**Dog Walking Agreement**

This Dog Walking Agreement (the “Agreement”) is entered into and made effective this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (the “Effective Date”), by and between **John Doe**, with a mailing address of 1234 Heartland Drive, Anywhere, State 12345 (the “Owner”) and **Susan DogWalker**, with a mailing address of 123 Main Street, Somewhere, State 54321 (the “Walker”). The Owner and the Walker shall collectively hereinafter be known as the “Parties” or “Party,” as applicable.

 **WHEREAS**, the Walker offers dog exercise and walking services, and the Owner desires to retain the Walker to perform such services in connection with Owner’s canine in a manner specified by Owner;

**WHEREAS,** this Agreement is intended to outline the terms and conditions applicable to the service aspects of such business relationship between the Parties.

 **NOW, THEREFORE,** in consideration of the premises and the mutual covenants contained herein, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. **DESCRIPTION OF SERVICES.** The Walker shall serve to provide exercise and walking services for the Owner’s canine, a 5-year-old Labradoodle named Bentley *[insert age, breed and name of dog]* (“Bentley”), by walking, exercising through play, and socializing the dog in various activities (the “Services”). The Walker shall perform the Services each week day, Monday through Friday, between the hours of 9:00 am – 4:00 pm. Bentley shall be exercised each day regardless of weather conditions for a minimum of four (4) hours *[or other time period]* per day. The Walker shall take Bentley on a walk, play at a dog park, and/or take Bentley to a doggy daycare should inclement weather prohibit outside activities. Bentley shall be wiped clean, including paws, with a towel provided by the Owner at the end of each walk and dried with that towel to the best of the Walker’s ability if it is raining during the Services.
	1. **Hot Weather**. The Walker shall be cognizant of hot weather (temperature over 80° Fahrenheit) and pay close attention to the heat of the pavement and the effect it may have on Bentley’s paws. During hot weather, Bentley shall be given frequent breaks and offered water.
	2. **Cold Weather**. During cold weather (temperature below 32° Fahrenheit) Bentley shall wear a dog sweater provided by the Owner. The Walker shall be cognizant of ice and snow the effect they may have on Bentley’s paws.
2. **FEES AND EXPENSES**. Owner shall be responsible for obtaining and keeping current all dog tags required by any laws, regulations, and/or ordinances as well as any dog park permit or doggy daycare fee. Owner shall leave Twenty Dollars ($20.00) for the Walker to purchase incidentals for Bentley (*i.e.,* dog-appropriate snacks and treats) and beverages for the Walker during the Services.
3. **LAWS**. Bentley shall at all times be the property of the Owner. During performance of the Services, Bentley shall be in the possession and control of the Walker. The Walker shall abide by all laws, regulations, and/or ordinances concerning animals and dogs specifically. Any citation or ticket incurred by the Walker in connection with the Services and the Walker’s failure to abide by any law, regulation, and/or ordinance shall be the sole responsibility of the Walker. The Walker acknowledges and agrees that any waste left by Bentley shall be properly picked up and/or cleaned up in accordance with any law, regulation, and/or ordinance.
4. **EMERGENCIES**. Should an emergency arise with Bentley during performance of the Services, the Walker shall immediately attempt to contact the Owner to obtain specific instructions. Should the Walker be unable to speak with the Owner directly at that time, the Walker shall use his/her best judgment concerning severity of the injury to Bentley and, if necessary, immediately transport Bentley to the nearest veterinarian’s office for treatment. The Owner acknowledges and agrees that Owner shall be financial responsible for fees and costs owed to the veterinarian for emergency services given to the Bentley.
5. **TERM**. This Agreement shall commence as of the Effective Date written above and shall continue for one (1) year *[or other time period]*.
6. **TERMINATION**. This Agreement may terminate upon the occurrence of any of the following: (i) the Walker’s disregard for Bentley’s safety as determined by the Owner, (ii) the Walker’s incurring more than three (3) citations or tickets in connection with the Services and failure to abide by any law, regulation, and/or ordinance, (iii) failure to fully perform the Services described herein, and (iv) any dishonesty, lying, or theft involved with the Owner or Owner’s property. The Owner may, in its sole discretion, provide the Walker with two (2) days’ *[or other time period]* notice of termination.
7. **CONFIDENTIALITY**. The Walker is being trusted with a key, passcode, and/or password to the Owner’s property. The Walker hereby acknowledges and agrees that such security measures shall be confidential and kept private and secure. Additionally, any information (including, but not limited to, bills, telephone numbers, business papers, appointments, doctors, etc.) seen in the Owner’s home is confidential personal information of the Owner, and possibly third parties, and shall be kept confidential and not disclosed to any third party or entity without the prior written permission of the Owner except if such disclosure is required by law. The Walker shall perform the Services hereunder without regard to the personal and social habits and routines of the Owner or the personal opinions and/or beliefs of the Walker.
8. **INDEPENDENT CONTRACTOR**. The Walker is acting as an independent contractor with respect to the Services provided to the Owner. As such, the Walker shall be responsible for all taxes to be paid to the government in connection with the performance of the Services. Owner will not be responsible for Walker’s acts while performing Services under this Agreement. Nothing contained in this Agreement shall be construed to imply a joint venture, partnership, or principal-agent relationship between the Parties, and that neither Party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other Party.
9. **INDEMNITY**. The Walker hereby agrees to indemnify and hold harmless the Owner (and successors and assigns) from and against any and all losses, liabilities, deficiencies, costs, loss of wages, damages, and expenses (including, but not limited to, reasonable attorneys’ fees, charges, and disbursements) incurred by the Walker as a result of any injury sustained by the Walker while performing the Services. The Walker acknowledges and agrees that animals can be unpredictable and their behavior erratic. The onus shall be on the Walker to observe the canine and be reasonably prepared to deal with unexpected and unintended circumstances.
10. **MISCELLANEOUS.**
	1. **No Waiver**. The failure of a Party to require strict performance of any provision of this Agreement by the other, or the forbearance to exercise any right or remedy, shall not be construed as a waiver by such Party of any such right or remedy or preclude any other or further exercise thereof or the exercise of any other right or remedy.
	2. **Severability**. The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement.
	3. **Entire Agreement; Amendments.** This Agreement has been freely negotiated and contains the entire understanding between the Parties for the Services outlined herein. The Parties acknowledge that they have read and understand the terms contained herein and agree to same. This Agreement supersedes all prior agreements, representations, or understanding (whether written, oral, implied, or otherwise) between the Parties. These terms may not be amended or modified, in whole or in part, except by an express written agreement between the Parties.
	4. **Applicable Law.** This Agreement shall be construed and governed by the law of the state of *[insert state of Owner]* without regard to principles of conflicts of law. Any court action to enforce this Agreement, or relating to or arising out of this Agreement or the Software as developed by Developer, shall be brought in a court of competent jurisdiction in the County of *[insert county of Owner]*, state of *[insert state in which Owner is located]*. The prevailing party shall be entitled to collect any reasonable attorney’s fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.
	5. **Headings**. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Agreement.
	6. **Counterparts; Facsimile and Electronic Signatures.** This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement. Any electronic signature shall have the full weight and authority as an original signature on this Agreement. Additionally, any signature page delivered electronically or by facsimile shall be binding to the same extent as an original signature page with regards to any agreement subject to the terms hereof or any amendment hereto.
11. **NOTICES**. All notices or other communications required hereunder shall be in writing and shall be deemed to have been given when mailed by certified or registered mail, postage prepaid, or by commercial overnight delivery services addressed to the specific Party at the address provided herein. Should any communication be sent via electronic mail, it shall be deemed received upon the sender’s receipt of an acknowledgement from the intended recipient (such as by “return receipt requested” function as available, return email, or other written acknowledgement).

**IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date of this Agreement.**

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| **“OWNER”****JOHN DOE**Signature | “**WALKER”****SUSAN DOGWALKER**Signature |