



It's summertime—the time of year when many of us eagerly embark on our much coveted vacations. Living in Hawaii can present special challenges to pet owners, because more often than not, it is not practical or possible to bring our beloved furry friends along for the ride. What is the caring and responsible pet owner to do? Below are some tips for both pet owners and pet sitters to help ensure that Fido is properly cared for while you are off enjoying your much deserved R&R.

The first tip is an obvious one, but cannot be overstated. **Find a reliable, responsible party to care for your pet(s).** Be sure the individual or entity is comfortable around animals—especially yours—and that they are willing and able to provide the type of care you request for your pets.

**Put all terms and conditions regarding the care of your pet(s) in writing.** People often hesitate to do this, particularly when dealing with friends or neighbors, but a written agreement will protect the interests of both parties, and provide guidance about what to do if emergencies arise. A well-drafted agreement for temporary care of pets should include all of the following:

1. The legal Owner(s) of the pet(s) to be cared for, and their current address and contact information.
2. The name(s) of all Pet(s) covered under the Agreement;
3. The breed(s)/species of all Pets covered under the Agreement;
4. The age and gender of all Pets covered under the Agreement;
5. The license and microchip number of all Pets covered under the Agreement;
6. The name of the Caregiver under

# Dog Sitting 101:

*How pet owners and sitters can protect their interests and liabilities.*

*By Emily Gardner, Esq.*

the Agreement, and their current address and contact information;

7. A detailed statement regarding the services the Caregiver will provide. This may include a statement to the effect that the Caregiver agrees to care for the Pets as provided herein until they are returned to the Owner; the Caregiver agrees to reply to the Owner's inquiries about the Pets; the Caregiver agrees to notify the Owner of changes of address and telephone number of Caregiver; and, the Caregiver agrees to return the Pets to the owner upon request.

Included within this detailed statement should be a provision which defines what the Owner and the Caretaker mutually understand "Care" to include. For example, you may want to state something along the lines of the following: "Under this Agreement, 'Care' shall include providing Pets with adequate food, water and shelter, giving reasonable attention to Pet's health, safety and grooming, in addition to carrying out the following special instructions:..."

In terms of special instructions, the Owner should address all special needs of the Pets such as those relating to administering medications, special dietary needs and restrictions, special handling or restraint concerns (e.g. instructions to not allow off-leash or outdoors). You should also include instructions about what to do in the event of an emergency—who to contact, their contact information as well as that of your veterinarian. In the detailed statement, it's better to be over-inclusive, than under-inclusive, to avoid any misunderstandings that could arise:

8. A statement about how and when the Owner agrees to compensate the Caregiver;

9. A statement wherein the Owner authorizes the Caregiver to seek appropriate medical treatment on behalf of Pets, as may be reasonably required by circumstances;

10. A statement wherein the Owner authorizes the Caregiver to make reasonable decisions regarding Care and Veterinary Services, and consents to the Caregiver's reasonable decisions, acts and omissions;

11. A statement wherein the Owner agrees to pay the Caregiver or the Veterinary Service provider for all professional fees and costs of treatment provided, within a certain

period of time from the time the services were provided, and up to a stated amount ;

12. A statement which authorizes the euthanasia of a Pet if it becomes gravely injured or ill and euthanasia is recommended by the treating Veterinarian;

13. A statement wherein the Owner represents that the Pets have no known diseases or parasites that can be transmitted to humans or other animals, or one which accurately describes any known diseases or parasites;

14. A statement that the Owner shall remain the owner of the Pets and be entitled to sole custody of the Pets at such time the Owner desires. However, the Owner may not interfere with the Care of the Pets while they are in the custody of the Caregiver;

15. A statement as to the expected period of time the Caretaker is to provide care for the Owner's Pets, and what should be done if that time period needs to be shortened or lengthened for any reason;

16. A statement that the Caretaker agrees that the Owner shall not be liable if the Pets cause the Caretaker to sustain injuries or losses, unless the injuries are caused by a dangerous propensity of the Pets (whether known or unknown to the Caregiver); and

17. A statement that the Agreement replaces or supersedes all prior authorizations and agreements between the parties and is not valid unless signed by both parties.

All of this may seem a bit daunting, but, it's better to plan for the unexpected, than to wait until something happens and be put in the position of wishing that you had. Remember, the purpose of the Agreement is to protect the interests and limit the liabilities of both parties. As an Owner, you have a responsibility to a Caretaker to disclose all dangerous propensities and special needs of your Pets as well as your expectations relating to their care. As a Caretaker, you have an obligation to comply with the standard of Care agreed upon in the Agreement, and to act as a "reasonable person" in performing your duties under the Agreement.

This applies even if you are acting as a volunteer or without compensation. The above are general guidelines for an agreement for the temporary care of your pets. If you have specific concerns, you should consider contacting an attorney for advice.