



## **Pet Sitting & Vacation Care**

### **Dog Walking Contract**

The parties to this contract and agreement are:

Full Legal Names: \_\_\_\_\_

Physical Address: \_\_\_\_\_  
(Hereinafter referred to as "**the Owner**")

AND

Full Legal Names: Timothy Stone dba. Scoop Masters  
Physical Address: 24409 Valle Del Oro #101, Newhall, CA 91321  
(Hereinafter referred to as "**the Walker**")

The parties choose the above stated addresses as their physical addresses at which legal proceedings may be instituted.

Whereas the Owner wishes to engage the Walker and the Walker agrees to undertake the services under the terms and provisions defined in this 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 Walker as an Independent Contractor and not as an employee. The Walker shall be responsible for his/her insurance and all statutory declarations and payments with regard to income tax where applicable.

1.2. The Walker undertakes to perform the agreed-on services in an attentive, reliable and caring manner and the Owner undertakes to provide all necessary information to assist in this performance.

1.3. The Walker undertakes to notify the Owner of any occurrence pertaining to the dog which may be relevant to the care and well-being of the dog.

1.4. The Walker will supply and be equipped with a scooper and waste bags and will duly remove the dog's feces from all public places.

1.5. The Walker reserves the right to walk other compatible dogs at the same time but undertakes to limit the number of dogs walked with one person to 6 (six).

1.6. The Owner will provide suitable harnesses, collars and leads as approved by the Walker as well as coats or

muzzles if required.

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

## **2. Compensation**

2.1. The Walker shall be paid the amount of \$\_\_\_\_\_ (\_\_\_\_\_dollars) per walk.

2.2. A monthly retainer of \$\_\_\_\_\_ (\_\_\_\_\_dollars) shall be payable in advance and payment of the balance effected within 3 days of receipt of the account for the outstanding balance at the end of every month.

## **3. Duration**

3.1. This Dog Walking Contract shall come into effect on the \_\_\_\_ day of \_\_\_\_\_20\_\_\_\_ and shall:

A. Terminate on the \_\_\_\_ day of \_\_\_\_\_20\_\_\_\_.

OR

B. Terminate when either party gives 7 (seven) days written notice of termination.

## **4. Cancellation or Early Termination**

4.1. Either party may terminate this Dog Walking Contract a minimum of 24 (twenty four) hours prior to the first scheduled visit without incurring penalties or damages.

4.2. Cancellation by the Owner of scheduled walks with less than 24 hrs notice may be charged at the full rate or rescheduled at the discretion of the Walker.

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

4.4. Should any dog become aggressive or dangerous, the Walker may terminate this dog walking contract with immediate effect.

4.5. Any wrongful or misleading information in the Owner's Information or Pet Information sheets may constitute a breach of terms of this 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 Walker will carry liability insurance relative to the services performed for the Owner. A copy of the insurance policy has been made available to the Owner and the Owner acknowledges that he/she is familiar with its content.

5.2. The Walker 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 Walker shall not be liable for any mishap of whatsoever nature which 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 Walker caused by the dog as well as damage to the Owner's property.

5.5. The Walker 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.

## **6. Indemnification**

The parties agree to indemnify and hold harmless each other as well as respective employees, successors and assigns from any and all claims arising from either party's willful or negligent conduct.

## **7. Emergencies**

In the event of an emergency, the Walker shall contact the Owner at the numbers provided to confirm the Owner's choice of action. If the Owner cannot be reached timeously, the Walker 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 Walker 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. 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.

## **10. Whole Agreement**

This 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 with regard to 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.

## **11. Assignment**

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

## **12. 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.

**13. Governing Law**

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

**14. General**

The parties agree that any or all parts of this agreement 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 convenience of reference only and are not intended to have any effect in the interpretation or determining of rights or obligations under this agreement.

Where appropriate words signifying one gender shall include the other and words signifying the singular shall include the plural and vice versa.

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by the Owner who warrants his/her authority to enter into this agreement.

Owner's Signature: \_\_\_\_\_

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by the Walker who warrants his/her authority to enter into this agreement.

Walker's Signature: \_\_\_\_\_