the terms and conditions set forth below; and
- b. The Pet Nanny wishes to provide the Services (as defined below) in accordance with the terms of this Agreement; and
- c. Each Party is duly authorized and capable of entering into this Agreement.
- d. In consideration of the above terms and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES.

- (a) Of The Pet Nanny. The Pet Nanny agrees to do each of the following:
 - A. Perform the Services set forth in Exhibit A attached hereto and made a part hereof (collectively, the “Services”).
 - B. Devote as much productive time, energy, and ability to the performance of its duties hereunder as may be necessary to provide the required Services in a timely and productive manner.
 - C. Perform the Services in a reliable, caring, and trustworthy manner by fully-trained, skilled, competent, and experienced personnel.
 - D. Make every reasonable effort to ensure the good health and comfort of the Pet(s).
 - E. Communicate with the Owner regarding The Pet Nanny’s performance of the Services.
 - F. Refrain from unlocking or opening doors and/or gates on the Owner’s property for any person(s) at any time.
 - G. *(Other):*

- (b) Of the Owner. The Owner agrees to do each of the following:
 - A. Engage The Pet Nanny as an independent contractor to perform the Services set forth in Exhibit A to this Agreement.

- B. Provide a set of working keys to the Owner’s home for The Pet Nanny to carry, which keys may not be left hidden outside by either Party.
- C. Provide sufficient instructions to arm and disarm any burglar alarm system in the Owner’s home.
- D. “Pet-proof” the Owner’s home and yard and secure any gates, latches, or fences prior to leaving. The Pet Nanny shall not be responsible for injury, disappearance, death, or fines of any pet with unsupervised access to outdoors.
- E. Lock all windows, screens, and doors before leaving the home for the safety and security of the pet(s), property, and The Pet Nanny.
- F. Have sufficient pet food, medication, cleaning supplies, and other important supplies readily available to The Pet Nanny and reimburse The Pet Nanny for any and all resupplies of products as needed for the satisfactory performance of its duties.
- G. Make arrangements with a qualified veterinarian for any charges for veterinary visit or procedures on behalf of the Pet(s) to be paid for on account by the Owner, as defined in EXHIBIT C.
- H. Satisfy all of The Pet Nanny’s reasonable requests for assistance in its performance of the Services as defined in EXHIBIT A.
- I. [OTHER]:

2. REPRESENTATIONS AND WARRANTIES.

- (a) The Parties each represent and warrant as follows:
 - A. This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors’ rights generally and equitable remedies).
 - B. Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.
- (b) The Pet Nanny hereby represents and warrants as follows:

- A. The Pet Nanny has the sole right to control and direct the means, details, manner, and method by which the Services required by this Agreement will be performed.
 - B. The Services shall be performed in accordance with standards prevailing in The Pet Nanny's industry, including [PSI](#) and [Dog Biz](#) and shall further be performed in accordance with and shall not violate any applicable laws, rules, or regulations. The Pet Nanny only uses positive methods and will never use inhumane or non-positive treatment of pets, including but not limited to hitting or grabbing, yelling or swearing, use of shock, citronella, or prong collars, squirt bottles, or other rough or inappropriate treatment.
 - C. The Services required by this Agreement shall be performed by The Pet Nanny or The Pet Nanny's staff, and the Owner shall not be required to hire, supervise, or pay any assistants to help The Pet Nanny perform such Services.
 - D. The Pet Nanny is responsible for paying all ordinary and necessary expenses of its staff.
 - E. The Pet Nanny is responsible for providing insurance coverage for itself and its staff.
- (c) The Owner hereby represents and warrants as follows:
- A. The Owner is the actual owner of the pet(s) listed in the terms of this Agreement.
 - B. The Pet(s) are currently licensed and have proper identification and are current on rabies vaccination and has/have received other regular vaccinations and/or satisfactory results from a certified veterinarian, as documented on [Exhibit D](#). The Owner agrees to provide a copy of the veterinarian certification and agrees to notify The Pet Nanny when any or all regular vaccines are updated.
 - C. The Pet(s) has/have no history of vicious or violent behavior.
 - D. The emergency contacts listed on [Exhibit B](#) (each an "Emergency Contact") have been notified that they have been designated to make decisions on the Owner's behalf in the case of an emergency. The Owner agrees to notify The Pet Nanny immediately if any of the designated Emergency Contacts are changed.
 - E. The Owner will make timely payments of amounts earned by The Pet Nanny under this Agreement.

3. COMPENSATION.

- (a) Terms and Conditions. The Owner shall pay The Pet Nanny in accordance with the terms and conditions set forth in Exhibit A.
- b. Timing of Payment. A minimum deposit of 50% of the total cost of pet visit is due at the time of initial consultation and the remaining 50% is to be paid at time of first visit and left in conspicuous place for pet sitter. **Holidays – require a full payment of services at time of consultation.**
- c. Payment for all subsequent pet sits will be paid in full and left in a conspicuous place for the pet sitter.

4. TERM.

This Agreement shall become effective as of the Effective Date and, unless otherwise terminated in accordance with the provisions of Section 5 of this Agreement, will continue indefinitely (the “Term”).

5. TERMINATION.

This Agreement may be terminated:

- (a) Immediate termination by The Pet Nanny if The Pet Nanny, in its discretion, determines that the Owner’s Pet(s) poses a danger to the health or safety of itself, other pets, other people, or The Pet Nanny. If such concerns prevent The Pet Nanny from caring for the Pet(s).
- (b) Immediate termination by The Pet Nanny for non-payment.

Following the termination of this Agreement for any reason, the Owner shall promptly pay The Pet Nanny according to the terms of Exhibit A for Services rendered before the effective date of the termination.

6. AUTHORIZATION OF EMERGENCY MEDICAL CARE.

If any animal health emergency occurs and neither the Owner nor any Emergency Contact can be reached, the Owner hereby authorizes The Pet Nanny to obtain such emergency veterinary care for the Pet(s) as The Pet Nanny deems necessary. A form of veterinary release to allow for this treatment is attached as Exhibit C (the “Release”), and the Owner agrees to complete and execute the Release on or before the Effective Date. The Owner further authorizes The Pet Nanny to incur veterinary costs for the Pet(s) in the Owner’s name. The Owner agrees to indemnify and hold harmless The Pet Nanny from any liability arising from such veterinary charges.

7. EXCLUSION OF LIABILITY.

The Parties hereby expressly agree that The Pet Nanny shall not be responsible for any of the following:

- (a) any loss, fine, injury, death, or actions of a pet that the Owner has let outside or while The Pet Nanny is not there, including pets with doggie doors or outdoor pets;
- (b) any complications suffered by any Pet or the actions of any Pet while it is unattended;
- (c) any costs (including but not limited to medical care and attorneys' fees) related to any Pet's biting of another person or animal;
- (d) any and all liability related to veterinarian treatment, and expenses for any Pet;
- (e) any and all expenses resulting from the Pet(s)' destructive behavior in the house or any house soiling;

8. MODIFICATION.

No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

9. GOVERNING LAW.

This Agreement shall be governed by the laws of Contra Costa County in the state of California.

10. ELECTRONIC SIGNATURES.

For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

11. ENTIRE AGREEMENT.

This Agreement, together with the exhibits, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter, and supersedes any and all other prior and concurrent agreements and understandings, both written and oral, between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

OWNER

Signature: _____

Name: _____

Title: PET OWNER

Date: _____

THE PET NANNY

Signature: _____

Name: _____

Title: The Pet Nanny

Date: _____

EXHIBIT A
SERVICES, SPECIFICATIONS, AND COMPENSATION

A. **SERVICES.** The Pet Nanny will perform each of the following (collectively, the “Services”):

- a. Pet sitting hours 7PM to 7AM or one or two times a day;
- b. Food location: _____
- c. Provide food one or two times a day to each pet;
- d. Administer medication one or two times a day;
- e. Location of cleaning supplies: _____
- f. Lights rotated Yes or No | Drapes rotated Yes or No;
- g. Bring in newspaper Yes or No;
- h. Bring in mail Yes or No | Mailbox # _____
- i. Bring in trash Yes or No | Trash pickup time: _____
- j. Plants watered Yes or No | How often: _____
- k. [Other: _____
_____]

B. **SPECIFICATIONS.** The Parties agree to the following additional specifications about the Services to be provided:

C. **COMPENSATION.** As full compensation for the Services rendered pursuant to this Agreement, the Owner shall pay The Pet Nanny at the rate of \$60 USD per day or \$25 USD per pet visit. Owner agrees to pay The Pet Nanny an additional \$10 USD for each additional pet(s). There is an additional \$10 fee for all major holiday visits.

*** **NOTE** *** Accepted methods of payment include cash or check payable to The Pet Nanny. Non-sufficient funds checks will incur a \$35 return check fee.

All repaid funds must be paid with a money order, certified bank check or cash and must include the original charges plus the \$35 returned check fee.

D. CANCELLATION POLICY.

The Owner must notify The Pet Nanny of visit cancellation at least twenty-four (24) hours before the scheduled visit. The Owner agrees to pay a \$60 USD cancellation fee for overnight visits or \$25 USD for a single pet visit fee.

If owner plans to shorten their trip they must notify The Pet Nanny a minimum of twenty-four (24) hours advance notice in order to receive a refund. If Owner notification is less than 24 hours prior to visit there is NO REFUND.

If Owner plans to lengthen their trip they must notify The Pet Nanny as soon as possible. Owner agrees to pay all additional fees incurred promptly upon their return.

Owner must notify The Pet Nanny PROMPTLY upon their returning home and leave a message in order not to incur another Pet Sitting charge.

***** NOTE ***** Please understand that we may have turned away other clients because we have reserved time for you. Your cooperation in adhering to our cancellation policy is greatly appreciated.

By signing below, the Parties agree to comply with all the requirements contained in this Exhibit A.

OWNER

Signature: _____

Name: _____

Title: PET OWNER

Date: _____

THE PET NANNY

Signature: _____

Name: _____

Title: The Pet Nanny

Date: _____

EXHIBIT B
EMERGENCY CONTACT LIST

Emergency Contact No. 1:

Name: _____

Phone No.: _____

Emergency Contact No. 2:

Name: _____

Phone No.: _____

Emergency Contact No. 3:

Name: _____

Phone No.: _____

**EXHIBIT C
VETERINARY RELEASE**

Veterinarian Name: _____

Business Address: _____

City, State, Zip: _____

Phone Number: _____

Dear _____,

The Pet Nanny will be caring for my Pet(s) [names] _____ beginning on the date below. The Pet Nanny will attempt to contact me as soon as medical care is deemed necessary. However, if I cannot be reached immediately, I hereby authorize you to treat my Pet(s) and confirm that I will be responsible for payment of any such emergency treatment on my return. I authorized charges up to: \$ _____.

If the above-named veterinarian is not available, I agree that another veterinarian in his or her veterinary group may provide the treatment described above. If neither of these veterinarians is available, or if emergency care is needed after regular veterinary office hours, I give permission for The Pet Nanny to take my Pet(s) to the nearest animal hospital or emergency clinic. I understand that The Pet Nanny assumes no responsibility for the loss of any Pet and release The Pet Nanny from all liability related to transportation, treatment, and expense.

My pet(s) have the following health issues: _____
_____.

I [do / do not] agree to authorize said veterinarian to euthanize my Pet in extreme circumstances under his/her advisement after all reasonable attempts have been made to reach me.

This release is valid from the date below and grants permission for future veterinary care without the need for additional authorization each time The Pet Nanny cares for my Pet(s). I understand that this release applies to all of my Pet(s) in The Pet Nanny's care. By signing this release, I agree that I have the sole authority to make health, medical, and financial decisions regarding the Pet(s).

Owner Name (printed): _____

Owner Signature: _____ Date: _____

EXHIBIT D
PET INFORMATION SHEET
Complete separate sheet for each pet

PET INFORMATION			
Name	Age	Breed	Color/markings
Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	Weight/size:	Rabies Tag No.	Date rabies shot expires:
Microchipped <input type="checkbox"/> Yes <input type="checkbox"/> No	History of illness <input type="checkbox"/> Yes <input type="checkbox"/> No	Pet Licensed <input type="checkbox"/> Yes <input type="checkbox"/> No	
Microchip ID #:	Spayed/Neutered <input type="checkbox"/> Yes <input type="checkbox"/> No	License ID #:	

FEEDING			
Permitted types of food:	Feeding times:	Amount per feeding:	
Special feeding instructions? <i>Please describe in detail.</i>			
EMERGENCY CARE			
Veterinarian Name:	Address:	Phone No.	
Emergency Clinic Name:	Address:	Phone No.:	
MEDICATION			
1.	Type of Medication:	Dosage/Frequency:	Location of Medicine:
Special instructions? <i>Please describe in detail.</i>			
2.	Type of Medication:	Dosage/Frequency:	Location of Medicine:
Special instructions? <i>Please describe in detail.</i>			

3.	Type of Medication:	Dosage/Frequency:	Location of Medicine:
Special instructions? <i>Please describe in detail.</i>			

OTHER	
Favorite game(s):	Favorite hiding place(s):
Must be kept in/out certain rooms? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please explain:</i>	Location of supplies, cleaning instructions:
TV/Radio left on for pet? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please explain:</i>	

TRAITS			
<i>Check the box that best describes your pet's personality</i>			
Is friendly with other pets <input type="checkbox"/> Yes <input type="checkbox"/> No	Likes new adults <input type="checkbox"/> Yes <input type="checkbox"/> No	Likes children <input type="checkbox"/> Yes <input type="checkbox"/> No	Is a resource guarder <input type="checkbox"/> Yes <input type="checkbox"/> No
Afraid of other pets <input type="checkbox"/> Yes <input type="checkbox"/> No	Is allowed to have treats <input type="checkbox"/> Yes <input type="checkbox"/> No	Is fearful of noises or other things <input type="checkbox"/> Yes <input type="checkbox"/> No	Is prone to chewing <input type="checkbox"/> Yes <input type="checkbox"/> No
Injured self out of boredom <input type="checkbox"/> Yes <input type="checkbox"/> No	Obeys basic commands <input type="checkbox"/> Yes <input type="checkbox"/> No	Has bitten people or other pets <input type="checkbox"/> Yes <input type="checkbox"/> No	Has shown aggression <input type="checkbox"/> Yes <input type="checkbox"/> No
Gets carsick <input type="checkbox"/> Yes <input type="checkbox"/> No	Injured self/escaped out of fear <input type="checkbox"/> Yes <input type="checkbox"/> No		
Additional information about habits or behavior that may be helpful <i>Please describe in detail.</i>			

(Attach list of vaccinations of Pet)