



## SALTY DOGS DOG MINDING SERVICE PET/OWNER INFORMATION SHEET & RELEASE OF LIABILITY CONTRACT

### OWNERS INFORMATION

**Name:**

**Address:**

**Suburb:**  **City:**

**Mobile:**

**Email:**

### EMERGENCY CONTACT INFORMATION:

**Emergency Contact Name:**

**Emergency Phone:**

**Veterinarian Clinic Name:**

**Veterinarian Clinic Phone:**

### DOG(S) INFORMATION:

#### 1<sup>ST</sup> DOG

**Name:**

**Breed:**

**Colour(s):**

**Sex:**

**Spayed or Neutered:**

**Birth Date/Age:**

**Weight:**

**Microchipped:**

#### 2<sup>ND</sup> DOG

**Name:**

**Breed:**

**Colour(s):**

**Sex:**

**Spayed or Neutered:**

**Birth Date/Age:**

**Weight:**

**Microchipped:**



**SALTY DOGS DOG MINDING SERVICE  
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**Please provide any additional information (e.g quirks) about your dog that you would like us to know:**

A large, empty rectangular area with a light gray background, intended for the user to provide additional information about their dog.



## SALTY DOGS DOG MINDING SERVICE LIABILITY AGREEMENT

The parties to this contract and agreement are:

**Name:**

**Address:**

*(Hereinafter referred to as "the Owner")*

AND

**Name:**

**Address:**

*(Hereinafter referred to as "the Sitter")*

The parties choose the above stated addresses as their physical addresses at which legal proceedings may be instituted. Whereas the Owner wishes to engage the Sitter and the Sitter agrees to undertake the services under the terms and provisions defined in this **Dog Sitting Contract** as well as the **Owner's Information sheet, Dog Information sheet(s)** and the **Veterinary Release Form** which shall all become part of this Contract. Any reference to dogs in this contract shall refer to those specified on the Dog Information sheet(s).

### 1. Relationship and Responsibilities

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

### 2. Payment Terms

2.1. The Sitter shall be paid the amount of \$\_\_\_\_\_ (\_\_\_\_\_ dollars) and 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. The Sitter shall retain and submit receipts as proof of additional expenses.



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2.3. The amount of \$\_\_\_\_\_ (\_\_\_\_\_ dollars) shall be payable in full in advance and in accordance with the payment terms for Dog Boarding or Doggy Daycare.

### 3. Duration

3.1. This Dog Sitting Contract shall come into effect on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ and shall terminate on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

3.2. The term of this Dog Sitting Contract may be extended if requested by the Owner and so accepted by the Sitter.

3.3. The onus shall be on the Owner to confirm his/her return prior to leaving their dog with the Sitter. Pick-up any later than 5.30pm will incur a \$10.00 flat fee, unless there are exceptional circumstances beyond the Owner's control e.g flight delays.

### 4. Cancellation or Termination

4.1. Either party may terminate this Pet Sitting 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 during recognized holiday periods 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. Changes made to the departure or return dates after a booking has been confirmed will not be applicable for a partial refund, unless such changes are caused by circumstances beyond their control.

4.4. Where the Sitter as sole proprietor needs to cancel later than 72 hours prior to the Owner's departure due to unforeseen circumstances, he/she may appoint a substitute with the written approval of the Owner and any difference in the fees charged shall be for the account of the Sitter.

4.5. Should any pet become aggressive or dangerous, the Sitter may:

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

4.5.2. 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.



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

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

4.7. 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. The Sitter will carry liability insurance relative to the services performed for the Owner. A copy of the insurance policy has been made available to the Owner and the Owner acknowledges that he/she is familiar with its content.

5.2. The Owner will be liable for all medical expenses and damages resulting from an injury to the Sitter caused by the dog as well as damage to the Sitter's property.

5.3. The Owner will be liable for expired registration tag fines. Under Wellington Council Bylaw, Dog Policy 2016, Animal Services can issue an on the spot fine of \$300 if a dog's registration tags are expired or not displayed. All dogs in Wellington must have the new yellow metal tags.

5.4. The Sitter 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, the Sitter shall contact the Owner at the numbers provided to confirm the Owner's choice of action. If the Owner cannot be reached timeously, the Sitter is authorised to:

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



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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

### **8. Security**

The Sitter 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.

### **9. Relaxation of Terms**

No relaxation, indulgence, waiver or release by any party of any of the rights in terms of this Dog Sitting 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 Dog Sitting Contract and Owner's Information sheet, Dog Information sheet(s) and the Veterinary Release Form attached 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 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 in terms of this Dog Sitting Contract without the prior written consent of the other party, except if inclement weather or a bona fide emergency prohibits the Sitter from fulfilling his/her duties in which event the dog's Guardian may be called upon to care for the dog(s).

### **12. Binding Effect**

The terms of this Contract shall be binding upon and accrue to the benefit and be enforceable by either party's successors, legal representatives and assigns.



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### 13. Governing Law

This Dog Sitting Contract and Agreement shall be construed, interpreted and governed in accordance with the laws of New Zealand 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.

### 14. Photography & Marketing

The Owner permits the Sitter to take photographs of their dog(s) while in the Sitter's care which may be used for marketing purposes.

### 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 acknowledgment of receipt by the receiving party shall become valid parts of the agreement. 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.

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

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by the Owner who warrants his/her authority to enter into this agreement.

Owner's Signature: \_\_\_\_\_ Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by the Sitter who warrants his/her authority to enter into this agreement.

Sitter's Signature: \_\_\_\_\_

**Must be signed and dated in person**