

Pant SF Pet Care Contract



The parties to this contract and agreement are: Full Legal Names: _____ of (Physical Address): _____ (Hereinafter referred to as "the Owner") and Paige Tuhey DBA Pant SF of 2010 Gough St. San Francisco, CA94109 (Hereinafter referred to as "Pant SF"). The parties choose the above stated addresses as their physical addresses at which legal proceedings may be instituted. Whereas the Owner wishes to engage Pant SF and Pant SF agrees to undertake the services under the terms and provisions defined in this Pet Care Contract as well as the Owner's Information sheet, Pet Information sheet(s) and Veterinary 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

It is expressly understood that the Owner retains the services of Pant SF as an Independent Contractor and not as an employee. Pant SF shall be responsible for all statutory declarations and payments of income tax where applicable. Pant SF undertakes to perform the agreed upon walking and/or sitting service in an attentive, reliable and caring manner. The Owner undertakes to provide all necessary information to assist in this performance.

2. Compensation

2.1. Pant SF shall be paid the agreed-upon fee in advance for pet care-related services. With regard to dog-sitting, no deductions shall be made for late departure or early return of the Owner.

2.2. Additional fees may include the purchase of necessary items for the care of the pet(s), including but not limited to pet food, litter or cleaning supplies, transportation, unexpected visits and emergency expenses for health care. Pant SF shall retain and submit receipts as proof of additional expenses.

3. Duration

3.1. This Pet Care Contract shall start and end on the days mutually agreed upon in writing.

3.2. The term of this Pet Care Contract may be extended if requested by the Owner and so accepted by Pant SF.

3.3. The onus shall be on the Owner to confirm his/her return and his/her availability to resume care of the property and pet(s) prior to or on the last day of this contract term. If PANT SF does not hear from you, we may perform additional visits in the interest of the pet(s). Additional charges will apply, and be payable immediately upon your return.

4. Cancellation or Termination

4.1. Either party may terminate this Pet Care Contract a minimum of 72 (seventy two) hours prior to the first scheduled visit without incurring penalties or damages.

4.2. Failure by the Owner to cancel by giving the minimum notice required or any cancellation of services scheduled during Thanksgiving, Memorial Day weekend, Labor Day weekend, or from 20 December to 4 January will result in a 30% cancellation fee of the total amount due, unless such cancellation is caused by severe weather, death in the family or a medical emergency.

4.3. Where Pant SF as sole proprietor needs to cancel later than 72 hours prior to the Owner's departure due to unforeseen circumstances, we may appoint a substitute with the written approval of the Owner and any difference in the fees charged shall be paid by Pant SF.

4.4. Should any pet become aggressive or dangerous, Pant SF may:

4.4.1. Arrange with the pet's Guardian to assume responsibility for the pet until the Owner's return;

4.4.2. Place the pet into a kennel or animal care facility at the Owner's expense if the Guardian is unable or unwilling to assume responsibility for the pet.

4.4.3. In either event as described in 4.4.1. and 4.4.2. above, this contract shall be deemed terminated unless Pant SF agrees to continue with other home caring duties and/or caring for other listed pets at no reduction in compensation.

4.5. Any wrongful or misleading information in the Owner's Information or Pet Information sheets may constitute a breach of terms of this Pet Care Contract and be grounds for instant termination thereof.

4.6. Termination under the circumstances described in 4.4 or 4.5 above shall not entitle the Owner to any refunds nor relief of any outstanding payments due.

5. Liability

5.1. Pant SF accepts no liability for any breach of security or loss of or damage to the Owner's property, nor shall Pant SF be liable for injury or mishap which may befall a pet while in our care.



5.2. Pant SF will maintain liability insurance.

5.3. The Owner shall be liable for all medical expenses and damages resulting from an injury to Pant SF proprietor or contractors caused by the pet.

5.4. Pant SF is released from all liability related to transporting pet(s) to and from any veterinary clinic or kennel, the medical treatment of the pet(s) and the expense thereof.

6. Indemnification

The parties agree to indemnify and hold harmless each other as well as respective employees, successors and assigns from any and all claims arising from either party's willful or negligent conduct.

7. Emergencies

In the event of an emergency, Pant SF shall contact the Owner at the numbers provided to confirm the Owner's choice of action. If the Owner cannot be reached within a timely fashion as deemed appropriate by Pant SF, Pant SF is authorized to:

7.1. Transport the pet(s) to the listed veterinarian;

7.2. Request on-site treatment from a veterinarian;

7.3. Transport the pet(s) to an emergency clinic if the previous two options are not feasible.

7.4. Be compensated for transport and attention. The Owner agrees to pay Pant SF the amount of \$40 (forty dollars) per hour for time dedicated to the emergency incident.

8. Security

Pant SF warrants to keep safe and confidential all keys, remote control entry devices, access codes and personal information of the Owner and to return same to the Owner at the end of the contract period or immediately on demand, unless otherwise authorized to relinquish these items and information to another party with written permission by the Owner and agreed upon by Pant SF.

9. Relaxation of Terms

No relaxation, indulgence, waiver or release by any party of any of the rights of this Pet Care Contract 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 of the terms.

10. Whole Agreement

This Pet Care Contract and Owner's Information sheet, Pet Information Form and the Veterinary Release Form attached constitute the sole and entire agreement between the parties regarding the subject matter hereof and the parties waive the right to rely on any alleged expressed or implied provision not contained therein. Any alteration to this agreement must be in writing and signed by both parties.

11. Assignment

No party may assign any of its rights or delegate or assign any of its obligations of this Pet Care Contract without the prior written consent of the other party, except if inclement weather or a bona fide emergency prohibits Pant SF from fulfilling her duties, in which event the Owner may be called upon to care for the pet(s).

12. Governing Law

This Contract and Agreement shall be construed, interpreted and governed according to the laws of the State of California and should any provision of this Contract be judged by an appropriate court as invalid, it shall not affect any of the remaining provisions whatsoever.

13. 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.

Pet Owner's Signature: _____ Date _____

Pant SF Proprietor Signature: _____ Date _____