



# WAGGING TAIL PET SITTING

Quality, Loving, In-Home Care for your Pet

## CONTRACT TERMS AND CONDITIONS

For the purposes of this Contract the Pet Sitting service and/or their representatives (Independent Contractor or employees) will be referred to as **Pet Sitter** and the Pet Owner will be referred to as **Owner**. The parties herein agree to the following terms and conditions.

1. A minimum deposit of 50% of the total cost of the Pet Sit is due at the time of the initial consultation and the remaining 50% is to be paid at the time of first Pet Sit visit and left in a conspicuous place for pet sitter, or made via electronic payment (e.g., Zelle). A finance charge of 20% per month will be added to unpaid balances after thirty (30) days. A handling fee of \$50.00 or half of the total amount of the check (or whichever is greater) will be added to returned checks.
2. Payment for all subsequent Pet Sits will be paid in full and left in a conspicuous place for the **Pet Sitter** at first visit, or made via electronic payment (e.g., Zelle).
3. **Confirmed Reservations & Non-Refundable Deposits.**

**Dog Walks & Pet Sit Visits.** For an ongoing dog walking schedule, the **Pet Sitter** will calculate the first month's total fees and determine 50% of that fee as the **Non-Refundable Deposit**. Similarly, Pet Sits/visits (not vacations) that have a given number of weeks (or end date) will have 50% of that total fee as the **Non-Refundable Deposit**. If ongoing, then the one-month calculation and 50% **Non-Refundable Deposit** will apply.

### **Vacation Reservations.**

A 50% deposit is required for an entire Vacation Pet Sit (i.e., be it two weeks, a month, etc.) and is considered the **Non-Refundable Deposit**. This holds the dates for the Client.

This policy assumes that Holidays fall within the confirmed reservation / scheduled trips as noted above. The Holiday Premium of 20% is calculated into the entire charge for the pet sit fee and included in the deposit.

**Altering Schedules:** Should a change to the pet sit schedule be needed that either shortens the trip, or lengthens the trip, before the **Owner** departs, **Owner** will advise **Pet Sitter** of the new schedule and an adjustment will be made to the Balance Due on the First Day of the scheduled trip.

No refund will be issued for a reduced trip schedule that is a unilateral decision by the **Owner** (e.g., returning home early by a day).

**Emergencies.** Emergency situations, for a family or other justifiable emergency, must be discussed with the **Pet Sitter** as soon as they are known, and before the conclusion of the pet sit/vacation, so the **Pet Sitter** can decide if a refund is possible.

4. If **Owner** plans to lengthen their trip, i.e., extend the trip once the **Owner** has departed, **Owner** will contact the **Pet Sitter** via email, text or telephone and advise of the additional days required. An adjustment in fees will be made by **Pet Sitter**, who will advise **Owner** of such additional fees and issue an electronic request for payment, which shall be made by **Owner** on an immediate basis. If additional time is needed, **Owner** will arrange to make such payment as quickly as possible upon their return.
5. **Owner** must telephone or text **Pet Sitter** promptly upon their return home and leave a message for **Pet Sitter** to not incur another Pet Sitting charge.
6. **Owner** will inform their Veterinarian that a Pet Sitting service will be caring for their pet(s) in their absence. If possible, **Owner** will make arrangements to have Veterinarian reimbursed for any service necessary during their absence by leaving their credit card number on file.
7. If a medical emergency arises **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 Authorization Form.
8. It is the **Owner's** responsibility to make sure all of their pets are current on their vaccinations. Should **Pet Sitter** be bitten or otherwise injured by **Owner's** pet(s), **Owner** agrees to pay all medical costs and lost wages incurred by **Pet Sitter** due to such injury.
9. **Owner** is responsible for any injury caused to **Pet Sitter** or the general public by **Owner's** pet(s) or the condition of **Owner's** premises.
10. 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.
11. If a problem arises such as a pipe rupture, flooding, earthquake, fire, break in, 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 for the health, safety and welfare of the pet(s), **Owner** authorizes **Pet Sitter** to make any repairs deemed necessary by the **Pet Sitter**. The **Owner** agrees to reimburse **Pet Sitter** for all expenses incurred for repair of property and will hold **Pet Sitter** blameless for work done by others.
12. **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.

13. **Owner** shall, at **Owner's** sole expense, defend **Pet Sitter** against any claim or demand, whether or not well founded arising from any act(s) of **Owner's** pet(s) or relation to **Owner's** property. **Owner** shall indemnify and hold **Pet Sitter** free and harmless from all cost, expenses, and liabilities in connection with such claims or demands. These costs, expenses and liabilities include amounts paid in settlement before or after suit is commenced, attorneys fees and costs incurred by **Pet Sitter** in defending against such claims or demands.
14. **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**.
15. In the unlikely event of illness or personal emergency to **Pet Sitter**, **Owner** will authorize **Pet Sitter** to arrange for another qualified person to fulfill responsibilities as set forth in this contract. **Owner** will be notified in such a case.
16. **Pet Sitter** is not liable for pets that are left outside or may escape when **Pet Sitter** is not in attendance.
17. Should any section, provision or portion of this 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.
18. Any controversy or claim arising out of or in relation to this contract shall be brought to Small Claims Court before any other action is taken. If the matter cannot be resolved in Small Claims Court, then the parties agree to Binding Arbitration in accordance with the State where it was signed. The arbitrator shall be based on the rules of the American Arbitration Association.
19. This contract shall be interpreted and governed by the laws of the State of California. Each party will fulfil its obligations in accordance with all the applicable laws, rules, and regulations.
20. No term or provision of this contract shall be waived and no breach excused verbally. To be effective, each waiver or excuse shall be in writing and signed by the party who waived or excused.
21. Each waiver or excuse shall be independent of all others. Therefore, if a term or provision is waived or breach is excused, that waiver or excuse shall not waive any other term or provision or excuse any other breach.
22. In no event will **Pet Sitter** be liable to **Owner** for any damages, including but not limited to any lost profits, lost savings or their incidental or consequential damages arising out of **Owner's** use of **Pet Sitter's** services, nor will **Pet Sitter** be liable for any claim by any third party, unless gross negligence or willful misconduct is proven on the part of the **Pet Sitter**.
23. **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 **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 therefrom to be charged to the **Owner**.

**24. Owner** authorizes this signed contract to be valid approval for future services of any purposes provided by this contract permitting **Pet Sitter** to accept telephone reservations for service and to enter the premises without additional signed contracts or written authorization.

**25.** \_\_\_\_\_ **By placing my initials here and signing this contract, I am promising to read the Terms and Conditions in their entirety. If I have any questions about the above, I will telephone the Pet Sitter before the Pet Sit is to begin.**

\_\_\_\_\_  
(Pet Sitter print name)                      (Date)

\_\_\_\_\_  
(Pet Owner print name)                      (Date)

\_\_\_\_\_  
(Pet Sitter signature)

\_\_\_\_\_  
(Pet Owner signature)