



## 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. We accept cash or check payments. With cash payments, a minimum deposit of 50% of the total cost of Pet Sit is due at the time of initial consultation, and the remaining 50% is to be paid at the time of first visit, and left in a conspicuous place for pet sitter. Check payments must be paid in full a minimum of two weeks prior to Pet Sit. A handling fee of \$30.00 will be added to all returned checks. **Holidays** require full payment of services at time of consultation.
2. If Owner plans to shorten their trip they must give Pet Sitter a minimum of 12 hours notice in order to receive a refund. If Owner cancels their trip entirely a \$20.00 fee will apply for all notification for less than 21 days prior to scheduled sits.  
**Holidays** - If Owner cancels, a \$30.00 fee will apply for all notification for more than 72 hours prior to scheduled sit. **A fee of 50% of entire booking will apply on Holiday visits cancelled 72 hours or less before scheduled sits are to begin. Holidays: News Year Eve, News Year Day, President's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.**
3. If Owner plans to lengthen their trip they must telephone Pet Sitter a minimum of 12 hours in advance of last Pet Sit in order to be put back on Pet Sitters schedule. Owner agrees to pay all additional fees incurred promptly upon their return.
4. Owner must telephone Pet Sitter PROMPTLY upon their returning home and leave a message in order not to incur another Pet Sitting charge.
5. Owner will inform their Veterinarian that a Pet Sitting Service will be caring for their pet(s) in their absence.
6. If a medical emergency arises for pet, 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 Owners wishes as stated and signed in the Veterinary Treatment Authorization form.
7. 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.
8. It is the Owners responsibility to make sure all of their pet(s) are current on their vaccinations. Should Pet Sitter be bitten or otherwise injured by Owners 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 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 Owners 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 other.

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. Pet Sitter is not liable for pets that are left outside or may escape when Pet Sitter is not in attendance.
14. Owner shall at Owners 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 costs, 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, attorney's fees and costs incurred by Pet Sitter in defending against such claims or demands.
15. 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.
16. Should any section, provision or portion of the 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.
17. 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.
18. This contract shall be interpreted and governed by the laws of the State of New Jersey. Each party will perform its obligations in accordance with all the applicable laws, rules and regulations of the State of New Jersey.
19. 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.
20. 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.
21. 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 Owners use of Pet Sitter 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.
22. 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 the 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 to be charged to the Owner.
23. 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.
24. \_\_\_\_\_ By placing my initial here and signing this contract I am promising that I have 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.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name