DOG WALKING AGREEMENT & GUIDE

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1. Overview

Dogs (like humans) need attention and exercise to thrive. In the modern world, people work long hours and can’t give their dogs the attention they need at the time and place they need it. Dog walkers can help take care of high energy dogs or puppies, tending to their requirements on a regular basis.

Hiring a professional dog walker allows you to take care of your pet’s needs when you are unavailable to do so. A well-constructed agreement protects both the owner and the walker, making sure each party understands its rights and responsibilities in the arrangement. If you are a walker, having this form ensures you get all of the information you need to take care of the dog in your charge. If you are an owner, this document provides assurance that your dog will get the care and attention it deserves.

The enclosed contract can provide a good starting point for your negotiations. The owner and the walker must continue to discuss the terms of the agreement, settling questions about service obligations and payment. Once you have agreed on contract terms and have signed the attached form, you can both rest assured that you have an agreement to protect both party’s interests – and those of the dog as well.

2. Dos & Don’ts Checklist

☐ A dog walker should provide the owner with proof that it is bonded against theft by any of its employees. Dog walkers regularly enter the homes of their clients, and thus can be held responsible for theft of any property that occurs during the term of the arrangement. Once it has been demonstrated that a criminal act has occurred, the bonding company will pay the owner and seek reimbursement from the party who committed the crime. A dog walker bond can assure both parties that an owner’s property is protected from harm in his or her absence.

☐ A dog walker should have proof of liability insurance (which should be provided to each pet owner client). There are general liability insurance policies specifically designed for walkers, which usually cover damage and injury to other people and other pets. Note that the proper amount of coverage will depend on the type and number of dogs watched (e.g., show animal vs. family pet) and the length of time in care.

☐ Although most jurisdictions do not issue specific dog walker licenses, the city or state you live in may require a dog walker to obtain a general business license. If you are a dog walker starting out in the profession, this is something to consider. Being caught doing business without a license may subject you to hefty fines. If you are hiring a dog walker, check to see if that walker has a business license in your area. This may seem like overkill for a simple job, but it’s a good way to check the stability and reliability of the company or person you’re hiring.

☐ Do your due diligence. If you’re an owner, you’re going to be leaving your dog (and your home) in the hands of the person or agency you select. Do they have a website listing their services, rates, policies, and contact information? Did they provide references with phone numbers? A little work up front could save you considerable time and money down the road.
Before leaving, provide your dog walker with as much information as possible. This will reduce the likelihood of any misunderstandings and the frequency of phone calls asking for clarification. Consider preparing a list of the following (much of which is considered in the draft Exhibit D to the agreement):

- A description of the dog’s daily routine
- A list of any health problems and/or medications required by your dogs
- Contact information for your veterinarian
- Contact information for other home maintenance workers (e.g., plumbers, electricians, etc.)
- Location of your dog’s favorite hiding places
- Location of your dog’s favorite toys
- Location of collar and leash, ID tags, pooper scoopers, etc.
- Written verification of any and all vaccines that have been given to your dogs
- Your contact information
- A list of any rooms that are off-limits to people or dogs

If possible, plan a meeting between the dogs and the walker before the arrangement starts. This may make the interaction less traumatizing on the animals and may lay a good foundation for the walker-dog relationship.

Let your neighbors know that a dog walker will be visiting your house while you are gone. This may prevent misunderstandings and confusion when an unfamiliar person is seen coming and going at your home.

Allow each party to spend time reviewing the agreement and (once completed) the exhibits. This will reduce the likelihood, or at least the efficacy, of a claim that a party did not understand any terms or how those might affect the agreement as a whole.

Both parties should review the completed agreement carefully to ensure that all relevant deal points have been included. It is better to be over-inclusive than under-inclusive. Do not assume that certain expectations or terms are agreed to if they are not stated expressly in the document.

For many reasons, it’s essential that a dog walker be treated as an independent contractor, and not as an employee of the owner for which it works. If independent contractors are reclassified as employees, the owner using those contractors will be required to reimburse the IRS or state tax authority for delinquent employment taxes, interest, and penalties. A written agreement can provide some protection from these charges, but is only the first step in establishing an individual’s independent contractor status. Once signed, both parties must follow its terms exactly to make sure that status is maintained.
Review your state's laws governing independent contractors. In recent years, many states have made it difficult for individuals to qualify, imposing absolute requirements about the freedom a contractor must have from company control. Certain provisions in the enclosed agreement may need to be strengthened or adapted to fit your state’s rules.

Sign two copies of the agreement, one for you and one for the other party.

Keep your copy of the signed agreement for your records. At the end of its term, you and the other party can revisit its provisions and consider whether to renew.

Depending on the nature of its terms, you may decide to have your agreement witnessed or notarized. This will limit later challenges to the validity of a party’s signature.

If your agreement is complicated, do not use the enclosed form. Contact an attorney to help you draft a document that will meet your specific needs.

3. Dog Walker Agreement Instructions

The following provision-by-provision instructions will help you understand the terms of your agreement.

The numbers below (e.g., Section 1, Section 2, etc.) correspond to provisions in the form. Please review the entire document before starting your step-by-step process.

• **Introduction.** Identifies the document as a dog walking agreement. Write in the date on which the agreement will become effective (often the date on which it is signed). Identify the parties and, if applicable, what type of organization the walker is. The Agreement assumes that the Owner is an individual (i.e., not a corporation or other organization). If this is not the case, feel free to change this to better characterize the Owner. Note that each party is given a name (e.g., “Owner”) that will be used throughout the Agreement. The owner is called the “Owner” and the walker is called the “Walker.”

• **Recitals.** The “whereas” clauses, referred to as recitals, define the world of the agreement and offer key background information about the Parties. In this agreement, the recitals include a simple statement of your intent to enter into a dog walking arrangement. Enter the name(s) of the dogs that will be walked by the Walker. If there is only one dog who will be the subject of this Agreement, replace all references to “dog(s)” in the document with “dog”; if there are multiple dogs to be walked, delete the parentheses around the “s.”

• **Section 1: Responsibilities.** Lists each Party’s responsibilities under the Agreement. Essentially, the Walker is agreeing to perform the agreed-on services with adequate attention and care, and the Owner is agreeing to assist in this performance by providing necessary information and guidance. You can feel free to delete any of the responsibilities that you do not want to require, or add additional items that are specific to your arrangement.

• **Section 2: Nature of Relationship.** Explains that the Walker is not an employee or partner of the Owner. This is an important distinction for legal reasons, including requirements of insurance coverage, liability, and taxes. The Agreement seeks to emphasize this divide, but both Parties should
take care not to blur the line between independent contractor and employee in the performance of their duties. Review your state’s laws governing independent contractors to make sure that the enclosed agreement follows local restrictions.

• **Section 3: Representations and Warranties.** Details the Parties’ promises under the Agreement. Each Party is agreeing to enter into the arrangement based on the conditions listed in this section (e.g., that each is capable of entering the agreement and satisfying its terms). The Walker’s representations and warranties certify that it will be responsible for hiring any parties to do the work. The Owner’s representations and warranties are somewhat more detailed, and provide assurance to the Walker that the Dogs are not dangerous, and that emergency contacts are available if the Owner cannot be reached. Again, if there are other items that you want the Parties to certify or warrant, feel free to add those here.

• **Section 4: Compensation.**
  
  (a) Explains that the complete payment terms are detailed in Exhibit A.
  
  (b) Indicate the amount of time the Owner has to forward payments to the Walker after an invoice is received. If your arrangement is more casual, this does not need to be a detailed invoice; rather, it can be a simple report of the tasks performed and the rates applicable to that performance.
  
  (c) The circumstances under which no payments will be made.
  
  (d) Notes that except as stated specifically otherwise in the Agreement (e.g., payments for additional pet food or emergency expenses) the Walker will pay for its own expenses in performing the Services. If the Parties want to more specifically define the types of expenses that will be paid by the Owner, they can do so in the blank space provided. Keep these exceptions limited if you choose to include them. If the Owner pays for all of the Walker’s expenses, the relationship will be seen as more like that between an employer/employee than an independent contractor arrangement.
  
  (e) Indicates that the Walker is responsible for paying its own taxes on the money it receives (i.e., it is not receiving a “salary” as an employee of the Owner and the Owner will not withhold those amounts on its behalf).

• **Section 5: Term.** Indicates that the Agreement will last until termination or until either a specific end date or for a certain number of years. There are two options provided, and you should choose the one that best suits your arrangement. In the first, a long-term relationship is considered, and the Agreement is taken to endure indefinitely. There is an optional bracketed sentence at the end, which allows you to set a long-term deadline for the Agreement. If you select option 1 and do not want to set an expiration date for your agreement, you can delete the second bracketed phrase. The second option contemplates a one-time walking arrangement, and allows you to enter a specific (and short-term) end date for the Agreement. Select the option that best suits your arrangement and delete the other.
• **Section 6: Termination.** Explains that certain actions or events, including written notice or material breach, will cause the Agreement to end out of time (i.e., before the services are completed or the end of the term, if any). Write in the amount of notice a Party must give of its intent to terminate or to notify the other of a breach.

Pay particular attention to subsection (c), which allows the Walker to terminate the Agreement at any time if the Dog(s) become violent or dangerous. In such cases, the Walker can place the Dog(s) into a kennel or other agreed-on facility until the Owner can return and assume responsibility for the Dog(s).

• **Section 7: Authorization of Emergency Medical Care.** Allows the Walker to get emergency medical care for the Dog(s) in the Owner’s name during the Owner’s absence. This paragraph also promises that any costs incurred in such emergency care will be paid by the Owner. Note the references to the exhibits. **Exhibit B** is a list of emergency contact names (other than the Owner) and **Exhibit C** is a veterinarian release form allowing the Dog(s) to be treated during the Owner’s absence. Under the terms of this section, the Owner must fill out and sign the Release on or before the date the Agreement is signed.

• **Section 8: Indemnification.** This provision allocates responsibilities between the Parties if problems arise in the future and protects each Party from the consequences of the other’s negligent or intentional conduct.

• **Section 9: Exclusion of Liability.** Specifies the items for which the Walker will not be held liable or financially responsible. These items include any damage or destruction resulting from the Dog(’s) actions or health problems.

• **Section 10: Modification.** Indicates that any changes to the document are ineffective unless they are made in writing and signed by both Parties.

• **Section 11: Assignment.** Explains that each Party must obtain the other’s written permission before assigning its obligations and interests.

• **Section 12: Successors and Assigns.** States that the Parties’ rights and obligations will be passed on to heirs or, in the case of companies, successor organizations or organizations to which rights and obligations have been permissibly assigned.

• **Section 13: No Implied Waiver.** Explains that if either Party allows the other to ignore or break an obligation under the agreement, it does not mean that Party waives any future rights to require the other to fulfill those (or any other) obligations.

• **Section 14: Notice.** Lists the addresses to which all official or legal correspondence should be delivered. Write in a mailing address for both the Owner and the Walker.

• **Section 15: Governing Law.** Allows the Parties to choose the state laws that will be used to interpret the document. Note that this is not a venue provision. The included language will not impact where a potential claim can be brought. Write in the applicable state law in the blanks provided.

• **Section 16: Counterparts / Electronic Signatures.** The title of this provision sounds complicated, but it is simple to explain. It says that even if the Parties sign the Agreement in different locations, or use electronic devices to transmit signatures (e.g., fax machines or computers), all of the separate pieces will be considered part of the same agreement. In a modern world where signing parties are often not in the same city - much less the same room - this provision ensures that business can be transacted efficiently, without sacrificing the validity of the agreement as a whole.
• **Section 17: Severability.** Protects the terms of the Agreement as a whole, even if one part is later invalidated. For example, if a state law is passed prohibiting choice-of-law clauses, it will not undo the entire document. Instead, only the section dealing with choice of law would be invalidated, leaving the remainder of the agreement enforceable.

• **Section 18: Entire Agreement.** The Parties’ agreement that the document they’re signing is “the agreement” about the issues involved. Unfortunately, the inclusion of this provision will not prevent a Party from arguing that other enforceable promises exist, but it will provide you some protection from these claims.

• **Section 19: Headings.** Notes that the headings at the beginning of each section are meant to organize the document, and should not be considered operational parts of the note.

• **Exhibit A: Services, Specifications, and Compensation.** The form of Exhibit A provided is meant as an example only. You and the other Party should restructure and revise this exhibit to fit your situation and individual needs. There are two types of compensation arrangements outlined in the form. You can choose either, or come up with a third structure better suited to your agreement.

• **Exhibit B: Emergency Contact List.** Enter the names of at least three (3) emergency contacts that the Walker can call if the Owner is unreachable.

• **Exhibit C: Veterinary Release.** It’s one thing to state in the Agreement that the Owner is giving its consent to emergency treatment. It’s another to offer direction to the veterinarian to give that treatment. This Exhibit C is a release that, once signed, should be given to a veterinarian in an emergency situation. It should be completed by the Owner before it leaves its Dog(s) in the Walker’s care.

• **Exhibit D: Dog(s) Information.** This is an example of an information sheet that may be provided to a dog walker. It asks for a broad range of information, and not every item will be applicable to every dog (or every arrangement). You can feel free to add or subtract items to suit your needs. Attach proof of the vaccinations received by each Dog, and the dates of those vaccinations. Include any additional health or other information you think may be helpful to the Walker in performing its duties under this Agreement.

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SAMPLE DOG WALKING AGREEMENT

This Dog Walking Agreement (the “Agreement”) is entered into as of ___________ 20____ (the “Effective Date”) by and between ___________________, a[nn] ____________ [individual/corporation/partnership/etc.] (the “Walker”), and ____________________, an individual (the “Owner,” and together with the Walker, the “Parties”).

RECITALS

WHEREAS, the Owner is the owner of the following dog(s):

__________________________ (the “Dog(s)’); and

WHEREAS, the Owner wishes to engage the Walker 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 Walker 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, promises and benefits contained herein, the Parties agree as follows:

1. 