

# PET CARE AGREEMENT

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This Pet Care Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[OWNER LEGAL NAME], residing at [OWNER ADDRESS] (the "**Owner**"); and

[CAREGIVER LEGAL NAME / BUSINESS NAME], of [CAREGIVER ADDRESS] (the "**Caregiver**").

The Owner and the Caregiver are each a "**Party**" and together the "**Parties**." This Agreement concerns [PET NAME(S)], described in **Exhibit A** (each a "**Pet**" and collectively the "**Pets**").

**Recitals.** The Owner wishes to engage the Caregiver to provide pet sitting, boarding, dog walking, or related care for the Pets, and the Caregiver wishes to provide that care, on the terms below. The Parties wish to set out the scope of care, fees, authority for veterinary care, and allocation of risk. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Pets and Services

**1.1 The Pets.** The Pets, including each Pet's name, species, breed, age, weight, medical conditions, medications, dietary needs, behavioral notes, and emergency veterinarian, are described in **Exhibit A**, which the Owner certifies is accurate and complete.

**1.2 Services.** The Caregiver will provide the following services (the "**Services**"): [e.g. in-home pet sitting, overnight boarding, dog walking, feeding, medication administration, litter/cage cleaning, transportation], during the period and at the location stated in Section 2.

**1.3 Standard of care.** The Caregiver will provide the Services with reasonable skill and care, will treat the Pets humanely, and will follow the Owner's written instructions regarding feeding, exercise, medication, and routine.

**1.4 Caregiver representations.** The Caregiver represents that it is able to provide the Services, has experience appropriate to the Pets, and will maintain any license, registration, or insurance required for its business in [STATE].

## 2. Schedule and Location

**2.1 Service period.** The Services will be provided from [START DATE/TIME] to [END DATE/TIME], or on the recurring schedule described here: [SCHEDULE].

**2.2 Location of care.** The Services will be provided at [OWNER'S HOME / CAREGIVER'S HOME / FACILITY ADDRESS]. The Caregiver will not move the Pets to another location without the Owner's consent, except in an emergency.

**2.3 Access and keys.** The Owner will provide the access necessary for the Services, including [KEYS / CODES / GARAGE OPENER]. The Caregiver will safeguard all access items, use them only for the Services, and return

them at the end of the service period.

**2.4 Early return or extension.** If the Owner returns early or needs to extend the service period, the Owner will notify the Caregiver as soon as practicable; fees will be adjusted accordingly.

### 3. Fees and Payment

**3.1 Fees.** The Owner will pay the Caregiver **\$[AMOUNT]** per **[VISIT / NIGHT / WALK / WEEK]**, plus any agreed add-on fees listed in **Exhibit A**.

**3.2 Deposit.** The Owner will pay a deposit of **\$[AMOUNT]** to reserve the service period, which will be **[APPLIED TO THE FINAL BALANCE / NON-REFUNDABLE AS STATED IN SECTION 6]**.

**3.3 Payment.** The balance is due **[BEFORE THE SERVICE PERIOD BEGINS / ON COMPLETION / WITHIN [NUMBER] DAYS OF INVOICE]**, payable by **[METHOD]**.

**3.4 Reimbursable costs.** The Owner will reimburse the Caregiver for pre-approved out-of-pocket costs incurred for the Pets, such as food, supplies, and veterinary charges advanced by the Caregiver, on presentation of receipts.

**3.5 Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law.

### 4. Veterinary Care and Emergencies

**4.1 Authorization.** The Owner authorizes the Caregiver to seek veterinary care for a Pet that appears ill or injured during the service period, using the Pet's veterinarian where possible and an emergency clinic where necessary.

**4.2 Spending limit.** The Caregiver will attempt to reach the Owner before authorizing care exceeding **\$[AMOUNT]**, but if the Owner cannot be reached and the Pet needs urgent care, the Caregiver may authorize care reasonably necessary to protect the Pet's health, and the Owner will reimburse the cost.

**4.3 Emergency contacts.** The Owner's emergency contact is **[NAME, PHONE]**, and the Pet's veterinarian is **[NAME, PHONE]**. The Owner will keep these current.

**4.4 Notice.** The Caregiver will notify the Owner of any injury, illness, escape, bite, or other significant incident involving a Pet as soon as practicable.

### 5. Owner Responsibilities and Representations

**5.1 Health and behavior.** The Owner represents that the Pets are in good health, are current on vaccinations (including rabies where required), and have no history of aggression except as disclosed in **Exhibit A**.

**5.2 Supplies and instructions.** The Owner will provide sufficient food, medication, and supplies for the service period and clear written care instructions.

**5.3 Disclosure of risks.** The Owner will disclose any condition, allergy, or behavioral trait that affects the Pet's care or the safety of others. Failure to disclose may shift responsibility to the Owner under Section 6.

**5.4 Property.** The Owner will secure or remove valuables and disclose any hazard at the location where the Services are provided.

### 6. Liability, Indemnity, and Cancellation

6.1 **Assumption of risk.** The Owner understands that animals are unpredictable and that ordinary care does not guarantee against illness, injury, escape, or death. The Caregiver is not liable for outcomes that occur despite the exercise of reasonable care.

6.2 **Limitation of liability.** Except for the Caregiver's gross negligence or willful misconduct, the Caregiver's total liability under this Agreement will not exceed the total fees paid by the Owner for the service period giving rise to the claim.

6.3 **Indemnification.** The Owner will indemnify and hold the Caregiver harmless from third-party claims arising from the Pets' behavior, including bites or property damage, except to the extent caused by the Caregiver's gross negligence or willful misconduct.

6.4 **Cancellation.** A Party may cancel on [NUMBER] days' notice. If the Owner cancels within [NUMBER] days of the service period, the deposit is [NON-REFUNDABLE / FORFEITED AS A CANCELLATION FEE]. The Caregiver will refund amounts paid for Services not rendered, less any non-refundable deposit.

7. General Provisions

7.1 **Independent contractor.** The Caregiver is an independent contractor and not an employee or agent of the Owner. Nothing creates a partnership or joint venture.

7.2 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the courts located in [COUNTY, STATE].

7.3 **Photos and promotion.** The Caregiver [MAY / MAY NOT] use photographs of the Pets for promotional purposes; if permitted, the Caregiver will not identify the Owner without consent.

7.4 **Entire agreement; amendment.** This Agreement, with its Exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

7.5 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

7.6 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

OWNER	CAREGIVER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: N/A	Title: [TITLE / N/A]
Date: _____	Date: _____
_____	_____

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