



Terms and Conditions

The parties to this contract and agreement are:

All clientele are referred to as “The Owner.”

Breanna Jones is referred to as “The Walker/Sitter.”

Whereas the Owner wishes to engage the Walker and the Walker agrees to undertake the services under the terms and provisions defined in this Dog Walking Contract as well as the Pet Information sheet(s) and the Veterinary Release Form which shall all become part of this Contract. Any reference to dogs or pets in this contract shall refer to those specified on the Pet Information sheet(s).

1. Relationship and Responsibilities

1.1. It is expressly understood that the Owner retains the services of the Walker as an Independent Contractor and not as an employee. The Walker shall be responsible for his/her insurance and all statutory declarations and payments with regard to income tax and VAT where applicable.

1.2. The Walker undertakes to perform the agreed-on services in an attentive, reliable and caring manner and the Owner undertakes to provide all necessary information to assist in this performance.

1.2.a. All necessary paperwork filled out by the Owner will be the truth and correct to the best of the Owner’s knowledge. Any changes in information having to do with the pet(s) will be relayed to the Walker in a timely manner.

1.3. The Walker undertakes to notify the Owner of any occurrence pertaining to the dog, which may be relevant to the care and well-being of the dog.

1.4. The Walker will supply and be equipped with a scooper and waste bags and will duly remove the dog's feces from all public places.

1.5. The Walker reserves the right to walk other compatible dogs at the same time but undertakes to limit the number of dogs walked with one person to 2 (two).

1.6. The Owner will provide suitable and proper fitting harnesses, collars and leads as approved by the Walker as well as coats or muzzles if required.

2. Cancellation or Early Termination

- 2.1. Either party may terminate this Dog Walking Contract a minimum of 24 (twenty-four) hours prior to the first scheduled visit without incurring penalties or damages.
- 2.2. Cancellation by the Owner of scheduled walks with less than 24 hours' notice may be charged at the full rate or rescheduled at the discretion of the Walker.
- 2.3. Where the Walker as sole proprietor needs to cancel a scheduled walk due to unforeseen circumstances, he/she may appoint a substitute Walker with the written approval of the Owner and any difference in the fees charged shall be for the account of the Walker.
- 2.4. Should any dog become aggressive or dangerous, the Walker may terminate this dog walking contract with immediate effect.
- 2.5. Any wrongful or misleading information in the Owner's Information or Pet Information sheets may constitute a breach of terms of this Dog Walking Contract and be grounds for instant termination thereof.
- 2.6. Termination under the circumstances described in 2.4 or 2.5 above shall not entitle the Owner to any refunds nor relief of any outstanding payments due.
- 2.7. The Walker reserves the right to terminate this contract at any if the Walker, in her sole discretion determines that Owner's pet poses a danger to the health or safety of itself, other pets, other people, or the Walker.

3. Liability

- 3.1. The Walker will carry liability insurance relative to the services performed for the Owner.
- 3.2. The Walker accepts no liability for any breach of security or loss of or damage to the Owner's property if any other person has access to the property during the term of this agreement.
- 3.3. The Walker shall not be liable for any mishap of whatsoever nature which may befall a dog or caused by a dog who has unsupervised access to the outdoors.
- 3.4. The Owner shall be liable for all medical expenses and damages resulting from an injury to the Walker caused by the dog as well as damage to the Owner's property.
- 3.5. The Walker is released from all liability related to transporting dog(s) to and from any veterinary clinic or kennel, the medical treatment of the dog(s) and the expense thereof.

4. Emergency Transport

In the event of an emergency, the Walker shall contact the Owner at the numbers provided to confirm the Owner's choice of action. If the Owner cannot be reached timeously, the Walker is authorized to:

- 4.1. Transport the dog(s) to the listed veterinarian;
- 4.2. Request on-site treatment from a veterinarian;
- 4.3. Transport the dog(s) to an emergency clinic if the previous two options are not feasible.

5. Compensation

5.1. The Sitter/ Walker shall be paid the amount of \$ _____ dollars and no deductions shall be made for late departure or early return of the Owner.

5.2. 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. The Sitter/Walker shall retain and submit receipts as proof of additional expenses.

5.3. The total amount of dollars shall be payable in advance to the Walker/Sitter upon booking services.

5.3.a. 25% of all services must be paid upon booking services with Jericho's Walking Company. The remaining 75% is to be paid before or on the first day of The Owner's first visit.

6. Local Ordinances and State Regulation

6.1. The Owner is responsible to follow all local regulations established where the dog resides. Walker/Sitter is not responsible for any fees imposed upon them due to lack of licensing or thereof. Title 7 within Stanislaus County code section under animals specifies the Owner is responsible for understanding and following local guidelines. If the Owner resides outside of Stanislaus County, the Owner is responsible to follow and abide by all rules and regulations. Set aside from local ordinances, such as gated community rules etc. the Owner is responsible for informing the sitter/ walker of these.

6.2. In addition, the Walker is not responsible for any fines given by the city due to a pet not having the proper tags and licensing required by the city in which the pet resides.

7. Pet Sitting

7.1. The Walker is not responsible for damage to the home beyond the control of the Walker (Pet Sitter). This includes, but is not limited to, leaks, electrical problems, and acts of nature. In these situations, the Walker (Sitter) will attempt to contact the client and then the emergency contact before making a subjective decision on dealing with the problem. All repairs and related fees will be paid by the client, or fully reimbursed to The Walker (Pet Sitter) within 14 days.

7.2. The Walker is not responsible for any damage to property, whether it's from the Owner's pet(s), burglary (or any other crimes), natural disasters, or anything outside the Walker's control.

7.3. The Walker (Pet Sitter) accepts no responsibility for security of the premises or loss if other individuals have access to a client's home, or if the home is not properly secured.

7.4. The Owner agrees to secure home prior to leaving the premises. The Walker will re-secure the home to the best of her ability at the end of each visit. While keys are in the possession of the Walker, they will be on the Walker's physical person.

7.5. The Owner is responsible for pet-proofing house and yard, and the security fences//latches. The Walker will not be responsible for the safety of any pets and will not be liable for the injury, disappearance, death, or fines of any pet with unsupervised access to the outdoors.

7.6. The Walker is authorized to seek any necessary emergency veterinarian assistance during visits, at the cost of the client.

7.8. I authorize this contract to be valid approval for any future services so as to permit The Walker/Sitter to accept all future telephone, online, mail or e-mail reservations and enter my home without additional signed contracts or written authorizations.

8. General

8.1. 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.

8.2. Paragraph headings are for convenience of reference only and are not intended to have any effect in the interpretation or determining of rights or obligations under this agreement.

8.3. Where appropriate words signifying one gender shall include the other and words signifying the singular shall include the plural and vice versa.

8.4. This agreement is valid from the date signed, and replaces any prior Legal Considerations agreements. The Owner agrees to any future term changes relayed *verbally to the client*, mailed or e-mailed in writing to the client, or posted on Jericho's Walking Co. website.

8.5. The terms of this document apply to all the pets owned by the client, including any and all new pets that the client obtains on or after the date this document (the waiver for

acknowledgement of this document) was signed, at any and all locations the owner designates for service.