

PET SITTING AGREEMENT

This pet sitting agreement is between **OWNER NAME, IN CAPITAL LETTERS**, an individual (the “**Owner**”), and CREATURE COMFORT PET SERVICES, a sole proprietorship (the “**Sitter**”).

The Owner is the owner of the following animals: **Pet Name1 [and PetName2]** (the “**Pets**”).

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, the services described in **Exhibit A** (the “**Services**”).
- (b) **Services.** Without limiting the scope of Services described in **Exhibit A**, the Sitter shall:
 - (i) devote as much productive time, energy, and ability to the performance of its 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) provide insurance coverage, for its staff;
 - (v) carry out all the Owner’s instructions as to the care of the **Pets**;
 - (vi) make every reasonable effort to ensure the good health and comfort of the **Pets** 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) **Other.**

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

- (i) make timely payments of amounts earned by the Sitter under this agreement;
- (ii) provide 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 its duties;
- (iii) make payment arrangements with a qualified veterinarian for veterinary consultations or procedures the Sitter incurs on behalf of the Pets;
- (iv) provide relevant information to help the Sitter in performing the Services;
- (v) satisfy the Sitter's reasonable requests for assistance in its performance of the Services.
- (vi) **Other.**

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. However, in no event will this agreement be effective for more than five years] [end on December 31, 2020].

(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 its discretion, determines that the Owner's Pets poses a danger to the health or safety of itself, other pets, other people, or the Sitter. If these concerns prevent the Sitter from caring for the Pets, 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 Pets 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; or

- (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; or
 - (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 according to the terms of **Exhibit A** 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 **Exhibit A**.
- (b) **No Payments in Certain Circumstances.** No payment 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 directly perform or complete the Services described in **Exhibit A**;
 - (iii) if the Sitter did not perform the Services to the reasonable satisfaction of the Owner; or
 - (iv) if the Services performed occurred after the expiration or termination of the 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 its 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 it 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 Pets;
- (b) the Pets are current on rabies vaccination and [has][have] received other regular vaccinations or satisfactory titer level results from a certified veterinarian
- (c) the Pets [has][have] no history of vicious or violent behavior; and
- (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 Pets 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 Pets 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 it may incur

and that arise from: (i) the Sitter's gross negligence or willful misconduct arising from Sitter's carrying out of **its** obligations under this agreement; or (ii) the Sitter's breach of any of **its** obligations under this agreement.

- (b) **Of Sitter by Owner.** The Owner shall indemnify the Sitter from all Claims that **it** may incur and that arise from: (i) the Owner's breach or alleged breach of, or **[his][her]** failure or alleged failure to perform under, any agreement to which **[he][she][it]** is a party; or (ii) the Owner's breach of any of **[his][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 **Pets**, if these actions occur because the Owner has left the **Pets** outside or has instructed the Sitter to leave the **Pets** outside while the Sitter is not there, including pets with doggie doors or outdoor pets;
- (b) complications suffered by the **Pets** or the actions of the **Pets** while **[it][they]** **[is][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 **Pets**;

9. ASSIGNMENT AND DELEGATION.

- (a) **No Assignment.** Neither party may assign any of its rights under this agreement, except with the prior 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 under this agreement, except with the prior 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 Florida 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 a party [or its authorized representative].

12. NOTICE.

Any notice or other communication provided for in or given under this agreement to a party will be 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:

4603 Maple Lakes Dr

Jacksonville, FL 32257

Laurami2@creaturecomfortpetservices.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.

[SIGNATURE PAGE FOLLOWS]

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

Date: _____ By: _____
Owner Name: Laura S. Miller

Creature Comfort Pet Services

Date: _____ By: _____
Name: *Name of Person Signing*
Title: *Title of Person Signing*

DUTIES, SPECIFICATIONS, AND COMPENSATION**1. SERVICES.** The Sitter shall:

- (a) Provide food **Number** times a day to **[each][the]** Pet;
- (b) Walk **[each][the]** Pet **Number** times a day;
- (c) Provide playtime and exercise **[Number times]** **[for Number hours]** each day;
- (d) Administer medication **Number** a day;
- (e) Clean up after **[each][the]** Pet;
- (f) Complete a daily report on **[each][the]** Pet for the Owner to review on **[his][her]** return;
- (g) Other

2. SPECIFICATIONS.

The parties agree to the following additional specifications about the Services:

- a) Honest and full disclosure about a dog's temperament and history. If any information is misleading or not truthful, the Sitter has the right to terminate the service at any time.
- b) The sitter will contact the owner and/or owner's representative promptly if any problems arise.
- c) The Owner will not drop off their pet(s) before 7:00am or pick up after 9:00pm.
- d) The Owner will allow Creature Comfort Pet Services to photograph their pet(s) while in the Sitter's care. These photos may be used for marketing purposes.

3. COMPENSATION.

As full compensation for the Services rendered under the agreement, the Owner shall pay the Sitter

At the rate of \$30 per 24 hours or \$15 per 12 hours, with total payment not to exceed **\$Amount** without the Owner's prior written approval. At the Sitter's discretion, any pet sitting over 12 hours and less than 24 hours same day, will result in a full day's worth of \$30. The Sitter shall provide invoices requesting compensation. Payment is due upon picking up the pet(s)

4. CANCELLATION POLICY.

The Owner must notify the Sitter of visit cancellation at least 48 hours before the scheduled visit. The Owner shall pay a \$30 cancellation fee or the regular visit fee, whichever is less, if the 48-hour notification is not provided.

[SIGNATURE PAGE FOLLOWS]

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

Date: _____

By: _____

Owner Name: Laura S. Miller

Creature Comfort Pet Services

Date: _____

By: _____

Name: *Name of Person Signing*

Title: *Title of Person Signing*

EMERGENCY CONTACT LIST

Name: [Emergency Contact Name](#)
Phone No.: [Phone Number](#)

Name: [Emergency Contact Name](#)
Phone No.: [Phone Number](#)

Name: [Emergency Contact Name](#)
Phone No.: [Phone Number](#)

VETERINARY RELEASE

Veterinarian Name
Business Address
City, State, Zip
Phone Number

Dear Veterinarian Name:

Laura Miller will be caring for my pets **Pet Name [and Pet Name]**, beginning on the date below. Laura Miller 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 pets 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 Laura Miller to take my pets to the nearest animal hospital or emergency clinic.

I understand that Laura Miller assumes no responsibility for the loss of my pets and release Laura Miller from all liability related to transportation, treatment, and expense.

My pet[s] [has][have] the following health issues: describe any pet 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 Laura Miller cares for my pets. I understand that this release applies to all of my pets in Laura Miller's care. By signing this release, I affirm that I have the sole authority to make health, medical, and financial decisions about the pets.

Owner Name (printed): _____

Owner Signature: _____ Date: _____