



## PET CARE AGREEMENT

**THIS PET CARE AGREEMENT ("Agreement") is made and entered into as of the last date set forth below, by and between PET PALACE, INC. (the "Company") and the undersigned Pet Owner set forth below ("Owner").**

**1. SERVICES; ENGAGEMENT.** Company provides pet boarding, daycare and grooming services. Owner hereby engages Company to provide the services for his or her pet(s) on the terms and conditions set forth in this Agreement and in any supplemental pet information or reservation forms provided in connection with this Agreement by Company.

**2. OWNER REPRESENTATIONS; DUTY TO DISCLOSE.** a. Owner represents and warrants to Company that he or she is the rightful owner or caretaker of pet(s), and his or her signature below is sufficient to enter into this Agreement. b. The pet(s) is current on all required vaccinations as is required by Company. c. The pet(s) has no current illness or injury, except as has been disclosed to Company. d. The pet(s) has not bitten, or exhibited other aggressive behavior, towards any person or animal, except as has been previously disclosed to Company; and e. Owner has disclosed and shall continue to disclose on an on-going basis, any and all medical or other conditions that may limit or prevent the pet's ability to participate in daycare or otherwise attend the Company's facilities.

**3. ACCEPTANCE OF RISK.** Owner acknowledges and agrees that his or her pet(s) may encounter and be permitted to interact and play with other pets and with Company staff members. Owner acknowledges that when pets are together that nicks, bites or scratches may occur, and Company may or may not notify Owner immediately if the pet(s) sustains any nicks, bites or scratches. Owner also acknowledges that pets are off leash in the Company facility's outdoor fenced yard for potty breaks and sometimes daycare. Owner acknowledges that his or her pet(s) may be able to jump the fence and/or dig out of said fence. Owner further acknowledges that animals are unpredictable and that there is a possibility of injury or death to the pet or to another animal or person. Therefore, as consideration of the services rendered by Company, Owner (A) hereby waives and releases Company, and its invitees, sponsors, members, managers, advertisers, owners, officers, directors, employees, volunteers, agents, lessor, and any parties owning, controlling or having any interest in the property where the Company facility is located, and all other representatives or agents of Company (collectively, "Company Parties") from any and all claims, actions, damages, or liability for injury, escape, sickness or illness suffered by his or her pet(s) while in the care of Company or otherwise relating to the care, control, health and/or safety of the pet arising from pick up, transport, drop off and /or stay at the Company facilities, except to the extent such illness or injury is the result of Company's gross negligence or intentional misconduct, and (B) agrees not to initiate any legal proceedings against Company or any Company Parties with respect to such released claims. "Sickness and illness" shall be defined to include any illness, including, without limitation, bordetella (kennel cough) or any other form of contagious disease.

**4. INDEMNIFICATION; LIABILITY.** As consideration for the services rendered by Company, Owner will indemnify, defend and hold Company and Company Parties harmless from and against any and all losses, liabilities, damages, fines, penalties and expenses (including attorney's fees and veterinary costs and expenses) arising from or resulting from any breach of the representations, warranties or covenants contained in this agreement (including abandonment of the pet(s) at the Company facility), or otherwise related to any and all acts of behavior of their pet(s), which may include, without limitation, injury or death to a pet or animal at the facility or injury or death to a staff member of Company or any other member of the public. In no event will Company or any Company Party be held liable for special, consequential, exemplary or punitive damages, even if advised of their possible existence. Any controversy or claim arising out of or relating to this contract, or the breach thereof, or as the result of any claim or controversy involving the alleged gross negligence or intentional misconduct by any party to this contract, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any Court having jurisdiction thereof. The arbitrator shall, as part of his award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party.

**5. GROOMING.** Due care will be taken with the pet(s) for safety of the pet(s) and groomer. Owner acknowledges that if his or her pet(s) do not respond to the groomer and remain still during the grooming procedure accidents can happen such as nicks from clippers, scissors or toenail trimmers. Owner acknowledges that groom desired depends on temperament, coat condition of pet(s), and that some pets are unable to receive the style desired by Owner. Owner also acknowledges that shaving his or her pet(s) coat may result in skin burning and/or discomfort. Owner acknowledges that if his or her pet(s) have a flea or tick infestation, that pet(s) will be treated at Owner's expense.

**6. IN HEAT/PREGNANT.** It is Owner's responsibility to inform Company if his or her pet(s) is in heat or pregnant. In heat pets are not allowed to attend daycare or board with an intact male pet. Owner acknowledges and agrees not to hold Company responsible and/or liable for any pregnancy to his or her pet(s) while at Company facility or in Company's care.

**7. AGGRESSIVE PETS.** Company does not accept aggressive pets. Owner acknowledges that if his or her pet(s) become aggressive in a manner that Company finds dangerous to Company or Company Party, Owner will be called and must come pick up pet. Owner acknowledges that if Owner is unable to pick up pet in a timely manner, Company may have a veterinarian sedate pet and/or pet may be moved to a veterinary facility. Owner acknowledges that all charges relating to such veterinary care are the sole responsibility of the Owner.

**8. VETERINARY LIABILITY AND CARE.** Owner acknowledges and agrees that Company has right to seek veterinary care of Company's choosing for his or her pet(s) if Company deems it necessary while in the care of the Company. Owner requests that the following conditions be adhered to for each of his or her pet(s). (provide initials)

\_\_\_\_\_ Save my pet(s) regardless of the cost of any necessary treatment, medication, or surgical procedures.

\_\_\_\_\_ Use any and all reasonable and customary treatments, medications, or surgical procedures not to exceed \$\_\_\_\_\_.

If a pet passes away at the Company's facility, it will be brought to a local veterinarian. Owner agrees that Owner is fully responsible for the cost of any such medical treatment, and for the cost of any transportation for the purposes of such treatment provided to the pet.

**9. PERSONAL PROPERTY.** Owner agrees that no Company Party shall be responsible for any lost, stolen, or damaged property belonging to either Owner or the pet(s). Owner understands that such property may be returned in poor condition, or not at all.

**10. PHOTOS AND VIDEO RELEASE.** Owner agrees to allow Company to use his or her pet's name and any images or likeness of his or her pet taken while the pet is at the Company facility, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials.

**11. ABANDONED PETS.** Owner understands and agrees that if his or her pet(s) is not picked up within seven (7) calendar days after the scheduled pick up date, the pet shall be deemed to be abandoned and additional boarding charges shall apply, and in such event, Company shall gain legal custody and ownership of the pet(s) and retain the right to keep pet(s), or place in a shelter or with animal control, or place the pet in a new home with a new owner, with no recourse by Owner against Company or Company Parties.

**12. LATE PICK UP.** Owner acknowledges that there is a mandatory \$50 fee to pick up your pet after closing and an extra \$20 per each additional pet. This fee is in addition to any amount owed and must be paid at time of pick up. Only Company receptionists still present after closing will be able to assist Owner requesting to pick up after hours. By waiting until Company opens the next business day, only normal boarding charges will apply.

**13. PAYMENT.** Owner agrees to pay for all services at Company's posted rates. Owner understands that payment in full must be made before his or her pet(s) is to leave Company's care.

**THIS AGREEMENT COVERS THE CURRENT RELATIONSHIP BETWEEN PET PALACE, INC (COMPANY), AND YOURSELF (OWNER). EACH TIME YOU BRING YOUR PET(S) TO PET PALACE, INC, YOU AFFIRM THE TERMS OF THIS AGREEMENT, AND THE TRUTHFULNESS AND ACCURACY OF ALL STATEMENTS YOU MAKE IN THIS AGREEMENT.**

**OWNER IS ADVISED TO SEEK LEGAL COUNSEL IF OWNER IS UNSURE OF THE EFFECTS OF THE FOREGOING AGREEMENT.**

**ACCEPTED AND AGREED TO BY:**

\_\_\_\_\_  
**OWNER SIGNATURE**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**DATE**