



## Pet Sitting Contract

---

The parties to this contract are:

**Full Legal Names:** \_\_\_\_\_ (print) \_\_\_\_\_ (signature)

Physical Address: \_\_\_\_\_

(Hereinafter referred to as "the Owner")

AND

**Full Legal Names:** ME Luv Pets, LLC (print) \_\_\_\_\_ (signature)

Physical Address: 128 Fairwood Drive, Morrisville, NC 27560-8770

(Hereinafter referred to as "the Sitter")

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

Whereas the Owner wishes to engage the Sitter and the Sitter agrees to undertake the services under the terms and provisions set forth in this Pet Sitting Contract (the "Contract") as well as the Owner's Information sheet, Pet Information sheet(s) and the Veterinary Release Form which are incorporated herein by reference and made part of this Contract. Any reference to pets in this Contract shall mean those specified on the Pet Information sheet(s).

### 1. Relationship and Responsibilities

It is expressly understood that the Owner 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 and sales tax where applicable. The Sitter undertakes to perform the agreed-on services in an attentive, reliable and caring manner and the Owner undertakes promptly remit payments and to provide all necessary information to assist in this performance.

### 2. Compensation

2.1. The Sitter shall be paid the amount of \$\_\_\_\_\_ (\_\_\_\_\_) per day on which Sitter renders services (the "Fee"). Sitter shall be paid by Owner for the Fee before service start date.

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 or cleaning supplies, transportation, unexpected visits and emergency expenses for health care. The Sitter shall retain and submit receipts as proof of additional expenses. The Owner shall promptly reimburse Sitter for such additional fees within fifteen (15) days of invoice.

2.3. The amount of \$\_\_\_\_\_ (\_\_\_\_\_) shall be payable in advance of the first day of service.



### 3. Duration

3.1. This Pet Sitting Contract shall come into effect on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and shall continue until terminated or canceled in accordance with the terms hereof.

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

3.3. The onus shall be on the Owner 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 invoiced at a rate of \$\_\_\_\_\_ (\_\_\_\_\_dollars) per day or \$\_\_\_\_\_ (\_\_\_\_\_dollars) per visit.

3.5. All the terms and conditions contained in this agreement shall be in full force and effect, should the Owner wish to retain the services of the Pet Sitter for any other time periods not specified herein and shall constitute a valid authorization and agreement upon a telephonic or electronic reservation by the Owner.

### 4. Cancellation or Termination

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

4.2. Where the Sitter's sole employee, Melissa Eller, needs to cancel later than 24 hours prior to the Owner's departure due to unforeseen circumstances, she may appoint a substitute with the written approval of the Owner and any difference in the fees charged shall be for the account of the Sitter.

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

4.3.1. Arrange with the pet's Guardian to assume responsibility for the pet until the Owner's return;

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

4.3.3. In either event as described in 4.3.1. and 4.3.2. 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.

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

4.5. Termination under the circumstances described in 4.3 or 4.4 above shall not entitle the Owner to any refunds.



## 5. Liability

5.1. The Sitter 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 Sitter disclaims all liability for and shall not indemnify Owner 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 Sitter shall not be liable for and shall not indemnify Owner for any mishap of any nature which may befall a pet or be caused by a pet 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 Sitter caused by the pet as well as damage to the Owner'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

Except as explicitly set forth herein, the parties agree to indemnify and hold harmless each other as well as respective employees, successors and assigns from any and all claims or demands of all kinds arising out of the acts or omissions of either party pursuant to this Contract, except for willful misconduct or gross negligence.

## 7. Emergencies

In the event of an emergency, the Sitter shall contact the Owner at the numbers provided to confirm the Owner's choice of action. If the Owner cannot be reached promptly, 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 shall take reasonable efforts 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 on demand. UNDER NO CIRCUMSTANCES SHALL SITTER BE LIABLE 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.

## 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 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 herein, whether written or oral. 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 its duties in which event the pet's Guardian may be called upon to care for the pet(s).

**12. Binding Effect**

The terms of this Contract shall be binding upon and accrue to the benefit and be enforceable by 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 North Carolina and should any provision of this Contract be judged by a court of competent jurisdiction to be invalid or unenforceable, 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 acknowledgement 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:** \_\_\_\_\_ **Owner's Printed Name:** \_\_\_\_\_

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

**Sitter's Signature:** \_\_\_\_\_ **Sitter's Authorized Representative:** Melissa D. Eller

I agree to permit my pet(s) picture(s) to be used on social media such as Facebook, ME Luv Pets, LLC, etc. Please initial selection below.

Yes \_\_\_\_\_ No \_\_\_\_\_