



# Pet Sitting Service Agreement

This Agreement is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ henceforth known as "Client" and Neigh Care, LLC. Henceforth known as "Pet Sitter".

## RECITALS

WHEREAS, the client is the Owner of all pet(s) listed on the Neigh Care, LLC Client Portal, the "Portal" (<https://www.timetopet.com/portal/neighcarellc>), said pets henceforth known as the "Pet(s)"; and

WHEREAS, the Client wishes to engage the Pet Sitter as an Independent Contractor for the Client for the purpose of performing certain specified tasks on the terms and conditions set forth below; and

WHEREAS, the Pet Sitter wishes to provide the services in accordance with the terms of this agreement; and

WHEREAS, each party is duly authorized and capable of entering into this Agreement.

NOW THEREFORE, in consideration of the above Recitals, the Client and Pet Sitter agree to the following.

### 1. Relationship and responsibilities

**1.1** The Pet Sitter undertakes the agreed upon services in an attentive, reliable and caring manner and the Client will provide all necessary information to assist in this performance.

**1.2** The Client confirms that the Pet(s) to be cared for are not used for commercial gain.

**1.3** The Client will provide suitable harnesses, collars, and leads as well as fly spray, blankets, muzzles, lead chains or other equipment as would be necessary to complete the tasks requested.

### 2. Duration of the Pet Sitting Service Agreement

**2.1** This Pet Sitting Agreement shall come into effect on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, and shall remain in effect until such time as either party gives at least seven (7) days written notice of said termination.

**2.2** If the Pet Sitting Service Agreement is terminated less than seven (7) days prior to the start date of service, the Client will forfeit their deposit. Any remaining payment will be refunded to the Client.

**2.3** Any intentionally wrongful or misleading information in the Client information or Pet information profiles may constitute a breach of terms of this Pet Sitting Service Agreement and be grounds for instant termination thereof. In this circumstance, the Client is not entitled to any refunds or relief of outstanding payments due.

### 3. Cancellation or Early Termination of Service

**3.1** If a Neigh Care LLC Pet Sitter needs to cancel a scheduled visit due to unforeseen circumstances, a substitute Pet Sitter will be appointed with the written approval of the Client and any difference in the fees charged shall be for the account of the Pet Sitter.

**3.2** Should any Pet(s) become aggressive or dangerous, the Pet Sitter may terminate this Agreement with immediate effect and arrange with the Pet(s) emergency contact to assume responsibility for the Pet(s) until the Client returns OR Place the Pet(s) into a kennel or animal care facility at the Client's expense if the emergency contact is unable or

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unwilling to assume responsibility for the Pet(s). In this event, the agreement shall be terminated unless the Pet Sitter agrees to continue with other home caring duties and/or caring for other listed Pet(s) at no reduction in compensation.

**3.3** Cancellation of service made at least 72 hours prior to the start of service will receive a full refund. Cancellations made within 72-24 hours' notice will forfeit their 50% deposit. Cancellation of scheduled services by the Client with less than 24 hours' notice will forfeit their deposit and be charged the full cost of services that were to be provided within the 24-hour period of time.

**3.4** Due to the high demand for holiday dates, should the client cancel less than 14 days before the holiday services begin, the 50% deposit will be forfeited. For holiday cancellations less than 7 days before holiday services begin, the entire payment is forfeited.

**3.5** In the event you return early when a series of events has been scheduled, please notify us as soon as possible. The Client will only be charged for the next visit or the current visit in progress.

## **4. Liability**

**4.1** The Pet Sitter will carry liability insurance relative to the services performed for the Client. A copy of the insurance policy will be made available to the Client upon request.

**4.2** Neigh Care, LLC and the Pet Sitter accept no liability for any breach of security or loss of damage to the Client's property if any other person has access to the property during the term of this agreement. If another party has access to the Client's home in their absence, Neigh Care, LLC and the Pet Sitter is released from any liability with the exception of when the Pet(s) are under the direct supervision of the Pet Sitter.

**4.3** Neigh Care and the Pet Sitter shall not be liable for any mishap of nature which may befall a pet or caused by a pet who has unsupervised access to the outdoors.

**4.4** Client will be held responsible for any injury or damage caused to the Pet Sitter as a result of previously undisclosed aggression in the Clients' Pet(s).

**4.5** The Client shall be liable for all medical expenses and damages resulting from an injury to any other animal or person caused by their Pet(s) while in the care of Neigh Care, LLC, its respective employees, members, agents, and affiliates.

**4.6** Neigh Care, LLC. And the Pet Sitter is released from all liability related to transporting Pet(s) to and from any veterinary clinic, the medical treatment of the Pet(s), and the expenses thereof.

## **5. Indemnification**

Client agrees to indemnify, defend, and hold harmless Neigh Care, LLC its respective employees, members, agents and affiliates from all liabilities, claims and expenses, including reasonable attorney's fees, that arise from or relate to Pets' behavior, including without limitation, property damage, person injury, or death caused by Pets.

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## 6. Emergencies

**6.1** Should Client's pet(s) require emergency veterinary treatment; the Pet Sitter will adhere to the agreed upon Vet Release Form (see Vet Release Form).

**6.2** As Client, I confirm that the information on the vet release form is current. Should any information change, I understand it is my responsibility as Client to complete and submit a new Vet Release Form found at [www.NeighCareLLC.com](http://www.NeighCareLLC.com).

## 7. Security

**7.1** Client agrees that Service Provider shall have all necessary access to the Client's property or to the pet(s) and barn, located at the address indicated in the Portal.

**7.2** The Pet Sitter warrants to keep safe and confidential all keys, remote control entry devices, access codes, and personal information of the Client and to return same to Client at the end of the contract period or immediately upon demand.

## 8. Media Capture

**8.1** The Client authorizes and releases Neigh Care, LLC the use of any images taken in photography or video recording of any purpose with Neigh Care, LLC. More specifically, the client authorizes Neigh Care, LLC to photograph/video their Pet(s) and releases any claims that may arise due to the use of images publicly, on social media, and for advertising purposes.

**8.2** The Pet Sitter will not take pictures of your address nor will your name or address be mentioned in conjunction with any photographs/video.

## 9. Relaxation of Terms

No relaxation, indulgences, 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 a waiver of any subsequent breach of any terms.

## 10. Compensation

**10.1** Please refer to the Neigh Care LLC website for individual rates. Client will be sent an invoice for the total amount due. Payments are due 3 days prior to the first scheduled service.

**10.2** For Holiday Services, a 50% deposit is required at the time of booking. The remainder of the holiday payment is due 7 days prior to the first scheduled service within the holiday block.

**10.3** In the case of emergency transportation/vet visit care rates resulting during a service, the Client has fourteen (14) days from the date of service to pay accrued charges. Handling charges for returned checks, and other fees shall be payable as set forth in the Payment and Cancellation policy found under 'FORMS' on the Neigh Care LLC website.

**10.4** To avoid cancelled services, it is highly recommended to keep a credit card on file in the Portal.

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**10.5** Credit Card and Debt Card payments will be made through Time to Pet software and processed by WePay. Personal Checks made payable to Neigh Care, LLC are also accepted. Please be sure the Pet Sitter knows where the check payment will be left when they arrive for the first visit.

**10.6** The Pet Sitter will retain and submit receipts as proof of additional expenses such as pet food, hay, bedding or cleaning supplies, transportation or unexpected emergency health care expenses.

## 11. Whole Agreement

This Pet Sitting Agreement, Veterinary Release form, Emergency Contact form, Client Information details, Pet Information details, and Portal Policies 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 expression of implied provision not contained therein. Any alteration to this agreement must be in writing and signed by both parties.

## 12. Assignment

No party may assign any of its rights or delegate or assign any of its obligations in terms of this Pet Sitting Agreement without the prior written consent of the other party, except where otherwise stated.

## 13. 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.

## 14. Governing Law

Client and Service Provider agree that this contract is governed by and construed in accordance with the substantive law and regulations of the state of South Carolina, without regard to conflicts of law provisions. If any provision of this Agreement or the application of any such provision shall be held to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent permissible.

## 15. 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.

\_\_\_\_\_  
Client Signature                      Client Printed Name                      Date

\_\_\_\_\_  
Neigh Care LLC Signature                      Printed Name                      Date

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