

PAWS AND CLAWS PET RESORT CLIENT AGREEMENT

This Agreement is between PAWS AND CLAWS PET RESORT (FACILITY) and _____ (OWNER) of the pet(s) described herein (PET).

OWNER warrants they are the legal owner of ALL pet(s) (PET) brought to this facility for pet care, now and in the future. Both parties agree that all pets owned by OWNER shall be covered by this Agreement.

This Agreement shall remain on file with FACILITY and is intended to be used by both parties so long as PET(S) may, from time to time, be placed in the care of FACILITY by OWNER.

Any third party dropping off PET with FACILITY warrants to them that they have been fully authorized by OWNER to drop off PET and that in the event OWNER does not pay their bill, the third party will be responsible for the entire amount of the charges. Third party shall be required to provide proper identification and documentation to FACILITY at the time of drop off.

This is a mutual Agreement between FACILITY and OWNER for the care and supervision of PET(S) and it is the desire and intent of OWNER to contract with FACILITY for these services and agree to the following mutual promises. In consideration of these mutual promises both FACILITY and OWNER have fully read, understand and agree to the following:

FACILITY agrees to:

1. Supervise and care for PET providing reasonable care and basic necessities including nourishment and facilities so that the health and safety of PET will be maintained within standards found in the pet care industry for care of animals in similar facilities.
2. To provide, to the best of its ability and in compliance with pet care industry standards of care, the health, safety and wellbeing of PET as agreed by the parties in this Agreement.
3. To reasonably follow the instructions of OWNER, to the best of FACILITY'S ability, in regards to the care of PET during their stay with FACILITY.
4. To provide safe and sanitary housing, general conditions and play areas for PET and to take any precaution necessary, at the sole discretion and judgment of FACILITY, to insure a safe and happy stay at FACILITY for PET.
5. To allow only qualified and trained employees to handle and care for PET and to fully supervise the activities and interactions of PET and any and all employees of FACILITY.

6. To carefully evaluate any play mates of PET and take every precaution to insure as safe a play environment as possible, given the inherent nature and instinctual behavior of animals.

7. To monitor and keep the facility well maintained, in good working condition, safe and free from dangerous objects or defects.

8. To carefully sanitize PET'S accommodations and feeding bowls or buckets and to monitor the mixing and use of chemicals and their containers that PET might be exposed to.

9. To take reasonable precautions to safeguard the wellbeing of PET during their stay with FACILITY and to make every effort, without exception, to be sure that all animals under FACILITY'S care are healthy.

OWNER agrees to:

1. Inform FACILITY of any known health or temperament issues relating to PET. To immediately inform FACILITY of PET'S exposure, to harmful or communicable diseases that may affect PET or other animals that PET may come in contact with during their stay with FACILITY.

2. To conform and comply with any and all Policies set forth by FACILITY. FACILITY reserves the right to modify their policies, without notice to OWNER, at any time.

3. To provide FACILITY with any documents or information related to PET necessary to insure the health and safety of pet, including but not limited to proof of current vaccinations required by FACILITY, prior history of temperament problems with other pets, people or other issues that may affect PETS ability to safely interact with other animals or persons under the supervision of FACILITY.

4. To warrant to FACILITY that all information provided to FACILITY by OWNER is complete, true and correct and that OWNER has made a good faith effort to communicate and provide FACILITY with any and all information that may be pertinent to the health and safety of PET.

5. OWNER clearly understands, without reservation, that FACILITY will make every effort to provide a safe and healthy environment for PET; however, OWNER understands that PET is an animal, with basic instincts that cannot always be anticipated by even the most seasoned pet care professional.

6. OWNER assumes the risk of leaving PET in the care of FACILITY and understands that PET may be exposed to possible injury or illness while playing or interacting with other animals and holds harmless FACILITY from any liability associated with the care of PET while in the custody of FACILITY, including but not limited to communicable and airborne diseases.

7. OWNER further, fully and without reservation, agrees to grant to FACILITY full permission to care for PET in any way that FACILITY feels is in the best interest of PET, including but not

limited to veterinary visits, administration of medications prescribed by a licensed veterinarian or administration of other medications prescribed by a licensed veterinarian, but normally administered by OWNER in the normal course of PET'S daily routine in the home environment and to provide FACILITY with directions for administration of same. OWNER agrees to hold harmless FACILITY for any injury to PET as a result of the administration of these medications, so long as FACILITY complies with the standard procedures normally used to administer medications of this kind. This shall include but not be limited to - administration of chemicals for the treatment of external parasites (fleas, ticks, lice et.) or the control of any other communicable parasites or diseases that may cause injury to other animals that may have contact with PET.

8. Should FACILITY determine that PET is not an acceptable resident of their facility or that PET may cause injury or harm to another pet or human, FACILITY reserves the right to terminate the care and this Agreement and FACILITY agrees to refund any balance remaining unused for the care of PET. Clearly the refund will be a pro rata portion of fees paid in advance by OWNER to FACILITY.

9. OWNER will pay to FACILITY, at the time of check out and pick up of pet, all payments and costs incurred in the course of PET'S care by FACILITY, promptly and before PET is released back into the custody of OWNER.

10. OWNER is fully aware of and assumes the inherent risk associated with free roam FACILITY activities and expressly assumes all risk of injury to PET during the time FACILITY has care, custody and control of PET. These risks include, but are not limited to playing, running, biting, chasing, falling, colliding with other animals or objects, running away, wrestling, certain hazards such as surface and subsurface conditions, that may result in injury, harm or possible death of PET. OWNER further recognizes and accepts the unpredictability of PET'S reaction to sounds, sudden movement, unfamiliar objects, persons or other animals.

11. FACILITY will take every reasonable precaution to provide a safe environment for PET, but does not promise or warrant that PET'S stay with FACILITY will be free of accidents, injuries, dog fights, or other normal, instinctual animal behaviors. OWNER also agrees and recognizes that in the event of an altercation between animals, FACILITY may find it necessary to employ non-violent methods and techniques such as spraying with water, shouting, and other methods of restoring order.

12. OWNER agrees to defend, indemnify and hold FACILITY and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to the Service(s) or otherwise arising under this Agreement. FACILITY shall not be held liable for any illness, death, disease, or injury incurred by the PET while in the care, custody and control of FACILITY.

13. OWNER AGREES that FACILITY will under no circumstances be held liable by OWNER for any damages or liability whether indirect, incidental, including but not limited to special, exemplary, consequential or punitive damages claimed in connection with any incident or cause of action in contract or tort or any other legal theory or remedy, arising in relation to FACILITY'S services or failure to provide services under this agreement.

14. It is expressly agreed by OWNER and FACILITY that in any event, any liability shall in not exceed the current chattel value of an animal of the same species as PET. Owner further agrees to be solely responsible for any and all acts or behavior of PET while it is in the care of FACILITY including payment of costs for injury to staff or other animals or damage to facilities caused by PET.

In addition, OWNER agrees to provide FACILITY at least twenty-four hour notice in advance of any cancellation of reservation. In the event that OWNER fails to provide notice, FACILITY shall charge OWNER for any costs or loss of profit related to the cancelled reservation.

I understand that FACILITY will give PET the best possible care during the styling process, however, I also understand that no responsibility is assumed by FACILITY for any injury, loss, sickness or death of any pet left in their care. If my pet's coat is too heavily matted for a regular trim, then I consent to clipping off all the hair. I understand that injury to my pet, such as clipper burns, cuts or other damage may occur in the grooming process because of these conditions. De-matting (if possible and at the stylist's discretion) is an additional charge that I agree to pay.

I agree to release Salon from all liability from accident or injury to my pet while it is in the care, custody and control of Salon. Salon will not be relieved of liability for gross negligence. In the event of an emergency, I authorize Salon to take my pet to my veterinarian or if they are not available, to a veterinarian of their choice. I agree to pay any related costs.

To the best of my knowledge, my pet is not aggressive towards people or other animals. I verify that I have informed the salon of all temperament or health problems that will complicate the handling or grooming of the pet. I agree to assume full responsibility and financial liability for the actions of my pet or injury caused by my pet to people or other animals while on the salon premises. I have read, understand and agree to all the terms of this release.

In the event OWNER designates a third party to pick up PET, third party will be required to show some form of identification to FACILITY. OWNER will provide a WRITTEN release to FACILITY naming the third party and FACILITY shall be entitled to keep that release along with other records associated with PET. OWNER further warrants that the third party shall be held liable and responsible for the care and safety of PET and for all costs and charges incurred by PET during its stay with FACILITY. FACILITY will make every attempt to insure that the correct animal is released to OWNER or a third party, however OWNER recognizes that many breeds and mixed breeds have similar physical characteristics and identities can sometimes be mistaken. Should this occur, OWNER agrees to promptly and safely return the animal and

INFORMATION REQUIRED BY FACILITY

Emergency Contact Information –

Name _____

Address _____

Telephone _____ Regular Vet _____

Has Your Animal Ever Bitten Any Person or Animal? _____

If yes, please state which PET had the temperament problem and fully describe the incident:

Special Instructions:

FACILITY agrees to administer medication to PET. PET is presently under the care of the above named veterinarian who has prescribed medication(s) for certain medical condition(s). OWNER warrants that they have fully and carefully explained the dispensing information/instructions and the effects of this medication to FACILITY and attached complete dispensing instructions and emergency information.

I acknowledge that the services of FACILITY will be performed in accordance with my instructions contained herein. I waive any claim against FACILITY unless FACILITY is found to be negligent, according to pet care industry standards of care and does not perform as agreed herein.

SIGNATURE: _____ of Owner or person dropping off pet.

DATE: ____/____/20____.