

I Care 4 your Pets Service Agreement

ABN: 36153092843

A. The parties to this I Care 4 Your Pets Service Agreement (“the Agreement”) are:

(i) Full Legal

Names:-----

(ii) Physical Address:

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

AND

(iii) Full Legal

Names:-----

(iv) Business Address:

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

B. Any and all references to the owner’s pet(s) in this Agreement shall refer to those specified on the Pet Information sheet(s) at **Exhibit B**. In this Agreement a 'pet' refers to any animal of any species.

C. THE AGREEMENT. The parties do hereby agree as follows:

1. Engagement; services:

(a) **Engagement.** The owner retains the sitter to provide and, the sitter shall provide the services described in **Exhibit A and E** (‘the services’). The Sitter undertakes to perform the agreed services in an attentive, reliable and caring manner and the owner undertakes to provide all necessary information to assist in this performance.

(b) Services. Without limiting the scope of services described in Exhibit A and E, **the sitter agrees to:**

- (i) Devote as much productive time, energy and ability to the performance of their duties under this Agreement as may be necessary to provide the required services in a timely and productive manner;
- (ii) Perform the services in a reliable, caring and trustworthy manner;
- (iii) Perform the services in accordance with standards prevailing in the sitter’s industry and in accordance with applicable law, rules or regulations;

- (iv) Keep safe and confidential all keys, remote control entry devices, access codes and to return same to the owner at the end of the term of this agreement or, immediately on demand;
- (v) Carry out the owner's instructions regarding care of the pet(s) as referred to in Exhibit B to this Agreement;
- (vi) If applicable, carry out the owner's instructions regarding the owner's home as referred to in Exhibit A and E to this Agreement; and
- (vii) Make every reasonable effort to ensure the good health of the pets(s).

(c) The Owner agrees to:

- (i) Make payments as and when they are due of amounts owed to the sitter under this Agreement;
- (ii) Provide the sitter with a set of working keys and/ or remote-control entry devices and/ or access codes to the owner's home which are **not** to be left hidden outside by either party;
- (iii) Provide sufficient instructions to arm and disarm any burglar alarm system in the owner's home;
- (iv) "Pet-proof" the owner's home and yard and secure any gates, latches or fences prior to leaving;
- (v) Lock all windows, screens and doors before leaving the home unattended for the safety and security of the pet(s), property and the sitter;
- (vi) Provide safe access for the sitter inside the home and safe access outside the home;
- (vii) (If the pet(s) are allowed outside the home), remove all faeces from the outdoor area and to mow the outdoor area (if grassed) prior to the commencement of this Agreement;
- (viii) Have sufficient fresh pet food and clean water, clean feeding and water bowls medication, cleaning/sanitising supplies and any other important provisions readily available to the sitter before the owner's departure and to reimburse the sitter for all resupplies of products needed for the satisfactory performance of the sitter's duties;
- (ix) Provide relevant information to help the sitter in performing the services;
- (x) Satisfy the sitter's reasonable requests for assistance in its performance of the services; and
- (xi) Allowing the sitter to make use of the pet(s) pictures on the siter's website, social media and/or marketing materials for promotional purposes.

2. Payment:

- (a) The sitter's hourly service rate (not including GST), is XXXX;
- (b) During school holidays and public holidays, the sitter's hourly service rate (not including GST), is XXXX;

- (c) The sitter shall provide the client with a minimum of two weeks written notice of any change to the afore mentioned service rates;
- (d) The owner shall pay the sitter the amount of \$_____(_____dollars) and no deductions shall be made for late departure or early return of the Owner.
- (e) 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 any additional expenses; and
- (f) The amount of \$_____(_____dollars) shall be payable in advance and payment of the balance effected within 3 days of receipt of the account for the outstanding balance.

3. Duration

- (a) This Agreement shall come into effect on the ____ day of _____20____ and shall terminate on the ____day of _____20____. The aforementioned time frame is “the term of this Agreement.”
- (b) The term of this Agreement may be extended if requested by the owner and so accepted by the sitter.
- (c) The onus shall be on the owner to confirm his/her return and his/her availability to resume care of the property and pet(s) prior to, or on the last day of this Agreement term failing which, the sitter may perform additional visits in the interest of the pet(s).
- (d) Any additional visits or duties shall be calculated at \$_____ (_____dollars) per day or \$_____ (_____dollars) per visit.

4. Termination or Cancellation

- (a) This agreement may be terminated:
 - (i) By the sitter if the sitter, in their discretion, determines the owner’s pet(s) pose a danger to the health or safety of the pet(s), other animals, other people or the sitter;
 - (ii) By the sitter if the sitter, in their discretion determines the owner has provided wrongful or misleading information in the Pet Information sheet(s) at Exhibit B or, if the sitter determines the owner has breached any of the terms in clauses **1(c)(i)-(x) or 6(a)(i)-(x)**;
 - (iii) In the event the sitter exercises their discretion to terminate the Agreement for the reason(s) referred to in 4(a)(i) or 4(a)(ii) above, the sitter shall contact the owner’s emergency contacts referenced at Exhibit C to this Agreement, and request they assume responsibility for the pet(s) until the owner’s return. If the emergency contacts cannot be reached or are unable to assume responsibility for the

- pet(s), the owner authorises the sitter to place the pet(s) in a licenced kennel or animal care facility, with any resulting charges and fees (including transportation, kennelling/care, tranquilising, treating accessing and liability) to be the owner's responsibility;
- (iv) In the event the sitter is required to exercise the actions described in clause 4(a)(iii) above, this Agreement shall be deemed terminated unless the sitter agrees to continue with other home caring duties referred to in Exhibit A and E and/or caring for other pets referred to in Exhibit B, at no reduction in payment;
 - (v) Termination of this Agreement under the circumstances described at 4(a)(i) or 4(a)(ii) above shall not entitle the owner to any refunds nor relief of any outstanding payments due.
 - (vi) After the termination of this Agreement, the owner shall promptly pay the sitter for services rendered before the effective date of the termination.

(b) This Agreement may be cancelled:

- (i) With a full refund, if 7 days (or more) notice is given to the sitter in writing prior to the scheduled service commencing;
- (ii) With no refund if less than 7 days' notice is given to the sitter in writing prior to the scheduled service commencing;

5. Nature of Relationship

(a) Independent Contractor Status. The sitter shall perform the services solely as an independent contractor. Nothing in this Agreement may be construed as creating a joint venture, partnership, franchise, agency employee-employee or similar relationship between the parties or as authorising either party to act as the agent of the other.

6. Owner's representations

(a) The owner hereby represents that:

- (i) The owner is the actual legal owner of the pet(s);
- (ii) No other individual or business will be caring for the pet(s) during the period in which the sitter's services have been engaged by the owner;
- (iii) The pet(s) vaccinations are up to date;
- (iv) The contact details for any other person with permission to enter the owner's property and/ or home in their absence and if applicable, expected access dates/times, have been provided to the sitter;
- (v) The pet(s) are desexed;
- (vi) The pet(s) are microchipped and registered with the relevant Local Council Authority;
- (vii) The pets have no history of violent or vicious behaviour;

- (viii) Any pre-existing or current medical condition(s) of the pet(s) and any current medical treatment(s) have been disclosed to the sitter;
- (ix) All domestic animals located on the owner's property have been disclosed to the sitter and are referred to in Exhibit B to this Agreement;
- (x) The emergency contact/s listed at **Exhibit C** (the "Emergency Contacts") have been notified they have been designated as such and may be asked to care for and make decisions for the pet(s) on the owner's behalf.

7. Authorisation of veterinary care

- (a) If the owner's pet(s) become ill, suffer an injury or are deemed by the sitter to be at significant risk of experiencing a medical problem and neither the owner nor an emergency contact can be reached, the owner hereby authorises the sitter to obtain whatever veterinary care for the pet(s) the sitter deems necessary. A veterinary release to allow for this treatment is attached as Exhibit D (the "Release"). The owner shall sign the release on or before the date of this Agreement. The owner authorises the sitter to incur veterinary costs for the pet(s) in the owner's name and will indemnify the sitter from any and all liability arising from these charges.

8. Indemnification

- (a) The owner shall at all times indemnify and hold the sitter and its employees, subcontractors and agents harmless from and against any costs (including reasonable legal costs on a solicitor and client basis), claims, demands, expenses, losses or other consequences suffered by the sitter in relation to any breach by the owner of this Agreement or arising out of any act or omission, or breach of statutory duty of its agents or of any other person for whose acts or omissions it is vicariously liable **except** to the extent that the costs, claims, demands, expenses, losses or other consequences are caused or contributed to by the default or negligent or wrongful act or omission of the sitter or the sitter's servants or agents.

9. Exclusion of Liability

- (a) The sitter will carry liability insurance relative to the services performed for the owner. A copy of the sitter's insurance policy shall be made available to the owner at the owner's request.

(b) The sitter is not responsible for:

- (i) Any pregnancy of the pet(s) in the event the sitter has agreed to care for an undesexed pet(s);
- (ii) Losses, fines, injuries, or deaths resulting from actions of the pet(s) if these actions occur because the owner has left the pet(s) outside or

- has instructed the sitter to leave the pet(s) outside while the sitter is not there including pet(s) with doggie doors or outdoor pets;
- (iii) Complications suffered by the pet(s) or the actions of the pet(s) while the pet(s) are unattended;
 - (iv) Medical expenses or damages resulting from any injury to the sitter caused by the pet(s) as well as any damage to the owner's property;
 - (v) 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;
 - (vi) The costs of any veterinary care or any additional fees related to this care or any expenses for any other home/food/medical supplies which may be needed;
 - (vii) Damages resulting from the sitter's performance of other services including but not limited to wilting or dead indoor or outdoor plants, damage to rubbish bins, damaged mail or newspapers. These additional services would only be performed by the sitter specifically as instructed by the owner and as referred to in Exhibit A and E to this Agreement; and
 - (viii) Damages resulting from the consequences of any decisions made in respect of the owner's pet(s) and/ or home during inclement weather or natural disaster.

10. Amendments

- (a) Save for the notice referred to at clause 2(c) above, any other alteration or amendment to this Agreement must be in writing and signed by both parties in order for it to be effective.

11. Notice

- (a) Any Notice or other communication provided for or given under this Agreement to a party will be in writing and shall be sent via email to the respective parties as follows:

- (i) If to the owner, to the following email address:_____

- (ii) If to the sitter, to the following email address: support@icare4yourpets.com.au

12. Severability

- (a) If any provision contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, that invalidity illegality or unenforceability will not effect any other provisions in this agreement but this

Agreement will be construed as if the invalid illegal or unenforceable provisions had never been contained in it.

13. Waiver

- (a) No waiver of a breach, failure of any condition or any right or remedy contained in or granted by the terms of this agreement, release, indulgence or relaxation of any of the terms of this Agreement by any party, shall prevent the subsequent enforcement of such terms, rights or remedies and shall not be deemed to be a waiver of any subsequent breach of any such terms, rights or remedies.

14. Entire Agreement

- (a) This Agreement including **Exhibits A – D inclusive**, constitutes the final Agreement of the parties. It is the complete and exclusive expression of the parties' Agreement with respect to the subject matter of this Agreement. All prior and contemporaneous communications, negotiations and agreements between the parties relating to the subject matter of this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained supplemented or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this Agreement by, and neither party is relying on, any statement, representation, warranty or Agreement of the other party except those set forth expressly in this Agreement. Except as set forth expressly in this Agreement, there are no conditions precedent to this Agreement's effectiveness.

15. Assignment

- (a) No party may assign any of its rights or delegate or assign any of its obligations in terms of this Agreement without the prior written consent of the other party, except if inclement weather or a bona fide emergency prohibits the sitter from fulfilling its duties in which event the pet(s) emergency contact(s) may be called upon to care for the pet(s).

16. Binding effect

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

17. Effectiveness

- (a) This Agreement will become effective when all parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the

date associated with that party's signature) will be deemed the date of this Agreement.

18. Governing Law

- (a) This Agreement shall be construed, interpreted and governed in accordance with the laws of the State of NSW and should any provision of this Agreement be judged by an appropriate court as invalid, it shall not affect any of the remaining provisions whatsoever.

19. Necessary Acts; further assurances

- (a) Each party shall use all reasonable efforts to take, or cause to be taken all actions necessary or desirable to consummate and make effective the transactions this Agreement contemplates or, to evidence or carry out the intent and purpose of this Agreement.

20. General

- (a) The owner agrees that this Agreement may be provided in hard copy or in electronic form via the email address recorded at clause 11 above;
- (b) The parties authorise their digital signatures for the purpose of signing this Agreement and a scanned copy of this Agreement as an acceptable format of same;
- (a) 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; and
- (b) Where appropriate words signifying one gender shall include the other and words signifying the singular shall include the plural and vice versa.

Signatures

The owner warrants to have read and understood this Agreement (pages 1 through 10 inclusive) and hereby agrees to be bound by its terms and conditions.

Each party is signing this Agreement on the date stated opposite that party's signature and by doing so warrants his/her/their authority to enter into this Agreement.

Date_____by_____

Print Name_____

Date_____by_____

Print Name_____

Exhibit A
Pet Sitting Services

1. **Services:** The sitter shall:

(a) Visit the owner's property located at

times per-----.

(b) Provide food and water-----times a day to the pet(s).

(c) If applicable, the sitter shall walk the pets-----times per day.

(d) If applicable, the sitter shall provide playtime and exercise-----times per day.

(e) If applicable, the sitter shall administer medication -----times per day.

(f) If applicable, the sitter shall clean up after the pets-----.

(g) If applicable the sitter shall also complete the **following home care tasks** during the term of this Agreement:

- Turn the TV and/ or radio on **Yes or No** and if Yes how often?

- Turn on certain lights and rotate them **Yes or No** and if Yes how often?-----

- Open and close Blinds/Curtains **Yes or No** and if Yes how often?

- Take the bins out on garbage night - **Yes or No** and if Yes, which bins and on which night of the week?-----

- Water any indoor plants **Yes or No** and if Yes which plants in which rooms **NB only the plants referred to in this response will be watered by the sitter**-----

Signatures:

The owner warrants to have read, understood and completed Exhibit A to this Agreement. Each party is signing Exhibit A to this Agreement on the date stated opposite that party's signature:

Date_____by_____

Print Name_____

Date_____by_____

Print Name_____

Exhibit B
Pet Information Sheet

Pet details:

- Name_____
- Age_____
- Breed_____
- Sex (Male or female)_____
- Colour_____
- Markings_____
- Weight_____
- Vaccinations: **Yes or No**
- Microchipped: **Yes or No**
- Registered with Council: **Yes or No**
- History of illness

- Desexed **Yes or No**

Feeding details:

- Permitted types of food

- Feeding times_____
- Amount per feed_____
- Special feedings instructions

Medication:

- Type of medication_____
- Dosage/frequency_____

- Location of medicine_____
- Special Instructions_____

Other:

- Your pet's favourite games_____
- Location of collar/leash_____
- Your pet's favourite hiding places_____
- Location of letter box_____
- Location of cleaning supplies_____
- Special harness and any muzzle/s if required for walks and their location_____
- Must your pet be kept in a certain area of the house? If so please describe.

- Do you want the TV and/ or radio left on for your pet? If yes, please explain_____
- How do you normally transport your pet? Crate, back seat of motor vehicle, other?_____

Traits:

Circle the answer which best describes your pet's personality.

- Is friendly with other dogs: **Yes or No**
- Likes new adults: **Yes or No**
- Likes children: **Yes or No**
- Is allowed in the house: **Yes or No**
- Is allowed to have treats: **Yes or No**
- Is prone to digging: **Yes or No**
- Is prone to chewing: **Yes or No**
- Is prone to escaping your property: **Yes or No**

- Attempts to get away when door is opened: **Yes or No**
- Is fearful of noises or other things: **Yes or No**
- Has bitten people or other dogs: **Yes or No**
- Has shown other types of aggression: **Yes or No**
- Obeys basic commands: **Yes or No**
- Gets carsick: **Yes or No**
- Injured self/ escaped out of fear: **Yes or No**
- Injured self out of boredom: **Yes or No**

Additional information about habits or behaviours that may be helpful

Please attach a copy of your pets up to date vaccination schedule

Signatures

The owner warrants to have read, understood and completed Exhibit B to this Agreement. Each party is signing Exhibit B to this Agreement on the date stated opposite that party's signature:

Date_____by_____

Print Name_____

Date_____by_____

Print Name_____

Exhibit C
Emergency Contacts

Emergency Contacts List:

1 Contact:

Name_____

Phone Number_____

2 Contact:

Name_____

Phone number_____

Exhibit D
Vet Release

Name of Veterinarian_____

Address of Veterinarian_____

Dear_____

I Care 4 Your Pets (“the sitter”) will be caring for my pet(s)

named_____begining

on _____.

The sitter will try to contact me as soon as the sitter considers the above named pet(s) are ill, injured or at significant risk of experiencing a medical problem while in their care, however if I cannot be reached immediately, I authorise the sitter to approve medical and/or emergency treatment (excluding euthanasia) as recommended by the veterinarian and I authorise the veterinarian to treat my pet(s) and confirm I will be solely responsible for paying the cost of any and all vet treatment when I return.

If the above-named vet is not available, I agree that another veterinarian in his or her veterinary group may provide the treatment required. If neither of these veterinarians are available or, if vet care is needed after hours, I give permission for the sitter to take my pets to the nearest animal hospital or emergency clinic.

I understand that the sitter assumes no responsibility for the loss of my pet(s) and I hereby release the sitter from any and all liability related to transportation, treatment and expense.

This release is valid from the date at the bottom of this release and grants permission for future veterinary care without the need for additional authorisation each time the sitter cares for my pet(s).

I understand this release applies to all of my pets in the sitter’s care. By signing this release, I affirm I have authority to make health, medical and financial decisions about the pet(s) named above.

Pet(s) Owner Signature

Pet(s) Owner name

Date

Exhibit E
Dog Walking Services

(a) How many times a day/week is your dog(s) normally walked?

times per-----.

(b) What distance does your dog normally walk?

-----.

(c) Do you have a regular path you take your dog for a walk? If yes, where is this path?

-----.

(d) Where do you locate your dog(s) harness and lead?

-----.

(e) Does your dog(s) have any special harness or muzzle required for walks and the location of these items?

-----.

(f) Does your dog have any prey drive towards other animals?

-----.

(g) Does your dog require any basic training while on walks?

-----.

(h) Is your dog able to have treats while on our walks?

-----.

(i) Do you have any specific requests when walking your dog(s)?

-----.

(j) Would you like I Care 4 Your Pets to send you photos of their walks?

Yes or No

(k) Are you happy for I Care 4 Your Pets to share photos of our adventures?

Yes or No

Signatures:

The owner warrants to have read, understood and completed Exhibit E to this Agreement. Each party is signing Exhibit E to this Agreement on the date stated opposite that party's signature:

Date_____by_____

Print Name_____

Date_____by_____

Print Name_____