



Dog Walking Contract

This Dog Walking Contract (hereinafter referred to as the “Contract”) is entered into as of (date: _____) by K9 Tails, Sarah Magee of 18 Aberdeen Road, St Clair, Dunedin (hereinafter referred to as the “Walker”),

and _____
with a mailing address of _____

_____ (hereinafter referred to as the “Owner”), collectively referred to as the “Parties”, both of whom agree to be bound by this Contract.

Contract Conditions . The Owner wishes to engage the Walker and the Walker agrees to undertake the services of dog walking (hereinafter referred to as the “Services”) under the terms and provisions defined in this Dog Walking Contract, which shall all become part of this Contract. Any reference to dogs in this contract shall refer to those specified on the Contract.

The Services are to be performed at the location specified by the “Walker” unless a location is specified prior by the “Owner”

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 their own insurance and all statutory declarations and payments with regard to income tax and GST where applicable.

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

Notes:

1.3. The Walker agrees to provide all services in a kind, humane, reliable and trustworthy manner. The Owner agrees to notify the Walker of any concerns, prior, or after any walks.

In case of an emergency, inclement weather or a natural disaster, the Owner authorizes the Walker to use their reasonable judgment for the care and well-being of the Owner's dog(s):

Notes:

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

1.4. The Walker will supply and be equipped with appropriate waste bags and will duly remove the dog's faeces 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 5 dogs.

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

1.7. The Owner will ensure the dog is legally licensed during the Term of this Contract.

1.8. The Owner will ensure the dog has been fully vaccinated (including rabies) and will maintain all vaccinations as current during the Term of this Contract.

1.9. The Walker shall not be obliged to perform any other duties except those specified on the Contract.

1.10. The Owner gives the Walker authorization to enter the above listed address as needed to perform the necessary pick up and drop off services.

2. Compensation

The Owner and Walker agree to the following Payment and Payment Terms:

2.1. The total fee for the walking services shall be _____. The payment in the amount of \$_____ is due on the following date: _____ and according to the following interval: _____.

3. Walking Schedule

The Owner agrees that the Walker at their discretion may change walk dates due to incompatible dogs, location and weather conditions.

3.1. Arrangement of services can be adjusted based on the needs of the Owner and availability of the Walker. All arranged services will be agreed upon by email or phone call followed up with a confirmation email.

4. 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 2 hours' notice may be charged at the full rate or rescheduled at the discretion of the Walker.

4.3. Where the Walker as sole proprietor needs to cancel a scheduled walk due to unforeseen circumstances, they may appoint a substitute Walker with the written approval of the Owner. (Email is an acceptable mode of written authorization).

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 on the part of the Owner may constitute a breach of terms of this Dog Walking Contract and be grounds for instant termination thereof.

5. Inclement Weather Policy

In the best interest of both the Owner's dog(s) and the Walker, walks will not be occurring if the weather conditions show high winds, heavy snow, heavy rain, thunder, and lightening. In the event of inclement weather, the dog(s) will be returned to the Owner's place of residence and the walk rescheduled.

6. Liability

6.1. 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 Contract.

6.2. The Walker shall not be liable for any mishap caused to a dog by either another dog(s) or outside environmental factors.

6.3. In the event of a medical event with the dog(s) during the walk, the Walker is released from all liability and costs associated with medical treatment.

6.4. The Owner acknowledges that their dog(s) **with permission** may be let off the leash from time to time. While the Walker provides a GPS tracking system and adequate supervision, if a dog runs away, the Walker is not liable for any reason.

6.5. The Owner hereby acknowledges that they voluntarily have agreed to pay for dog walking services and socialization of their dog(s) as outlined in this Contract and understand that the act of walking their dog(s) and any socialization with other people or animals involves risks of injury to the Walker, other people, their dog(s), and other dogs, which risks are entirely the Owner's responsibility.

6.6. The Owner expressly assumes all these risks and further expressly agrees to be solely responsible for any injuries incurred by their dog(s). The Owner further understands that dogs, irrespective of their training and usual past behaviour or characteristics, may act or react unpredictably at times based upon instinct or circumstances, and agrees to assume the risk of injury to their dog(s). Additional risks include, but are not limited to: dog diseases, dog fights, dog bites and injuries to humans and other dogs, dog escape over or under fences; vegetation which may have burrs or seeds that could become tangled in a dog's coat or lodge in a dog's feet, ears, nose, or eyes; mosquitoes, ticks, wasps, fleas or other insects may be present; wild animals, or stray dogs or cats could be present, all of which might injure or infect their dog(s).

6.7. The Owner understands and expressly assumes all additional risks. By signing this Contract, in consideration of all dog walking sessions or socialization that their dog(s) may participate in, the Owner hereby fully and forever releases and discharges *K9 Trails (Sarah Magee)* from any and all claims, demands, damages, rights of action, or causes of action present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of intended use of said dog walking and socialization sessions.

6.8. The Owner has carefully read this release of liability and understands and fully agrees with its contents.

6.9. The Owner acknowledges that if a bite occurs as a result of their dog(s), regardless of the victim, the Walker is responsible for reporting such events to the authorities.

7. 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 wilful or negligent conduct.

8. Emergencies

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:

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

9. Security

The Walker 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 upon demand.

10. 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.

11. 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.

12. Governing Law

This Contract 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. Signatures

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

OWNER

WALKER

Name: _____

Name: _____

Signed: _____

Signed: _____

Date: _____

Date: _____