



Pet Sitting & Vacation Care Service Contract

office 800 787-7667

www.scoopmasters.com/pet_sitting

cell 661 714-0749

Client Information

Name: _____ Cell Phone: _____

Address: _____

City: _____ Zip: _____

Home Phone: _____ Work Phone: _____

Email: _____

Emergency Contact: _____

Phone: _____ Cell Phone: _____

Neighbor with key?: _____

Phone: _____ Cell Phone: _____

Is there a security system? Y / N Access Code: _____

Alarm Company & Phone: _____

Pet Care

Start Date:

End Date:

		Visits per Day	Total Days	Total Rate
Number of Dogs				
Number of Additional Animals				
Number of Cats				
Number of Additional Animals				
Plant Care				
Holiday				
Before / After Hours				
15 Minute Affection Time				
30 Minute Walk				
			Total Due:	

In the event of your pet's passing during your absence, what arrangements would you like us to make?

The parties to this contract and agreement are:

Full Legal Names: _____

(Hereinafter referred to as "the Client")

AND

Full Legal Names: Timothy Stone dba Scoop Masters

Physical Address: 24409 Valle Del Oro #101 Newhall, CA 91321

(Hereinafter referred to as "the Sitter")

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

Whereas the Client wishes to engage the Sitter and the Sitter agrees to undertake the services under the terms and provisions defined in this Pet Sitting Contract as well as the Client's Information sheet, Pet Information sheet(s) and the Veterinary Release Form 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(s).

1. Relationship and Responsibilities

It is expressly understood that the Client retains the services of the Sitter as an Independent Contractor and not as an employee. The Sitter shall be responsible for his/her insurance and all statutory declarations and payments with regard to income tax where applicable. The Sitter undertakes to perform the agreed-on services in an attentive, reliable and caring manner and the Client undertakes to provide all necessary information to assist in this performance.

2. Compensation

2.1. The Sitter shall be paid the amount determined on page 1 next to the heading Total Due: of this contract.

2.2. Additional fees may include the purchase of necessary items for the care of the pet(s), including but not limited to pet food, litter, transportation, unexpected visits and emergency expenses for health care. The Sitter shall retain and submit receipts as proof of additional expenses.

2.3. The amount of one half of the total due shall be payable in advance and payment of the balance effected within 7 days of returning for the outstanding balance. Total balance may be paid in advance if desired. IF visiting Las Vegas or Atlantic City, total is due in advance.

3. Duration

3.1. This Pet Sitting Contract shall come into effect in accordance with page one of this contract referred to as Start Date and End Date.

3.2. The term of this Pet Sitting Contract may be extended if requested by the Client and so accepted by the Sitter.

3.3. The onus shall be on the Client to confirm his/her return and his/her availability to resume care of the property and pet(s) prior to or on the last day of this contract term failing which the Sitter may perform additional visits in the interest of the pet(s).

3.4. Any additional visits or duties shall be calculated at the usual and advertised rates.

4. Cancellation or Termination

4.1. Either party may terminate this Pet Sitting Contract a minimum of 72 (seventy two) hours prior to the first scheduled visit without incurring penalties or damages.

4.2. Failure by the Client to cancel by giving the minimum notice required or any cancellation during recognized holiday periods will result in a 30% cancellation fee of the total amount due, unless such cancellation is caused by severe weather, death in the family or a medical emergency.

4.3. Where the Sitter as sole proprietor needs to cancel later than 72 hours prior to the Client's departure due to unforeseen circumstances, he/she may appoint a substitute with the written approval of the Client and any difference in the fees charged shall be for the account of the Sitter.

4.4. Should any pet become aggressive or dangerous, the Sitter may:

4.4.1. Arrange with the pet's Guardian to assume responsibility for the pet until the Client's return;

4.4.2. Place the pet into a kennel or animal care facility at the Client's expense if the Guardian is unable or unwilling to assume responsibility for the pet.

4.4.3. In either event as described in 4.4.1. and 4.4.2. above, this contract shall be deemed terminated unless the Sitter agrees to continue with other home caring duties and/or caring for other listed pets at no reduction in compensation.

4.5. Any wrongful or misleading information in the Client's Information or Pet Information sheets may constitute a breach of terms of this Pet Sitting Contract and be grounds for instant termination thereof.

4.6 The pet sitter may insist on proof of a DHLPP shot, Bordatella (kennel cough) and various Feline vaccinations.

4.7. Termination under the circumstances described in 4.4 or 4.5 above shall not entitle the Client to any refunds nor relief of any outstanding payments due.

5. Liability

5.1. The Sitter will carry liability insurance relative to the services performed for the Client. A copy of the insurance policy has been made available to the Client and the Client acknowledges that he/she is familiar with its content.

5.2. The Sitter accepts no liability for any breach of security or loss of or damage to the Client's property if any other person has access to the property during the term of this agreement.

5.3. The 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.

5.4. The Client shall be liable for all medical expenses and damages resulting from an injury to the Sitter caused by the pet as well as damage to the Client's property.

5.5. The 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.

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 Sitter shall contact the Client at the numbers provided to confirm the Client's choice of action. If the Client cannot be reached in a timely manner, the Sitter 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.

8. Security

The Sitter warrants to keep safe and confidential all keys, remote control entry devices, access codes and personal information of the Client and to return same to the Client at the end of the contract period or immediately on demand.

9. Relaxation of Terms

No relaxation, indulgence, waiver or release by any party of any of the rights in terms of this Pet Sitting Contract 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 Pet Sitting Contract and Client'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 Pet Sitting Contract without the prior written consent of the other party, except if inclement weather or a bona fide emergency prohibits the Sitter from fulfilling his/her duties in which event the Sitter may call upon another qualified person to fulfill responsibilities as set forth in this contract. Client will be notified in such a case.

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 Pet Sitting 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 Client who warrants his/her authority to enter into this agreement.

Client's Signature: _____

Signed at _____ on this ____ day of _____ 20____
by the Sitter who warrants his/her authority to enter into this agreement.

Sitter's Signature: _____