



## Pet / House Sitting Contract

This Pet Sitting Contract (this "Contract") is made effective as of \_\_\_\_\_, (the "Date") by and between HUMANE CONNECTIONS, LLC, a Colorado limited liability company (hereinafter "HC") with offices located at Lakewood, CO 80226;

and \_\_\_\_\_, (the "Owner(s)")

of \_\_\_\_\_, (the "Address").

**WHEREAS**, the Owner is responsible of the following pet(s):

\_\_\_\_\_, (the "Pet(s)"); and

**WHEREAS**, the Owner wishes to engage the HC as an independent contractor for the Owner for the purpose of performing certain specified tasks on the terms and conditions set forth below; and

**WHEREAS**, the HC wishes to provide the services (as defined below) in accordance with the terms of this Agreement; and

**WHEREAS**, each Party is duly authorized and capable of entering into this Agreement.

**NOW THEREFORE**, in consideration of the above recitals and promises and benefits contained herein, the Parties agree as follows:

### Section 1: Responsibilities.

HC hereby agrees to provide safe, sound and responsible care for Owner's pet(s) and home. Owner agrees to assist in HC performance by providing necessary information and guidance as to Owner's pet(s) and arrangements regarding Owner's home. This information includes any propensities or habits regarding Owner's pet(s) and specific details regarding what services HC will provide regarding Owner's house.

A. \_\_\_\_\_ I authorize HC to photograph my pet(s) and use their name(s) for publication.

### Section 2: Nature of Relationship.

The Parties understand that HC is not an employee or partner of the Owner and HC shall carry out its duties independent of the Owner.

### Section 3: Representations and Warranties.

Each Party is agreeing to enter into this Contract based on the conditions listed herein and each Party is capable of entering into this contract and satisfying its terms. HC represents and warrants that it will be responsible for hiring any parties to do the work and Owner represents that their pet(s) are not dangerous, and

that emergency contacts are available if Owner's can not be reached. Owner hereby states that their pet(s) have never bitten or injured any third parties.

**Section 4: Compensation.**

Owner understands that payment of 50% of the total estimated cost is due in full no later than the date this contract is signed. The remaining balance is due no later than the date services are terminated. A minimum 12 hour notice to be given to either shorten or lengthen services in order to receive a refund and or agree to pay all additional fees incurred.

A handling fee of \$30 will be charged on all returned checks.

In the event of a breach of this Agreement, Owner will be responsible for all cost and expenses of collection, including but not limited to reasonable attorney's fees.

**Section 5: Term.**

The term of the Agreement shall begin on \_\_\_\_\_ and will terminate on \_\_\_\_\_, unless extended by the Owner.

**Section 6: Termination.**

The Parties agree that certain actions or events, including written notice or material breach, will cause early termination of this Agreement. HC may terminate this Agreement at any time, in its sole discretion, if the pet(s) become violent or dangerous or if a danger exists to the health or safety of pet or HC. In such case, Owner authorizes pet(s) to be placed in a kennel or other agreed on facility until the Owner can return and assume responsibility for the pet(s), with all charges incurred to be paid by Owner. HC will make good faith attempts to notify the Owner if such a situation occurs.

**Section 7: Authorization of Emergency Medical Care.**

Please check "A" or "B" and "C" below

A. \_\_\_\_\_ I authorize HC to administer or seek first aid and resuscitative care for my pet(s) as determined by HC, and I agree to indemnify and hold HC harmless for any and all results thereof.

B. \_\_\_\_\_ I don't authorize HC to administer or seek first aid and resuscitative care for my pet(s) as determined by HC, and I agree to indemnify and hold HC harmless for any and all results thereof.

Owner is responsible for making sure pet(s) vaccinations are current. Should Pet HC and or general public be bitten or otherwise injured by Owners pet(s), Owner agrees to pay all medical costs and damages incurred by victim. In the event of personal emergency or illness of representatives of HC, Owner authorizes HC to arrange for another qualified person to fulfill responsibilities as set forth in this contract.

C. \_\_\_\_\_ I authorize HC to transport pet(s) in emergencies and or transport to and from HC location.

HC is hereby authorized to perform care, services and or seek emergency veterinary care for Owner's pet(s) in the Owner's name in the Owner's absence. Owner agrees that any and all cost incurred for such emergency care will be paid by the Owner. Owner must fill out and sign a veterinarian release form allowing the pet(s) to be treated during the Owner's absence. In the event that the Owner's veterinarian is unavailable, HC is authorized to approve medical and or emergency treatment selected by HC. Owner agrees to reimburse HC for all expenses incurred, plus any additional fees for attending to this need, or any expenses incurred regarding Owner's home, food, or supplies as needed.

**Section 8: Indemnification.**

Each Party agrees to indemnify each other from the consequence of the other parties negligence or intentional misconduct.

**Section 9: Exclusion of Liability.**

HC agrees to provide responsible care for Owner's pet(s) and home. However, due to the unpredictability of animals, HC does not accept responsibility for any mishaps of an extraordinary or unusual nature, including but not limited to bites or injuries to third parties, damage to furniture or household items, accidental death or injury to pet(s) or any complications in administering medications to the pet(s). HC is not liable for injury, disappearance or fines of pet(s) with access to the outdoors. Owner is and will remain responsible for the actions of their pet(s) at all times and agree to indemnify and hold HC harmless for any and all claims of injury, expense, cost, or damages caused by the actions of my pet(s) while under HC care. Owner understands that HC recommendation of any other product or service is not a guarantee of Owners satisfaction of that product or service.

**Section 10: Modification.**

Any changes to this agreement are ineffective unless they are made in writing and signed by both parties.

**Section 11: Assignment.**

Neither Party may assign this Contract without written permission by the other Party.

**Section 12: Successors and Assigns.**

The right and obligations of the Parties hereto will inure to the heirs of the Owner and to the successor organization of HC.

**Section 13: No Implied Waiver.**

The waiver of either Party to an obligation hereunder does not mean that Party waives any future rights to require the other Party to fulfill those or any other obligation hereunder.

**Section 14: Notice.**

All notices will be sent to the addresses to the Parties listed above.

**Section 15: Governing Law, Severability and Venue.**

This Contract and all disputes arising hereunder shall be governed by and construed in accordance with the Laws of the State of Colorado. In the event that any provision or clause of this Agreement conflicts with the law, such conflict shall not affect other provisions of this Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Agreement are declared to be severable. In the event of a dispute between the Parties, the venue for any legal action shall be Jefferson County, Colorado

**Section 16: Counterparts/Electronic Signatures.**

As an alternative to physical delivery, any document, including and signed document or written notice, may be delivered in electronic form via facsimile, email or internet delivery.

**Section 17: Entire Agreement.** This agreement and the attached Exhibits constitutes the entire agreement between the parties and supersedes all previous arrangements and understandings between them.

**Section 18: Headings.** All headings in this agreement are for convenience purposes only and shall not affect the meaning of any provision hereof.

**Section 19: Exhibits.** All Exhibits attached hereto are made a part of this Contract and may be relied upon by the parties.

In Witness Whereof, the Owner(s) and HC hereby acknowledge that they understand this contract in its entirety and agree to be fully bound by the provisions within.

Owner(s) Signature: \_\_\_\_\_ Date: \_\_\_\_\_

HC Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENTS:**

**Exhibit A:**

**Part 1. Services, Specifications, and Compensation.**

**Part 2. Emergency Contact List.**

**Part 3. Veterinary Release.**

**Part 4. Pet(s) Information.**