

Pet Sitting Agreement

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Fill it in and sign it free at <https://www.evenseal.com/fill/pet-sitting-agreement-template> — it opens in your browser and the file is never uploaded.
3. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Pet Sitting Agreement

This Pet Sitting Agreement (this "Agreement") is made on [Date] between [Pet owner's full legal name] of [Pet owner's address] (the "Owner") and [Pet sitter's full legal name or business name] of [Pet sitter's address] (the "Sitter").

The Owner wishes to engage the Sitter to care for the animal or animals described in clause 2 while the Owner is away. All care under this Agreement is provided at the Owner's home, whether by drop-in visits, walks, or the Sitter staying at that home overnight. The Pet is not boarded at the Sitter's own residence or at any kennel, cattery or other facility. This Agreement sets out what the Sitter will do, what the Owner must disclose and provide, and who is responsible if something goes wrong.

1. The Parties and Their Contact Details

The Owner can be reached during the Term on [Owner's telephone number while away] and at [Owner's email address]. The Owner will be at [Where the Owner will be while away] and shall tell the Sitter of any change to these details as soon as it happens.

The Sitter can be reached on [Sitter's telephone number] and at [Sitter's email address]. The Sitter provides the Services as an independent contractor and not as an employee of the Owner, is responsible for the Sitter's own taxes and insurance, and may care for other clients' animals during the Term provided that doing so does not interfere with the Services.

2. The Pet

The Sitter agrees to care for the following animal or animals (each a "Pet"). The Owner shall complete these details for every Pet covered by this Agreement, using a separate sheet where there is more than one, and shall attach it to this Agreement.

The Owner warrants that the information given is accurate and complete, that each Pet is in good health so far as the Owner is aware, and that each Pet's vaccinations are current. The Owner shall tell the Sitter immediately of any change to a Pet's health, medication or behaviour that arises before or during the Term.

- (a) Name, species and breed: [Pet name, species and breed]
- (b) Age, sex, and whether spayed or neutered: [Age, sex, spayed or neutered]
- (c) Weight, colour and distinguishing markings: [Weight, colour and markings]
- (d) Microchip or tag number, and the registry it is recorded with: [Microchip number and registry]

- (e) Licence or registration number, if any: [Licence or registration number]
- (f) Medical conditions, allergies and dietary restrictions:
[Medical conditions, allergies and dietary restrictions]
- (g) Current medications, with dose, route and time of day:
[Each medication, its dose, how it is given, and when]
- (h) Vaccination status, including the date of the most recent rabies vaccination:
[Vaccination status and rabies vaccination date]
- (i) Behavioural notes, fears and triggers: [Behavioural notes, fears and triggers]

3. Services and Schedule

The Sitter shall provide pet sitting services at the Owner's home at [Address where the Pet will be cared for] (the "Home") from [Start date and time] until [End date and time] (the "Term"). The Pet remains at the Home throughout the Term, apart from walks, exercise and any veterinary visit under clause 5.

If the Owner's return is delayed, the Owner shall tell the Sitter as soon as reasonably possible. The Sitter shall continue to provide the Services at the rate in clause 10 for each additional day or visit, subject to the Sitter's availability, and those additional days and visits form part of the Term. If the Sitter is not available, the Sitter shall contact the Emergency Contact named in clause 6 and hand over the care of the Pet to them.

During the Term the Sitter shall make [Number of visits per day] visits per day, each lasting approximately [Length of each visit, e.g. 30 minutes], at approximately [Time of each visit]. Where the Services include overnight stays, the Sitter shall be present at the Home from [Time the Sitter arrives each night] until [Time the Sitter leaves each morning] on each night of the Term. Each visit includes:

- (a) feeding and fresh water in accordance with clause 4;
- (b) giving any medication in accordance with clause 4;
- (c) a walk or outdoor exercise of approximately [Length of each walk] ;
- (d) letting the Pet out to toilet, and cleaning litter trays, crates and bedding as needed;
- (e) cleaning up any accident inside the Home and disposing of waste;
- (f) play, company and attention appropriate to the Pet;
- (g) bringing in mail and parcels, moving refuse containers, and varying lights or blinds so the Home does not appear empty; and
- (h) a short update to the Owner after each visit, by [How updates are sent, e.g. text message] .

4. Feeding and Medication

The Sitter shall feed each Pet, and give each Pet any medication, strictly as set out below. The Owner shall leave enough food and medication for the whole Term plus [Number of spare days of food and medication, e.g. two (2)] days, in a place the Sitter has been shown.

The Owner authorises the Sitter to give the medication listed below in the doses and at the times stated, and no others. The Sitter shall keep a record of every dose given and every meal refused. The Sitter shall not change a dose, give any additional medication or supplement, or give the Pet human food or a new treat, without the Owner's prior agreement, except where a veterinarian directs otherwise under clause 5. If a Pet refuses food or medication on [Number of refusals before the Owner must be told, e.g. two (2)] consecutive occasions, or if the Sitter cannot give a dose safely, the Sitter shall tell the Owner straight away.

- (a) Food, brand and where it is kept: [Food, brand and where it is kept]
- (b) Amount per meal, and how it is prepared:
[Amount per meal and how it is prepared]
- (c) Feeding times: [Feeding times]
- (d) Treats allowed, and the daily limit: [Treats allowed and daily limit]
- (e) Medication, dose and how it is given: [Medication, dose and how it is given]
- (f) Time of each dose, and whether it is given with food:
[Time of each dose, with or without food]
- (g) What to do if a dose is missed, refused or vomited back:
[What to do if a dose is missed or refused]
- (h) Water: [How often water is changed, and where bowls are kept]

5. Veterinary Care and Emergency Authorisation

If in the Sitter's reasonable judgement a Pet is injured, unwell or in distress, the Sitter shall try to reach the Owner and shall take the Pet to the veterinarian named below or, if that practice is unavailable, to the emergency clinic named below. The Owner authorises the Sitter to consent on the Owner's behalf to the examination, diagnosis and treatment the attending veterinarian considers necessary, up to a total of [Maximum the Sitter may approve without asking, e.g. \$500] . Above that amount the Sitter shall obtain the Owner's approval before treatment proceeds, unless the veterinarian advises that a delay would put the Pet's life at risk or leave it in pain, in which case the Sitter may approve the treatment needed to stabilise the Pet.

All veterinary fees, transport costs and related expenses are the Owner's responsibility,

whether or not the Sitter approved them and whether or not the Owner was reached first. Where the Sitter pays any such amount, the Owner shall reimburse the Sitter within [Number of days to reimburse the Sitter, e.g. seven (7)] days of being shown the receipt.

The Pet's veterinary details are as follows, and the Owner authorises the practice named below to treat the Pet on the Owner's account and to release the Pet's records to the Sitter:

(a) Veterinarian and practice name: [Veterinarian and practice name]

(b) Practice address: [Veterinary practice address]

(c) Practice telephone number: [Veterinary practice telephone number]

(d) Out-of-hours or emergency clinic:
[Emergency clinic name, address and telephone number]

(e) Pet insurance provider and policy number, if any:
[Pet insurance provider and policy number]

6. If the Owner Cannot Be Reached

The Owner shall remain contactable throughout the Term. If the Sitter cannot reach the Owner within [How long the Sitter waits before escalating, e.g. two (2) hours] of a matter arising that needs a decision, the Sitter shall contact [Emergency contact's name] on [Emergency contact's telephone number] (the "Emergency Contact"). The Owner authorises the Emergency Contact to make decisions about the Pet's care on the Owner's behalf, including decisions under clause 5.

If neither the Owner nor the Emergency Contact can be reached, the Sitter may act as the Sitter reasonably believes to be in the Pet's best interests, including obtaining veterinary care within the limit in clause 5 and, where the Sitter can no longer provide the Services, arranging for the Pet to be cared for by the Emergency Contact or by a licensed veterinary practice or professional animal carer, at the Owner's cost.

If the Owner has neither returned nor made contact within [Number of days after the Term ends before the Pet is treated as abandoned, e.g. five (5)] days of the end of the Term, the Sitter may treat the Pet as abandoned and place it with the Emergency Contact, a licensed veterinary practice or a licensed shelter. Doing so does not affect the Owner's liability for the fees, costs and expenses incurred up to that point.

7. Behaviour, Bite History and Dangerous Pets

Before the Term begins, the Owner shall disclose any history of biting, snapping, scratching, fighting, resource guarding, escaping or aggression towards people or other animals, and any designation of the Pet as dangerous, vicious or potentially dangerous by any authority. The Owner confirms that history to be:

[Any history of biting, aggression or escape, or write "none"] .

The Owner is responsible for, and shall indemnify the Sitter against, any claim, damage, injury, loss or cost arising from the Pet's behaviour during the Term, including injury to the Sitter, to any other person or to another animal, and including veterinary and medical costs, legal costs and income the Sitter loses as a result — except to the extent the harm was caused by the Sitter's own negligence or wilful misconduct.

If a Pet behaves in a way the Sitter reasonably considers dangerous to the Sitter or to others, or if the Owner failed to disclose anything required by this clause, the Sitter may end this Agreement immediately. In that case the Sitter shall secure the Pet safely at the Home, tell the Owner and the Emergency Contact at once, and hand over care as set out in clause 6. Fees for the Services provided up to that point remain payable, and the Sitter is not liable for the consequences of ending care in these circumstances.

8. Access to the Home, Keys and Alarm Codes

Before the Term begins the Owner shall give the Sitter

[Number of keys, fobs or access devices provided] keys or access devices, the alarm code and how to arm and disarm it — provided separately by

[How the alarm code is passed on, e.g. in person at the handover visit; do not write the code here]

— and any further access instructions

[Parking, gate, lockbox or building entry instructions] . The Owner shall tell the Sitter

immediately if a code changes during the Term.

The Sitter shall keep all keys, codes and access instructions secure, shall not copy them, shall not label them with the Owner's name or address, and shall not give them or the code to anyone else without the Owner's written consent. The Sitter shall enter the Home only as needed to provide the Services and shall bring no other person into the Home without the Owner's prior agreement, other than in an emergency.

At the end of the Term the Sitter shall return all keys and access devices by

[How and when keys are returned, e.g. left in the lockbox at the final visit] , unless the

Owner asks the Sitter in writing to keep them for a future engagement. If a key or device is lost, the Sitter shall tell the Owner immediately and shall meet the reasonable cost of replacing it and, where necessary, of re-keying the affected lock, subject to clause 11.

9. The Home, Insurance and Access by Others

The Owner confirms that the Home is covered by a current insurance policy on the building and its contents, and that the Owner's insurance, and not the Sitter's, is the first recourse for loss of or damage to the Home or anything in it during the Term, other than damage caused by the Sitter's negligence.

The Owner confirms that no other person will enter the Home during the Term without the Sitter being told in advance, apart from

[Anyone else with access to the Home and when they will be there, or write "no one"] . The

Owner accepts that the Sitter cannot be responsible for the Pet, the Home or its contents where someone enters the Home unannounced, and shall tell the Sitter promptly if that changes.

The Owner shall leave the Home safe and habitable, with working utilities and with heating or cooling suitable for the Pet, and shall tell the Sitter of any hazard, defect or repair visit expected during the Term. The Owner shall leave sufficient supplies for the Term, including waste bags, cleaning materials and spare bedding, at

[Where cleaning supplies, waste bags and spare bedding are kept] .

10. Fees, Payment and Cancellation

The Owner shall pay the Sitter [Rate, e.g. \$30 per visit or \$85 per night] , giving an estimated total of [Estimated total fee for the Term] for the Term. Additional pets, additional or extended visits, and travel beyond

[Area covered by the rate, e.g. ten (10) miles of the Home] are charged at

[Rate for additional or out-of-area services] . Services provided on a public holiday are charged at [Holiday rate or surcharge] .

A deposit of [Deposit amount] is payable on signing and is

[Whether the deposit is refundable, and on what terms] . The balance is due

[When the balance is due, e.g. on the last day of the Term] and payable by

[Accepted payment methods] . Any amount still unpaid

[Number of days before a late fee applies, e.g. seven (7)] days after it falls due carries a late fee of [Late fee] .

If the Owner cancels [Notice needed for a free cancellation, e.g. seven (7) days] or more before the Term begins, no fee is payable and any deposit is refunded. If the Owner cancels with less notice, [Charge for a late cancellation, e.g. 50% of the total fee] is payable. If the Owner returns early, the fee for the booked Term remains payable unless the Sitter agrees otherwise in writing. If the Sitter cancels, the Sitter shall refund everything already paid for Services not yet provided and shall make reasonable efforts to help the Owner find a replacement sitter.

11. Limitation of Liability and Insurance

The Sitter shall provide the Services with reasonable care and skill and in accordance with the Owner's instructions. The Sitter's insurance position is as follows:

[Sitter's insurance and bonding, with insurer and policy number, or state that the Sitter is not insured] .

The Owner confirms having been told this before signing.

Except to the extent caused by the Sitter's negligence, wilful misconduct or breach of this Agreement, the Sitter is not liable for the injury, illness, escape, loss or death of a Pet, for anything a Pet does, for injury to any other animal or person, for damage to the Home or its contents, or for any consequence of information the Owner did not disclose. The Sitter is not liable for the acts or omissions of a veterinarian, or of any third party engaged under clause 5 or clause 6.

The Sitter's total liability under this Agreement, however arising, is limited to [Limit on the Sitter's liability, e.g. the total fees paid under this Agreement] . Neither party is liable to the other for indirect or consequential loss. Nothing in this Agreement limits any liability that cannot lawfully be limited, including liability for death or personal injury caused by negligence.

12. Photographs and Social Media

The Sitter may take photographs and video of the Pet during the Term and send them to the Owner as part of the updates described in clause 3.

The Owner [Write "gives" or "does not give"] permission for the Sitter to use those photographs and videos on the Sitter's website, social media accounts and marketing material. Where permission is given it is limited to images of the Pet: the Sitter shall not publish the Owner's name, the address of the Home, the dates the Home is unoccupied, any image of the inside of the Home, or any image of the Owner or the Owner's family, and shall publish nothing until after the Term has ended.

The Owner may withdraw this permission at any time by written notice, and the Sitter shall then remove the material from every channel the Sitter controls within

[Number of days to remove published images, e.g. fourteen (14)] days.

13. Governing Law and General

This Agreement and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Colorado] . The parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] .

This Agreement is the entire agreement between the parties about the care of the Pet during the Term and replaces any earlier understanding on that subject. It may only be amended in writing signed by both parties. Neither party may assign it, and the Sitter

may not send someone else in the Sitter's place, without the other party's written consent — except that where the Sitter cannot attend, the Sitter may send [Named backup sitter, or write "none"] after telling the Owner.

If any provision of this Agreement is held unenforceable, the rest continues in force. A failure to enforce a provision is not a waiver of it. Notices under this Agreement may be given by email or text message to the contact details in clause 1 and take effect when sent.

14. Signatures and Effective Date

This Agreement takes effect on the date of the last signature below and continues until the end of the Term. Clauses 5, 6, 7, 10, 11, 12 and 13 survive its end. Nothing in this Agreement binds either party until both have signed and dated it.

Where the Owner engages the Sitter again, the parties may rely on this Agreement for the later engagement by agreeing the new dates and fee in writing, in which case every other term continues to apply.

The parties may sign in counterparts and by electronic signature, each of which is an original and all of which together form one agreement. Each party confirms that they have read this Agreement, that the details entered in it are accurate, and that they have received a copy.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Pet Owner

Signature: _____

Printed name: _____

Date: _____

Pet Sitter

Signature: _____

Printed name: _____

Date: _____