



# Walk About Dog

walking contract.

## Dog Walking Contract

The parties to this contract and agreement are:

### Full Legal Names:

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Physical Address:

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

AND

### Full Legal Names:

Janet Elizabeth Ebden \_\_\_\_\_

Physical Address:

42 Browning Road, Ledbury. HR8 2FT \_\_\_\_\_

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

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 Walker and the Walker agrees 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) 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 Walker as an Independent Contractor and not as an employee.

1.2. The Walker 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.

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

1.4. The Walker will supply and be equipped with a scooper and 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 (if suitable) but undertakes to limit the number of dogs walked with one person to 4 (four).

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 Walker shall not be obliged to perform any other duties except those specified by the Owner's.

## **2. Cancellation or Early Termination**

2.1. 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.

2.2. Cancellation by the Owner of scheduled walks with less than 24 hrs notice may be charged at the full rate or rescheduled at the discretion of the Walker.

2.3. Where the Walker as sole proprietor needs to cancel a scheduled walk due to unforeseen circumstances, he/she 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.

2.4 Should any dog become aggressive or dangerous, the Walker may terminate this dog walking contract with immediate effect.

2.5. 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.

## **3. Liability**

3.1. 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 agreement.

3.2. The Walker 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.

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

3.4. The Walker is 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.

3.5. If permission has been granted for dog to be off walked off the lead, you will not hold us or our staff liable for damage loss or injury if the dog runs away.

#### **4. 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.

#### **5. 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:

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

#### **6. 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.

#### **7. 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.

#### **8. Whole Agreement**

This Dog Walking Contract and Owner's Information sheet, Pet Information sheet(s) 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.

**9. 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.

**10. 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.

**11. Your pet.**

We require that your pet should be up to date with vaccinations worms and flea treatments.

We reserve the right to terminate this contract at any time if the walker determines that the owner’s animal poses a danger to health or safety itself, other pets, other people.

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_

by the Owner who warrants his/her authority to enter into this agreement.

Owner's Signature: \_\_\_\_\_

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_

by the Walker who warrants his/her authority to enter into this agreement.

Walker's Signature: \_\_\_\_\_