

**Pet Services Agreement**

THIS PET SERVICES AGREEMENT (“Agreement”) is made and entered into as of the dates set forth below, by and between Perrysburg Pet Lodge & Spa LLC d/b/a Perrysburg Pet Lodge & Spa, a Ohio limited liability company (the “Company) and the undersigned Sole Member set forth below (“Sole Member”).

WHEREAS, the company provides pet boarding, dog daycare and dog grooming services;

WHEREAS, the Sole Member hereby engages Company to provide services for his or her Pet 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;

NOW THEREFORE, for good and valuable consideration, the Company and the Owner hereby agree as follows:

1. Definitions
2. “Owner” shall mean and refer to the rightful owner or authorized caretaker of the Pet.
3. “Pet” shall mean and refer to the dogs or cats brought to the Company for boarding, daycare or grooming services by Owner.
4. “Sickness and illness” shall be defined to include any illness, including, without limitation, Bordetella (kennel cough) or any other form of contagious illness.
5. “Kennel” shall mean and refer to the physical location where the dog is housed.
6. OWNER REPRESENTATIONS; DUTY TO DISCLOSE. Owner represents and warrants to Company that:
7. Owner is the rightful owner or caretaker of the Pet, and his or her signature below is sufficient to enter into this Agreement for and on behalf of any other owner or representative of the Dog, and Owner is executing this Agreement for the Pet, himself or herself and his or her heirs, successors, representatives or assigns;
8. The Pet is current on all required vaccinations and such other vaccinations as required by Company and Owner has provided the Company with documentation of Pet’s current vaccinations, which shall include, proof of vaccinations for Rabies, Bordetella, Parvo and distemper prior to any entry at the Company facilities or evaluation made by Company; Cats shall have all required vaccinations, which shall include Rabies, and FVRCP prior to any entry at the company facilities.
9. Unless otherwise disclosed to the Company, the Pet is housebroken and the Pet is not prone to chewing, scratching, digging or other destructive behavior;
10. The Pet is free of fleas, ticks, worms and other insects and parasites;
11. The Pet has no current illness or injury, except as has been disclosed to Company;
12. The Pet has not bitten, or exhibited other aggressive behavior, towards any person or animal, except as has been previously disclosed to Company; and
13. Owner has disclosed and shall continue to disclose on an on-going basis, any and all medical or other conditions, including but not limited to personality concerns or behaviors that may affect, limit or prevent the Pet’s ability to participate in play time or otherwise attend the Company’s facilities.

\*I hereby state that my pet is not aggressive and has never caused physical injury to another pet or person. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. ACCEPTANCE OF RISK. Unless Owner has otherwise instructed to the contrary, Owner acknowledges and agrees that his or her Pet may encounter and be permitted to interact and play with other Pets and with Company staff members. Owner acknowledges that when Pets play in groups that nicks, bites or scratches may occur, and Company may or not notify Owner immediately if the Pet sustains any nicks, bites or scratches. Owner further acknowledges that Pets can be unpredictable and that there is a possibility of injury or death to the Pet or to another animal or person.

 \_\_\_\_\_\_\_\_ I DO GIVE MY PERMISSION FOR MY PET/PETS TO SOCIALIZE WITH OTHER PETS

 \_\_\_\_\_\_\_\_I DO NOT GIVE MY PERMISSION FOR MY PET/PETS TO SOCIALIZE WITH OTHER PETS

4. GROOMING REQUIREMENTS

1. AGGRESSIVE OR DANGERGOUS PETS: Owner MUST inform the company if your Pet bites, has bitten, or is aggressive to people, other dogs or specific grooming procedures. Muzzles may be used if necessary. Muzzling will not harm your Pet, and protects both the Pet and Groomer. The Company reserves the right to refuse/stop services for such Pet(s) at any time before or during the grooming process, and charge a handling fee for Aggressive Pets in addition to the regular grooming charge. I hereby state that my Pet is not aggressive and has never caused physical injury to another Pet or person \_\_\_\_\_\_\_\_\_\_\_ **Owner Initials**
2. HEALTH, MEDICAL PROBLEMS & SENIOR PETS: Grooming procedures can sometimes be stressful, especially for senior and ill Pets, and can expose hidden medical problems or aggravate a current one during or after the grooming procedure. Because these Pets have a greater chance of injury, these Pets will be groomed for cleanliness and comfort.
3. MAT REMOVAL: Pets with matted coats need extra attention during their grooming session. Mats left in a Pets coat grow tighter, and can strangle the Pet’s skin, or eventually tear it open. Company does not wish to cause serious or undue stress to your Pet, and will not continually de-mat your Pet for you. Mats can be very difficult to remove, and may require the Pet to be shaved. When necessary, removing a heavily matted coat includes risks of nicks, cuts or abrasions due to warts, moles or skin fold trapped in the mats. Heavy matting can also trap moisture and urine near the Dog’s skin allowing mold, fungus or bacteria to grow, causing skin irritations that existed prior to the grooming process. Torn skin from mats can also harbor maggots. After effects of mat removal procedures can include itchiness, skin redness, self-inflicted irritations of abrasions and failure of their hair to re-grow. Shaved Pets are also prone to sunburn and should be kept out of the sun until the hair grown sufficiently to protect the skin. In some cases Dogs my also exhibit brief behavioral changes. Prevention is the best defense against matting by scheduling regular grooming appointments. There is an extra charge for de-matting.
4. INJURY: There is always the possibility an accident may occur during the grooming process. Grooming equipment is sharp and even though we use extreme caution and care in all situation, possible problems could occur including cuts, nicks, scratches, cracking of nails, etc. In most cases this can happen when a Pet is wiggling or moving around. If you arrive to pick up your Pet and they are still being groomed, please do NOT talk to them or allow him/her to see you. Every effort will be made to insure your Dog is groomed as safely as possible, but an excited Pet can be dangerous to continue to work on. If you insist on visiting or talking to your Pet, or the groomer, we reserve the right to end the grooming session, even if the groom is not completed, and the full grooming price will be charged.
5. WAIVER AND RELEASE. As consideration of the services rendered by Company, Owner (a) hereby waives and releases Company, and its invites, sponsors, members, managers, advertisers, owners, officers, directors, employees, volunteers, invitees, agents, lessors, 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, sickness or illness suffered by his or her Pet 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 the Company’s gross negligence or intentional misconduct, a (b) agrees not to initiate any legal proceedings against Company or any Company Parties. Owner further agrees to pay all costs and fees, including attorney fees, incurred by the Company as a result of Owner’s violation of this paragraph.
6. IDEMIFICATION; LIABLITY. AS CONSIDERATION FOR THE SERVICES RENDERED BY COMPANY, OWNER WILL IDEMIFY, DEFEND AND HOLD COMPANY AND COMPANY PARTIES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABLITIES, DAMAGES, FINES, PENALTIES AND EXPENSES (INCLUDING ATTORNEY’S FEES AND VETERINARY COSTS AND EXPENSES) ARISING FROM OR RESULTING FOM ANY BREACHOF THE REPRESENTATIONS, WARRANTIES OR COVENANTS CONTAINED IN THIS AGREEMENT (INCLUDING ABANDOMENT OF THE PET AT THE COMPANY FACILITY), OR OTHERWISE RELATED TO ANY AND LLC ACTS OF BEHAVIOR OF THEIR DOG, WHICH MY 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. OWNER ALSO WAVES ANY RIGHT TO SPECIAL , CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMGES, EVEN IF ADVISED OF THEIR POSSIBLE EXISTANCE.
7. CLEANLINESS; EVALUATION; PARTICIPATION. Owner shall present Pet in a clean and groomed condition. The Company may refuse any Pet who is not clean or well kept. Company may require an evaluation or assessment of Owner’s Pet prior to engage in boarding or joining the day care program. Proof of vaccinations, including rabies, Bordetella, parvo, distemper and lepto are required prior to evaluation for daycare, boarding and grooming. Owner is not permitted to attend this evaluation. After evaluation is complete, the Company reserves all rights to refuse to provide services for any reason in their sole and absolute discretion. Further, Owner understands that the Dog’s Participation in play time is at the sole discretion of the Company, and the Pet may be separated from the other Pets or asked to leave for any reason in Company’s sole discretion. By Six months of age the pet must be spayed or neutered prior to admittance to daycare and boarding at Perrysburg Perrysburg Pet Lodge and Spa.
8. PAYMENT. Owner agrees to pay all fees for boarding, day care service, grooming or other services owed on the day of pick up for any scheduled reservation under this agreement. Owner also understands that the Company’s rates in effect as of the date of this agreement are incorporated in this Agreement as if fully set forth herein. Owner agrees to pay all unbilled costs and charges for services provided upon departure of the Pet from the Company facility. Owner is aware that if the date of pick up is extended beyond the original reservation pick up date without prior approval, there will be an additional daily charge at double the contract rate.
9. COLLECTIONS. Owner understands and agrees that the Company, in its discretion, may prevent Owner from retrieving the Pet from the Company’s facility until all charges due and owing are paid in full. The Company’s agreement to permit the Pet to leave the Company’s facility prior to payment in full shall not waive the Company’s rights to collect all charges due and owing. Owner agrees to be responsible for any and all attorneys’ fees or other costs incurred by the Company resulting from any collection activities by the Company (to include a minimum charge of $325 if places in the hands of an attorney for collection).
10. FULL AND PARTIAL DAYS. Owner understands that there is a full-day boarding fee charged on the day of arrival (regardless of check in time), and there is a late check out fee of $10.00 per Pet, if picked up after 6:30 p.m. If the Pet stays past 7:00 p.m. another full-day boarding fee will apply instead of the late check out fee.
11. VETERINARIAN LIABLITY AND CARE. In the event that the Owner’s Pet should need veterinary services while in the care of the Company, Owner requests that the following condition be adhered to **(provide initials): \_\_\_\_\_\_\_\_\_\_\_\_\_**

If a Pet passes away at the Company’s facility, it will be brought to the nearest veterinarian. OWNER AGREES THAT OWNER IS FULLY RESPONSIBLE FOR THE COST OF ANY MEDICAL TREATMENT AUTHORIZED HEREIN OR RELATING TO THE DEATH OF THE PET, AND FOR THE COST OF ANY TRANSPORTATION FOR THE PURPOSES OF SUCH TREATMENT PROVIDED TO THE PET.

1. PERSONAL PROPERTY. Owner agrees that no Company to use his
2. 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.
3. OTHER DOCUMENTATION. The terms of this Agreement will govern any reservation from, Pet information sheet, instructions from Owner or other document relating to services to be provided by Company.
4. GOVERNING LAW; VENUE. This Agreement is governed by the laws of the State of Ohio, without regard to conflicts of law principles. Company and Owner agree that all actions or proceedings arising directly, indirectly or otherwise in connection with, out of, or related to or from this Agreement shall be litigated only in courts located in Wood County, Ohio, and each of them hereby consents and submits to the nonexclusive jurisdiction of any local, state or federal court located within said country and state and waives any claim that any of said courts constitute an inconvenient forum.
5. SEVERABILITY. If any provision of this Agreement is determined to be unenforceable, such provision will be deemed severed and the remaining provisions of this Agreement will continue in full force and effect. Company will be deemed to have accepted this Agreement, without execution, upon the acceptance of a reservation or payment for services to be provided hereunder or the commencement of the services.
6. ABANDONED DOGS. Owner understand and agrees that if his or her Pet is not picked up within two (2) calendar days after the scheduled pick up date (including approved extensions of stay), the Pet shall be deemed to be abandoned, and in such event, Company shall gain legal custody and ownership of the Pet and retain the right to keep the Pet, or place the Pet with animal control, or place the Pet in a new home with a new owner, with no recourse by Owner against Company or Company Party. OWNER FULLY UNDERSTANDS AND AGREES THAT IF OWNER ABANDONS HIS OR HER DOG AT THE COMPANY FACILITY, OWNER MAY BE UNABLE TO RETRIEVE POSSESSION OF HIS OR HER PET AND WILL HAVE NO RECOURSE AGAINST ANY COMPANY PARTY.

OWNER HAS READ AND FULLY UNDERSTANDS THE TERMS OF THIS AGREEMENT, INCLUDING THE RELEASES, WAIVERS OF LIABILITY, ACCEPTANCE OF RISK AND IDEMITY PROVISIONS AND UNDERSTANDS THAT OWNER HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAS SIGN

ED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE AND INTENDS IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABLITY TO THE GREATEST EXTENT PERMITTED BY LAW. OWNER AGREES THAT IT IS INTENDED THAT ALL TERMS OF THIS AGREEMENT CONTROL DESPITE ANY PARTICULAR STATE OR LAW THAT WOULD OTHERWISE PROTECT OWNER OR HIS OR HER PET(S)

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

ACCEPTED AND AGREED TO BY:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PET PARENT SIGNATURE

PRINT NAME: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Date: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**