

### **Dog Walking Contract**

The parties to this contract and agreement are:

Full Names:

Address:

(Hereinafter referred to as "the Owner")

AND

Oli and Samantha Barter of A Star Dog Behaviour (Hereinafter referred to as "the Walkers")

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 Walkers and the Walkers agree to undertake the services under the terms and provisions defined in this Dog Walking Contract as well as the Owner's Information sheet, 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 Walkers as Independent Contractors and not as employees. The Walkers shall be responsible for their insurance and all statutory declarations and payments with regard to income tax and VAT where applicable.
- 1.2. The Walkers undertake 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.
- 1.3. The Walkers undertake to notify the Owner of any occurrence pertaining to the dog which may be relevant to the care and well-being of the dog/dogs.
- 1.4. The Walkers will supply and be equipped with waste bags and will duly remove the dog's faeces from all

public places.

- 1.5. The Walkers reserve the right to walk other compatible dogs at the same time but undertake to limit the number of dogs walked with one person to 6 (six).
- 1.6. The Owner will provide suitable harnesses, collars and leads with ID tags as approved by the Walkers, as well as coats or muzzles if required.
- 1.7. The Walker shall not be obliged to perform any other duties except those specified on the Owners Information sheet and Pet Information sheet.

compensation
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2.1. The Walker shall be paid the amount of £ (£ pounds p/d) per day
2.2. A retainer of £ (2 weekly payments in advance) shall be payable in advance.
3. Duration 3.1. This Dog Walking Contract shall come into effect on the dayof 20 and shall:
A. Terminate on theday of20
OR

B. Terminate when either party gives 7 (seven) days written notice of termination.

#### 4. Cancellation or Early Termination

- 4.1. 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.
- 4.2. Cancellation by the Owner of scheduled walks with less than 24 hrs notice will be charged at the full rate, or may be rescheduled at the discretion of the Walkers.
- 4.3. Where the Walkers as sole proprietors needs to cancel a scheduled walk due to unforeseen circumstances, they 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.
- 4.4. Should any dog become aggressive or dangerous, the Walker may terminate this dog walking contract with immediate effect.
- 4.5. 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.
- 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. The Walkers will carry liability insurance relative to the services performed for the Owner. A copy of the insurance policy is available to the Owner at the Owners request. If requested and once provided the Owner acknowledges that he/she is familiar with its content.
- 5.2. The Walkers accept 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.
- 5.3. The Walkers 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.

- 5.4. The Owner shall be liable for all medical expenses and damages resulting from an injury to the Walkers caused by the dog as well as damage to the Owner's property.
- 5.5. The Walkers are 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.
- 5.6. The Owner has a responsibility to ensure that dog(s) are up to date with the correct vaccinations, including kennel cough. The Walkers will not be liable for any medical expenses resulting from contraction of kennel cough or any other illness.

#### 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 Walkers shall contact the Owner at the numbers provided to confirm the Owner's choice of action. If the Owner cannot be reached timeously, the Walkers are authorised to:

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

#### 8. Security

The Walkers warrant 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 upon demand.

#### 9. Relaxation of Terms

No relaxation, indulgence, waiver or release by any party of any of the rights in terms of this agreement 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 Walking Contract and Owner's Information sheet, Pet 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 Walking Contract without the prior written consent of the other party, except where otherwise stated.

#### 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.

#### 13. Governing Law

This Contract and Agreement shall be construed, interpreted and governed in accordance with the laws of the United Kingdom 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. 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

he agreement.	
raragraph headings are for convenion enterpretation or determining of rights	ence of reference only and are not intended to have any effect in the s or obligations under this agreement.
Where appropriate words signifying onclude the plural and vice versa.	one gender shall include the other and words signifying the singular sh
All Above applies to Dog walking agr	reement for:
Walk(s) of minutes	per walk as specified (y/n) MT_W_T_F_ of every week.
Owner's Signature:	Date:
Valker's Signature:	Date:

## **Pet Information**

Pet Name(s)		
Breed(s)		
Weight(s)		
Age(s)		
Colour/Description		
Male: Y / N Neutered: Y / N		
Female: Y / N Spayed: Y / N		
Microchip: Y / N Microchip Number:		
Permission for dogs to be walked off the lead? $\underline{Y / N}$		
Vaccinations are current: $\underline{Y/N}$ (Proof must be provided in case of boarding) Kennel cough vaccination: $\underline{Y/N}$ (Highly recommended) Flea and tick treatments current: $\underline{Y/N}$		
Notable Medical Information, Allergies, Phobias etc.		
Location of suitable harnesses/collars for walks  Preferred time for walks (The Walkers reserve the right to collect the dog(s) to be walked 2 hours either side of preferred time, subject		
to availability and work load).		
GENERAL INFORMATION		
Has the pet ever bitten or tried to bite a person:		
I, the owner of the above listed pet warrant that the information contained herein is true and correct to the best of my knowledge.		
Owner's Signature:Date:		

# **Veterinary Release Form**

Owners Full Names:	<del></del>
Address:	
Telephone Number 1	
Telephone Number 2	
Vet Name:	
Vet Address:	
Vet Contact Number:	-
TO WHOM IT MAY CONCERN I hereby authorise the attending veterinarian to treat any of Information sheet and I accept full responsibility for all fees £) incurred in the treatment of any of my pe	and charges (limited to
The Pet Walker/Sitter is authorised to transport my pet(s) treatment or to request "on-site" treatment if deemed nece of an emergency, the Walker/Sitter shall act on my behalf teuthanasia.	ssary. If I cannot be reached in case
If I cannot be reached and the attending veterinarian deter course of action on welfare grounds, I accept this as their parts of the course of action on welfare grounds, I accept this as their parts of the course of the course of the course of action on welfare grounds, I accept this as their parts of the course of the cou	
Pet Walker/Sitter's Full Names:	
Owner's Signature:	-
Date:	-