

# BOARDING AGREEMENT

04/2007

*This Agreement and the Supplements referred to herein shall apply to all visits by your Pet to Pet-N-Play Luxury Pet Resort*

1. **Services.** We agree to provide the specific services to your Pet for each visit as indicated on the Pet-N-Play Info & Services Form that will be filled out for each of your Pet's visits. We will exercise reasonable judgment in all circumstances as we provide the services.
2. **Payment for services.** You agree to pay us for the services we provide to your Pet during each visit at the rates set forth in the Pet-N-Play Info & Services Form at the start of such visit (collectively the "Charges"). Charges begin on the day you leave your Pet. Check out time is by 12:00 p.m. on the Departure Date and additional charges will be due for late check out as provided in the Pet-N-Play Info & Services Form.
3. **Reservations.** Reservations will be accepted but not guaranteed without a credit card.
4. **Cancellations.** If you need to cancel your reservation, please do so at least (2) days prior to your arrival date to avoid the one night room rate cancellation fee.
5. **Your Agent.** If we cannot reach you, you authorize us to contact the individual designated as your Emergency Contact. You agree that your Emergency Contact shall have your full and complete authority to make all decisions, including the expenditure of funds, for or on behalf of you and your Pet.
6. **Emergencies.** In the event of an emergency evacuation of the Pet-N-Play Luxury Pet Resort, every effort will be made to contact you or your Emergency Contact. You authorize us to make temporary alternative arrangements to house and care for your Pet until such time you or your Emergency Contact can retrieve the Pet.
7. **Check-In and Check-Out.** The Pet-N-Play lobby is open for Check-In and Check-Out as provided in the Pet-N-Play Info & Services Form. We may ask you for identification as we want to be sure we only release your Pet to you, your Emergency Contact or such other individual(s) designated by you in writing as authorized to pick up your Pet.
8. **Pet Health and Behavior.** We are prepared to care for older Pets and to administer routine medications for chronic conditions, but we are not equipped to care for aggressive or biting Pets. No Pet can stay with us unless we have current confirmation from a licensed veterinarian that all of the Pet's required immunizations are current and the Pet is healthy as set forth in the Pet-N-Play Info & Services Form
  - If your Pet is found to have fleas or ticks, you authorize their removal at your additional expense.
  - We reserve the right to refuse to accept a Pet if at Check-In it appears to us that such Pet is sick or that its behavior could jeopardize the health or safety of other Pets or our staff.
  - If your Pet becomes sick or injured and requires professional attention, or if your Pet passes away during its stay, we will attempt to notify you or your Emergency Contact at the telephone numbers you provide on the Pet-N-Play Info & Services Form. If we cannot reach you or your Emergency Contact, Pet-N-Play at its sole discretion, may engage the services of a veterinarian and/or administer medicine or give other requisite attention to your Pet, and the expense thereof shall be paid by you.
9. **Pets not picked up on Departure Date.** In the event that you or your Emergency Contact does not pick up your Pet on the agreed upon Departure Date, you hereby authorize us to continue to provide the daily services set forth in this Agreement.
  - Notwithstanding the foregoing, if such Pet becomes abandoned as defined by local or state regulations, we will follow the Abandoned Pet Procedure.
10. **Abandoned Pet Procedure.**
  - All services for such Pet, other than Basic Services (as defined in the Pet-N-Play Info & Services Form) and any necessary medical treatment, will be terminated.
  - We will send a certified letter (return receipt requested) to you at the address that you have provided on the reverse side, the second day following the scheduled Check-out date for your Pet, advising you that if your Pet is not picked up within ten (10) days of the Check-out date your Pet will be deemed to be abandoned, that we must deliver the Pet to Animal Control or, where permitted by law, a third party adoption partner and shall have no further responsibility for the Pet.
  - You shall remain liable to us for all unpaid charges including the court costs and reasonable attorney's fees incurred in the collection of the Charges.
11. **Your representations to us.** You represent to us that you are the owner of the Pet and that you are fully authorized to enter into this Agreement. All of the information about you and your Pet in this Agreement is true, accurate and complete.

- To the best of your knowledge, your Pet has not been exposed to rabies, distemper or any contagious illness within 30 days prior to beginning its stay with us.
- To the best of your knowledge, your Pet has no illness or behavior problem (including aggressive or biting behavior) that has not been disclosed to us.
- You agree to indemnify and hold us harmless, from and against all loss, damage or expense, including attorney's fees, resulting from misrepresentations by you or your representatives or resulting from your Pet's stay including, without limitation, any person claiming to be the owner of your Pet and any person claiming damage or injury by your Pet.

**12. Miscellaneous Provisions.** This written Agreement constitutes our entire and only agreement and there are no oral agreements or understandings except as provided for herein.

- This Agreement can only be changed in writing signed by you or your Emergency Contact and by us.

• This Agreement shall bind us and our assigns and you and your heirs and assigns.

• The law that applies to the Agreement is the law of the state and municipality where your Pet is to stay. If there are disputes that result in litigation, the courts of the state and municipality where your Pet is to stay shall have exclusive jurisdiction.

**13. Contact with Other Pets.** While your Pet is staying with us, he or she may come into contact with other Pets depending on the services you purchase.

- You acknowledge and agree that in the unlikely event your Pet is injured by another Pet, you will not hold us responsible for the injury.
- If your Pet injures another Pet, you will be solely responsible for any injury.
- Communicable diseases: all pets coming into the Pet-N-Play are fully vaccinated. However, it is still possible for a pet to become ill, even if vaccinated. This is not due to any circumstance or condition at the Pet-N-Play Resort and you agree that you will not hold us liable in the event your Pet becomes ill during or after its stay. **(Initials)** \_\_\_\_\_

**14. Pets sharing a room.** You understand that at your request two or more of your pets will be staying in the same suite together.

• To the best of your knowledge, all pets occupying the same suite have no history of aggression towards each other.

• If your pets injure each other during their stay, you will not hold us responsible for the injury and will pay any medical expenses associated with the injury. **(Initials)** \_\_\_\_\_

**14. Personal items.** Do not bring items with your Pet that are valuable or irreplaceable. Pet-N-Play is not responsible for loss or damage to any personal item or toy left with your Pet.

**(Initials)** \_\_\_\_\_

**You have read this entire Agreement; you have had the opportunity to discuss it with us to your satisfaction, and you agree to its terms.**

**Owners Signature**

\_\_\_\_\_

**Cell Phone Number**

\_\_\_\_\_

**Owners Name – please print**

\_\_\_\_\_

**Phone**

\_\_\_\_\_

**Address (Street, City, State, Zip Code)**

**Emergency Contact(s)\* who can act on your behalf for all purposes under this Agreement**

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_

*\*Be sure to advise the above-named Emergency Contactt(s) that you have chosen him or her to act on your behalf in case of an emergency and we are unable to contact you.*

**Pet-N-Play Associate initials:** \_\_\_\_\_