



# 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 this day, 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 by the client 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 provided by the owner 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.

**2.4** Services will be provided only at the pet's residence at which the Meet & Greet takes place.

**2.5** Neigh Care LLC will not share pet care with hobby sitters such as those found on Rover, Wag or non-insured persons. In the case visits are shared with a friend or family member for a requested service period, please refer to section 4.2. This person must be 18+, listed as an Emergency Contact and must be present at the Meet & Greet.

Client Initials \_\_\_\_\_



# *Pet Sitting Service Agreement*

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

**3.1** 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 an animal care facility at the Client's expense if the emergency contact is unable or 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.

**3.2** In the event you return early, a refund or credit will not be issued for the remaining visits.

### **3.3 Non-Holiday Cancellation Policy for Pet Sitting**

\*Cancellations for pet sitting trips requested at least 5 days prior to the start of service will receive a full refund.

\*Cancellations for pet sitting trips made less than 5 days from the start of services will be subject to a 50% cancellation fee.

\*Cancellation of scheduled pet sitting services by the Client with less than 72hr notice (3 days) will be charged the full cost of services requested.

### **3.4 Holiday Cancellation Policy for Pet Sitting**

\*Due to the high demand for holiday dates, a non-refundable 50% deposit is required to secure holiday services.

\*The client will be responsible for full payment of any holiday services canceled less than 14 days before services begin.

### **3.5 Dog Walking Cancellation and Short Notice Requests Policy**

\*Cancellations after 4pm the day before services will have a 100% cancellation fee for the walk being cancelled.

\*Short Notice requested after 4pm the day before will have a 10% Short Notice Accommodation fee applied to the service.

### **3.6 Credits vs. Refunds**

In the case your invoice has been settled and an adjustment needs to be made, a credit will be added to your account to be used within the remaining calendar year. Refunds will only be issued in the case of Neigh Care services being discontinued indefinitely, pet death, or client relocation before the services are needed.

## **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).

Client Initials \_\_\_\_\_



# *Pet Sitting Service Agreement*

**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.

## **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 the 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. This includes any member of the Neigh Care Staff, regardless if they have previously met your pet(s).

**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. Physical key access to the residence will be kept on site in a lockbox. In the case a lockbox is not provided by the client, a lockbox will be leased to the client for the duration of the pet's care at a flat rate of \$20 per service period.

**7.3** In the case the client requests to meet all sitters, any additional meet & greets will be at the expense of the client at the rate of a 30 min visit.

## **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.

Client Initials \_\_\_\_\_



# *Pet Sitting Service Agreement*

**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.

**8.3** Any photography or video recording will not be made public until services are complete.

## **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. Credit card/ debit card payments will be autocharged to the card on file on the first scheduled day of service.

**10.2** A Short Notice Accommodation Fee will be included on invoices where the dates of service are within 5 days of the date the request was received.

**10.3** For Holiday Services, a non-refundable 50% deposit is required at the time of booking.

**10.4** 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.

**10.5** In the event payment is not received but services are provided, the card on file will be charged. If we are unable to charge the card on file, a 10% per month late fee will be charged after a 5-day grace period and future services will be removed from our schedule until payment is received.

**10.6** To avoid canceled services or late fees, it is highly recommended to keep a credit card on file in the Portal.

**10.7** Credit Card and Debt Card payments will be made through Time to Pet software and processed by Stripe.

**10.8** 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. These will be added to the invoice and charged to the card on file once the service period invoiced for is completed.

## **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.

Client Initials \_\_\_\_\_



# *Pet Sitting Service Agreement*

## **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**

This Agreement's terms are binding and 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.

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\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Client Printed Name

\_\_\_\_\_  
Date

Client Initials \_\_\_\_\_