

PET SITTING AGREEMENT

This pet sitting agreement is between _____, an individual (the “**Owner**”), and NELLIE'S PET CARE, a sole proprietorship (the “**Sitter**”).

The Owner is the owner of the following animals:

The Sitter is an experienced pet sitter.

The parties agree as follows:

1. ENGAGEMENT; SERVICES.

- (a) **Engagement.** The Owner retains the Sitter to provide, and the Sitter shall provide any/all services as required by Owner within the scope of Sitter’s area of expertise.
- (b) **Services.** Without limiting the scope of Services as required by Owner within the Sitter’s area of expertise, the Sitter shall:
 - (i) devote as much productive time, energy, and ability to the performance of her duties under this agreement as may be necessary to provide the required Services in a timely and productive manner
 - (ii) perform the Services in a reliable, caring, and trustworthy manner using fully-trained, skilled, competent, and experienced personnel;
 - (iii) perform the Services in accordance with standards prevailing in the Sitter’s industry, and in accordance with applicable law, rules, or regulations, and obtain all permits or permissions required to comply with those standards, laws, rules, or regulations;
 - (iv) pay all ordinary and necessary expenses of, and provide insurance coverage, for its staff;
 - (v) carry out all the Owner’s instructions as to the care of the Pet(s);
 - (vi) make every reasonable effort to ensure the good health and comfort of the Pet(s) while abiding by the instructions of the Owner;
 - (vii) communicate with the Owner regarding the Sitter’s performance of the Services;
 - (viii) provide services (including the Services) that are satisfactory and acceptable to the Owner;

(ix) refrain from unlocking or opening doors or gates on the Owner's property for anyone at any time.

(b) **Owner's Obligations.** The Owner shall:

(i) make timely payments of amounts earned by the Sitter under this agreement;

(ii) provide a set of working keys to the Owner's home for the Sitter to carry and/or provide an alternate way to for sitter to enter and exit the Owner's home.

(iii) provide sufficient instructions to arm and disarm any burglar alarm system in the Owner's home;

(iv) "pet-proof" the Owner's home and yard and secure any gates, latches, or fences prior to leaving. The Sitter is not responsible for injury, disappearance, death, or fines of the Pet(s) if they have unsupervised access to the outdoors;

(v) lock all windows, screens, and doors before leaving the home unattended for the safety and security of the Pet(s), property, and the Sitter;

(vi) have sufficient pet food, medication, cleaning supplies, and other important provisions readily available to the Sitter before the Owner's departure, and reimburse the Sitter for all resupplies of products needed for the satisfactory performance of her duties;

(vii) make payment arrangements with a qualified veterinarian for veterinary consultations or procedures the Sitter incurs on behalf of the Pet(s);

(viii) provide relevant information to help the Sitter in performing the Services;

(ix) satisfy the Sitter's reasonable requests for assistance in her performance of the Services.

2. TERM AND TERMINATION.

(a) **Term.** This agreement will become effective as described in section 17. Unless it is terminated earlier in accordance with subsection 2(b), this agreement will continue indefinitely unless we make any major revisions to our pet sitting agreement which would require a new signature by our customers.

(b) **Termination.** This agreement may be terminated:

(i) by either party on provision of 30 days' written notice to the other party, with or without cause;

- (ii) by either party for a material breach of any provision of this agreement by the other party, if the other party's material breach is not cured within 30 days of receipt of written notice of the breach;
 - (iii) by the Sitter if the Sitter, in her discretion, determines that the Owner's Pet(s) pose(s) a danger to the health or safety of herself, other Pet(s), other people, or the Sitter. If these concerns prevent the Sitter from caring for the Pet(s), the Sitter will try to contact the Owner to arrange for alternative care. If the Owner cannot be reached, the Owner authorizes the Sitter to place the Pet(s) in a licensed (or previously designated) kennel, with any resulting charges and fees (including transportation, kenneling, tranquilizing, treating, accessing, and liability) to be the Owner's responsibility.
 - (iv) by the Owner at any time and without prior notice, if the Sitter is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Owner at, or is guilty of serious misconduct in connection with performance under this agreement.
 - (v) automatically, on the death of the Sitter.
- (c) **Effect of Termination.** After the termination of this agreement, the Owner shall promptly pay the Sitter for Services rendered before the effective date of the termination.

3. COMPENSATION.

- (a) **Terms and Conditions.** The Owner shall pay the Sitter in accordance with the agreement for services as requested by the Owner.
- (b) **No Payments in Certain Circumstances.** No payment for certain specific Services will be payable to the Sitter under any of the following circumstances:
 - (i) if prohibited under applicable government law, regulation, or policy;
 - (ii) if the Sitter did not perform certain Services to the reasonable satisfaction of the Owner in accordance with the Terms of this Contract; or
 - (iii) if the Services performed occurred after the expiration or termination of this agreement, unless otherwise agreed in writing.
- (c) **Taxes.** The Sitter is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Sitter under this agreement and for all obligations, reports, and timely notifications relating to such taxes. The Owner shall have no obligation to pay or withhold any sums for such taxes.

4. NATURE OF RELATIONSHIP.

- (a) **Independent Contractor Status.** The Sitter shall perform the Services solely as an independent contractor. Nothing in this agreement may be construed as creating a joint venture, partnership, franchise, agency, employer-employee, or similar relationship between the parties, or as authorizing either party to act as the agent of the other. The Sitter is and will remain an independent contractor in her relationship to the Owner. The Owner is not responsible for withholding taxes with respect to the Sitter's compensation under this agreement. The Sitter will have no claim against the Owner under this agreement or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits. Nothing in this agreement creates any obligation between either party and a third party.
- (b) **Indemnification of Owner by Sitter.** The Owner has entered into this agreement in reliance on information provided by the Sitter, including the Sitter's express representation that she is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. If any regulatory body or court of competent jurisdiction finds that the Sitter is not an independent contractor or is not in compliance with applicable laws related to work as an independent contractor, based on the Sitter's own actions, the Sitter will assume full responsibility and liability for all taxes, assessments, and penalties imposed against the Sitter or the Owner resulting from that contrary interpretation, including taxes, assessments, and penalties that would have been deducted from the Sitter's earnings had the Sitter been on the Owner's payroll and employed as an employee of the Owner.

5. OWNER'S REPRESENTATIONS.

The Owner hereby represents:

- (a) the Owner is the actual owner of the Pet(s);
- (b) the Pet(s) are current on rabies vaccination and have received other regular vaccinations or satisfactory titer level results from a certified veterinarian, as documented on **Exhibit B**;
- (c) the Pet(s) have no history of vicious or violent behavior
- (d) the emergency contacts listed on **Exhibit C** (the "**Emergency Contacts**") have been notified that they have been designated to make decisions on the Owner's behalf in the case of an emergency.

6. AUTHORIZATION OF EMERGENCY MEDICAL CARE.

If an animal health emergency occurs and neither the Owner nor an Emergency Contact can be reached, the Owner hereby authorizes the Sitter to obtain whatever emergency veterinary care for the Pet(s) that the Sitter deems necessary. A form of veterinary release to allow for this treatment is attached as **Exhibit D** (the “**Release**”). The Owner shall sign the Release on or before the date this agreement becomes effective under section 17. The Owner authorizes the Sitter to incur veterinary costs for the Pet(s) in the Owner’s name and will indemnify the Sitter from any liability arising from these charges.

7. INDEMNIFICATION.

- (a) **Of Owner by Sitter.** The Sitter shall indemnify the Owner from all damages, liabilities, costs, expenses, claims, and judgments, including reasonable attorneys’ fees and disbursements (collectively, the “**Claims**”), that she may incur and that arise from: (i) the Sitter’s gross negligence or willful misconduct arising from Sitter’s carrying out of her obligations under this agreement; or (ii) the Sitter’s breach of any of her obligations under this agreement.
- (b) **Of Sitter by Owner.** The Owner shall indemnify the Sitter from all Claims that she may incur and that arise from: (i) the Owner’s breach or alleged breach of, or her failure or alleged failure to perform under, any agreement to which she is a party; or (ii) the Owner’s breach of any of her obligations under this agreement. However, the Owner is not obligated to indemnify the Sitter if any of these Claims result from the Sitter’s own actions or inactions.

8. EXCLUSION OF LIABILITY.

The Sitter is not responsible for:

- (a) losses, fines, injuries, or deaths resulting from actions of the Pet(s), if these actions occur because the Owner has left the Pet(s) outside or has instructed the Sitter to leave the Pet(s) outside while the Sitter is not there, including Pet(s) with doggie doors or outdoor Pet(s);
- (b) complications suffered by the Pet(s) or the actions of the Pet(s) while they are unattended;
- (c) costs (including medical care and attorneys’ fees) related to the Pet(s) biting of another person or animal;
- (d) liability related to transportation, veterinarian treatment, and expenses for the Pet(s);
- (e) expenses resulting from the pet’s destructive behavior in/around the house (interior/exterior) or any house soiling; and any/all property damage due to the pet’s destructive behavior.

- (f) damages resulting from the Sitter’s performance of additional services, including wilting or dead indoor or outdoor plants, damage to trash cans by trash service, damaged mail, or newspapers. These additional services will be performed by the Sitter specifically as requested and instructed by the Owner.

9. ASSIGNMENT AND DELEGATION.

(a) No Assignment. Neither party may assign any of its rights under this agreement, except with the prior oral/written consent of the other party, which consent may not be unreasonably withheld. All voluntary assignments of rights are limited by this subsection.

(b) No Delegation. The Sitter’s duties under this agreement are personal, and the Sitter may not delegate any performance to another Company, under this agreement, except with the prior oral/written consent of the Owner.

(c) Enforceability of an Assignment or Delegation. If a purported assignment or purported delegation is made in violation of this section 9, it is void.

10. GOVERNING LAW.

The laws of the state of Pennsylvania govern this agreement (without giving effect to its conflicts of law principles).

11. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by (the “**Owner**”), and NELLIE'S PET CARE, (the “**Sitter**”).

12. NOTICE.

Any notice or other communication provided for in or given under this agreement to a party will be either via email or in writing and given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective parties as follows:

If to the Owner:
Mailing Address _____
City, State Zip Code _____
Fax Number _____
Email Address _____

If to the Sitter:
Nellie's Pet Care
96 Commerce Dr. PMB 113
Wyomissing, PA 19610
Nellie@nelliespetcare.com

13. SEVERABILITY.

If any provision contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if the invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

14. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

15. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement with respect to the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

16. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

17. EFFECTIVENESS.

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

18. NECESSARY ACTS; FURTHER ASSURANCES.

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

19. CANCELLATION POLICY

Nellie's Pet Care is limited in the amounts of overnights that can be scheduled and when this service is booked, Nellie's Pet Care may have had to turn down other overnight request.

Clients will be required to pay a 50% Fee if they cancel within 2 weeks prior to their scheduled departure date.

Cancelations within 1 week prior to their scheduled departure date will result in a 100% nonrefundable payment for the scheduled dates.

If for any reason you need to return sooner than expected, then this will result in a 100% non refundable payment for the scheduled dates. Please Understand that Nellie's Pet Care has made time for your pet(s) and may have turned down other clients, so we appreciate your understanding in this matter.

Cancelations for scheduled walks and or Playtime/Potty visits must be made with Nellie's Pet Care at least 24 Hours prior to scheduled service. Any Cancelations before 24 hours will result in a 100% nonrefundable payment for the scheduled service.

Nellie's Pet Care understands that Medical Emergencies may arise and force you to change your scheduled plans. In the event of a Medical Emergency, Nellie's Pet Care will waive all cancelation fees.

20: OTHER POLICIES

EMPLOLYEE SAFETY:

Nellie's Pet Care looks out for the safety of their employee(s) there for No One is to enter/ be on the property while Nellie's Pet Care is scheduled to be there other than Nellie's Pet Care's employee(s). If you have a scheduled cleaning service and or other service ,then this needs to be disclosed to Nellie's Pet Care prior to you leaving and agreed upon by both Nellie's Pet Care and the Owner. The Only time another person other than Nellie's Pet Care employee(s) may be on the property is if an emergency would arise and at that time both Nellie's Pet Care and the Owner must agree to that

designated person to resolve the emergency. If at any time Nellie's Pet Care employee(s) does NOT feel safe at your property, then Nellie's Pet Care will notify you and arrange for necessary arrangements for your pet(s).

SURVEILLANCE CAMERAS:

Nellie's Pet Care is fine with you having surveillance cameras on and inside your home and property, however the owner must disclose ALL locations of the cameras to Nellie's Pet Care and in the event that Nellie's Pet Care would find any undisclosed camera(s) then Nellie's Pet Care has the right to terminate the agreed services provided to you immediately and your pet(s) will be placed in a certified/ Licensed kennel or boarding facility.

FIRE ARMS:

Nellie's Pet Care respects your right to have a firearm(s) to protect your property and yourself with, however we ask that ALL Firearms be placed in a locked case or locked area while Nellie's Pet Care is at your property. If you do NOT have a locked area for your firearm(s) then the location of the firearm(s) must be disclosed to Nellie's Pet Care prior to your departure and agreed upon by both parties. Nellie's Pet Care will NOT discharge your firearm(s) under ANY situation. If the need for help at your property should arise, then Nellie's Pet Care employee(s) will call 911 for assistance and rely on their services.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

Date: _____ By: _____
Owner Name:

Date: _____ By: _____
Nellie's Pet Care

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	Declawed <input type="checkbox"/> Yes <input type="checkbox"/> No	Spayed/Neutered <input type="checkbox"/> Yes <input type="checkbox"/> No

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>			

EXHIBIT B

OTHER	
Favorite game(s):	Favorite hiding place(s):
Location of collar/leash:	Special harness/choke collar required for walks?
Must be kept in certain rooms? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please explain:</i>	Location of litter box, supplies, cleaning instructions:
TV/Radio left on for pet? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please explain:</i>	How to transport pet: <input type="checkbox"/> Backseat <input type="checkbox"/> Crated <input type="checkbox"/> Other: _____

TRAITS <i>Check the box that best describes your pet's personality</i>			
Is friendly with other dogs <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	Must stay on leash during walks <input type="checkbox"/> Yes <input type="checkbox"/> No
Is allowed in the house <input type="checkbox"/> Yes <input type="checkbox"/> No	Is allowed to have treats <input type="checkbox"/> Yes <input type="checkbox"/> No	Is prone to digging <input type="checkbox"/> Yes <input type="checkbox"/> No	Is prone to chewing <input type="checkbox"/> Yes <input type="checkbox"/> No
Is fearful of noises or other things <input type="checkbox"/> Yes <input type="checkbox"/> No	Obeys basic commands <input type="checkbox"/> Yes <input type="checkbox"/> No	Has bitten people or other dogs <input type="checkbox"/> Yes <input type="checkbox"/> No	Has shown other 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	Injured self out of boredom <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)

EMERGENCY CONTACT LIST

Name: _____

Phone No.: _____

Relation to Owner: _____

Name: _____

Phone No.: _____

Relation to Owner: _____

Name: _____

Phone No.: _____

Relation to Owner: _____

VETERINARY RELEASE

Dear _____:

Nellie's Pet Care will be caring for my Pet(s) , beginning on the date below. Nellie's Pet Care will try to contact me as soon as medical care is deemed necessary. However, if I cannot be reached immediately, I authorize you to treat my Pet(s) and confirm that I will be responsible for paying for any emergency treatment when I return.

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 Nellie's Pet Care to take my Pet(s) to the nearest animal hospital or emergency clinic.

I understand that Nellie's Pet Care assumes no responsibility for the loss of my Pet(s) and release Nellie's Pet Care from all liability related to transportation, treatment, and expense.

My pet[s] have the following health issues: _____.

I do not authorize the veterinarian to euthanize my pet in extreme circumstances under his or 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 Nellie's Pet Care cares for my Pet(s). I understand that this release applies to all of my Pet(s) in Nellie's Pet Care care. By signing this release, I affirm that I have the sole authority to make health, medical, and financial decisions about the Pet(s).

Owner Name (printed): _____

Owner Signature: _____ Date: _____