

## Pet Sitting Service Agreement

Elise Dickinson, [elise.dickinsonnc@gmail.com](mailto:elise.dickinsonnc@gmail.com) ( 919) 323-5341

This Pet Sitting Service Agreement is entered into by and between Elise Dickinson and \_\_\_\_\_ (Client) for pet care services

beginning as noted on the Pet Sitting Information Sheet and continuing from time to time thereafter as requested orally or in writing by Client.

### Pet Care

1. Elise Dickinson agrees to provide pet care services in a reliable, trustworthy and caring manner in accordance with Client's instructions, as provided by Client and recorded on the Client Information & Instruction Sheet in the initial interview, and as supplemented verbally or in writing by client from time to time. Client agrees to provide Elise Dickinson with updated information, including any changes in pet care requirements, in advance of each pet care engagement. Elise Dickinson shall have ultimate authority and shall exercise professional discretion the care of any pet in the custody or care of Elise Dickinson and Client hereby authorizes Elise Dickinson to exercise professional judgment in the care of such pet. In no event shall Elise Dickinson be liable for any injury to Client's pet(s) or property caused by Elise Dickinson following Client's instructions.
2. Client represents and warrants that all pets left in the care of Elise Dickinson shall be in good health except as noted on the Client Information & Instruction Sheet. In the event of injury, illness or death of the pet(s), Client authorizes Elise Dickinson to transport Client's pet(s) to any available veterinarian and to approve any medical treatment recommended by such veterinarian. Client shall be responsible for all costs, expenses and charges for medical treatment to Client's pet(s), and shall reimburse Elise Dickinson for any funds expended or costs incurred on behalf of Client's pet(s) while in the care or custody of Elise Dickinson.
3. Client authorizes Elise Dickinson, if it becomes necessary during the duration of the pet care engagement, to secure Client's pet(s) in any reasonable manner including but not limited to restricting Client's pet(s) to all or part of Client's or Elise Dickinson's premises or transporting Client's pet(s) to a boarding facility to protect Client's pet(s), other animals and/or property from damage. In the event that it becomes necessary to transport Client's pet(s) to a boarding kennel for the protection of such pet(s) or other property, Elise Dickinson shall make reasonable efforts to contact Client prior to such transport. Client shall be responsible for any and all costs and expenses related to any boarding or other special care required to secure Client's pet(s) or to prevent escape or harm to client's pet(s) or other property.
4. Elise Dickinson will make every attempt to care for Client's pet(s) in accordance with the schedule arranged by Elise Dickinson and Client. In the event that severe weather or other conditions prohibit road travel, Elise Dickinson will visit Client's pet(s) as soon as roads are safely passable.

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5. Client agrees to notify Elise Dickinson promptly upon Client's return, of any concerns that Client may have regarding the pet care rendered by Elise Dickinson.

In the event that Client has not notified Elise Dickinson of Client's return, Elise Dickinson may extend the pet care engagement and Client shall incur additional charges.

6. Client does hereby agree and acknowledge that all licenses and vaccinations required by applicable state, county or local municipality for each pet in the care of Elise Dickinson are current and will be current prior to each pet care engagement.

#### Liability

1. Client hereby expressly waives and relinquishes any and all claims and causes of action against Elise Dickinson for fines, injury to, disappearance or death of Client's pet(s) unless caused solely by the gross negligence of Elise Dickinson. Elise Dickinson shall not, under any circumstances, be responsible for any harm or injury caused to or by Client's pet(s) with unsupervised access to the outdoors.
2. Client shall be solely responsible for any and all injury and/or damages caused by Client's pet(s) to any person or property while Client's pet(s) is/are in the care of Elise Dickinson.
3. Client does hereby agree to indemnify and hold harmless Elise Dickinson for (1) any and all injury or damage to persons or property caused by Client's pet(s) while in the care of Elise Dickinson; (2) for any and all injury or damage to Client's pet(s) while in the care of Elise Dickinson, whether caused by Client's pet(s), other animals, veterinary care or the actions of Client's pet(s) and (3) any and all claims, actions, or causes of action brought by third parties against Elise Dickinson for injury or damage caused by Client's pet(s).
4. Client is strongly advised to render exclusive care, custody and control of Client's pet(s) and premises to Elise Dickinson during Client's absence. In the event that any person other than Elise Dickinson should have access to Client's pet(s) or premises during Client's absence, Client expressly waives and relinquishes any and all claims against Elise Dickinson for harm or damage to Client's pet(s) and/or to other property, both real and personal, regardless of causation.
5. Dog Owners: Client authorizes Elise Dickinson to walk Clients' dog(s) off leash (unless otherwise specified on the Client Information & Instruction Sheet), and Client does hereby agree and acknowledge that said dog(s) is/are suitable for off-leash play, and agrees that Elise Dickinson will not be responsible for any and all offleash incidents involving Client's dog(s). \_\_\_\_\_(initial).

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Dispute Resolution; Miscellaneous:

1. Client and Elise Dickinson agree that any and all disputes or claims, whether in law or equity, arising out of this Agreement or arising while Client's pet(s) is/are in the care of Elise Dickinson shall be submitted first to mediation and then to binding arbitration in Durham, NC. All mediation and arbitration shall be conducted by an expert in the pet care industry, or such other expert as the parties both agree to be appropriate. All costs of mediation and arbitration shall be borne equally between the parties, except as otherwise determined by the neutral mediator or arbitrator. In the event that the parties cannot reach resolution through accordance with the rules of the American Arbitration Association. The decision of the arbitrator may be entered as a final judgment in a court having jurisdiction over the matter. In the event that either party

shall commence an action without first attempting to resolve the matter through mediation and arbitration that party shall be responsible for all costs and fees of the action, including costs and fees of the other party in enforcing this paragraph, and the initiating party shall not be entitled to attorney's fees and costs, even if that party is the prevailing party in the action.

2. This Agreement contains the entire understanding of the parties and supersedes any prior agreement of the parties. This Agreement shall be governed by the laws of the State of North Carolina. Except as otherwise noted herein, any amendment or modification to this Agreement must be in writing, signed by the party against whom enforcement is sought. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, successors and assigns of each party. In the event that any provision of this Agreement is unenforceable, all other provisions shall remain in full force and effect.

The parties hereby acknowledge that they have read, understood and agree to the terms contained herein, and that each has received a copy of this Agreement.

Elise Dickinson: \_\_\_\_\_

Date: \_\_\_\_\_

101 E Delafield Ave Durham NC 27704

Client: \_\_\_\_\_ (signature) Date: \_\_\_\_\_

Client: \_\_\_\_\_ (Print)

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

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