



### Dog Walks/Cat Visit Pet Service Agreement

The parties to this agreement are:

Full Legal Names: \_\_\_\_\_

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

(Hereinafter referred to as “the Owner”)

**AND**

Full Legal Names: \_\_\_\_\_

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

(Hereinafter referred to as “the Walker” and “the visitor”)

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

Whereas the Owner wishes to engage the Walker/Visitor and the Walkers/the Visitor agrees to undertake the services under the terms/procedures and provisions defined in this Dog Walking/Cat Visit Agreement as well as the **Owner’s Information, Pet Information, PayPal Invoice, Medicine Administration Form, and the Medical Release Form** which shall all become part of this Contract. Any reference to pets in this contract shall refer to those specified on the Pet Information sheet(s).

## **1. Relationship and Responsibilities**

1.1. It is expressly understood that the Owner retains the services of the Walker/the Visitor as an Independent Contractor and not as an employee. The Walker/The Visitor shall be responsible for his/her insurance and all statutory declarations and payments regarding income tax and VAT where applicable.

1.2. The Walker/The Visitor undertakes to perform the agreed-on paid for services in an attentive, reliable, and caring manner and the Owner undertakes to provide all necessary information to assist in this performance.

1.3. The Walker/The Visitor undertakes to notify the Owner of any occurrence pertaining to the dog(s)/cat(s) which may be relevant to the care and well-being of the pet(s).

1.4. The Walker/The Visitor will supply and be equipped with the necessary supplies (i.e. waste bags, Litter Box, Scoop) and will duly remove the dog's feces from all public places and for the cat(s) to remove feces from their designated areas.

1.5. The Owner will provide suitable, safe & secure harnesses, collars, leashes and leads as approved by The Walker as well as coats or muzzles if required.

1.6. The Walker/The Visitor shall not be obliged to perform any other duties except those specified on the Owner's information sheet and Pet Information.

## **2. Compensation**

2.1. The Walker/The Visitor will be paid by Moment To Pawz LLC Pet Service per walk/per Visit through our system. Tips are excepted and solely belong to the Walker/The Visitor.

B. Terminate when either party gives 7 (seven) days written notice of termination.

## **3. Cancellation or Early Termination**

3.1. Cancellation by the Owner of scheduled walks/Cat visits with less than 24 hrs. notice may be charged at the full rate or rescheduled at the discretion of Moment To Pawz LLC Pet Service. Early arrivals will not be refunded nor credited.

3.2. Where the Walker/Visitor as sole proprietor needs to cancel a scheduled walk/visit due to unforeseen circumstances, he/she may appoint a substitute Walker/Visitor with the written approval of the Owner and any difference in the fees charged shall be for the account of the Walker/Visitor.

3.3. Should said dog(s)/cat(s) becomes aggressive or dangerous, The Walker/The Visitor may terminate this Dog Walks/Cat Visit agreement with immediate effect with the Owner being charged at full rate for the service.

3.4. Any wrongful or misleading information in the Owner's Information or Pet Information forms may constitute a breach of terms of this Dog Walks/Cat Visit Agreement and be grounds for instant termination thereof.

3.5. If the Owner forgets to reschedule, the pet(s) are not home upon service day of arrival, key doesn't work and other entry devices malfunction, and front desk refuses entry to the Walker/Visitor, the Owner will still be charged full rate. No credit nor refund will be issued.

3.6. Termination under the circumstances described in 3.3, 3.4 and 3.5 above shall not entitle the Owner to any refunds nor relief of any outstanding payments due. If we have a hard time receiving any remaining balances from you legal action will ensue.

#### **4. Liability**

4.1. The Walker/Visitor accepts no liability 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.

4.2. The Walker/The Visitor shall not be liable for any mishap of whatsoever nature which may befall a dog(s)/cat(s) or caused by a dog(s)/cat(s) who have unsupervised access to the outdoors.

4.3. The Owner shall be fully liable for all medical expenses and damages resulting from an injury to the Walker/the Visitor caused by the said dog(s)/cat(s) as well as damage to the Owner's property.

4.4. The Walker/The Visitor is released from all liability related to transporting dog(s) to and from any veterinary clinic or kennel, the medical treatment of the dog(s) and the expense thereof. It is solely the full responsibility of the Owner.

## 5. Indemnification

The parties agree to indemnify and hold harmless **MOMENT TO PAWZ PET LLC SERVICE/DESLA EPISON**, each other as well as respective employees, agents successors and assigns from all claims arising from either party's willful or negligent conduct.

## 6. Emergencies

In the event of a medical emergency, the Walker/the Visitor shall contact the Owner at the numbers provided on the **Medical Release Form, Pet Boarding/Day Care Agreement, Dog Walks/Cat Visits Agreement, Medicine Administration Form, Policies** to confirm the Owner's choice of action. The Walker/The Visitor is certified in First Aid/CPR for pet(s) but must have your permission to administer these skills.

YES, administer **First Aid/CPR** to my pet(s) \_\_\_\_\_

NO do not administer **First Aid/CPR** to my pet(s) \_\_\_\_\_

If Pet Owner cannot be reached timeously, the Walker/Visitor is authorized to:

6.1. Transport the dog(s)/cat(s) to the listed veterinarian.

6.2. Request on-site treatment from a veterinarian;

6.3. Transport the dog(s)/cat(s) to an emergency clinic if the previous two options are not feasible.

## **7. Security**

The Walker/the Visitor warrants to keep safe and confidential all keys, remote control entry devices, access codes and personal information of the Owner and to return those items the same way as given to the Owner at the end of the contract period or immediately upon demand.

## **8. Relaxation of Terms:**

No relaxation, indulgence, waiver or release by any party of any of the rights in terms of this agreement on one occasion shall prevent the subsequent enforcement of such rights and shall not be deemed to be waiver of any subsequent breach of any of the terms.

## **9. Whole Agreement**

This **Dog Walks/Cat Visits Agreement, Terms/Procedures and Conditions and Owner's Information, Pet care Agreement, Medicine Administration Form, the Medical Release Form and Invoice payment** 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 therein. Any alternation to this agreement must be in writing and signed by signed by both parties.

## **10. Assignment**

No party may assign any of its rights or delegate or assign any of its obligations in terms of this **Dog Walks/Cat Visits Agreement** without the prior writer consent of the other party, except where otherwise stated.

## **11. Binding Effect**

The terms of this agreement shall be binding upon and accrue to the benefit and be enforceable by either party's successors, legal representatives and assigns.

## 12. Governing Law

This agreement shall be construed, interpreted and governed in accordance with the laws of **State of Florida** and should any provision of this agreement be judged by an appropriate court as invalid; it shall not affect any of the remaining provisions whatsoever.

### 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:** \_\_\_\_\_

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

