



Lucky Dog B&B Daycare & Boarding Pet Services Agreement

This Pet Services Agreement (the “**Agreement**”) is executed and delivered by “**Owner**” to “**Lucky Dog B&B**” regarding the “**Pet**” (as each of those terms are defined herein). In consideration of the boarding, daycare, and other services or goods (the “**Services**”) to be provided by Lucky Dog from time to time to or for Owner or Pet, Owner agrees as follows:

Right to Refuse to Provide Services. Notwithstanding any other provisions of this agreement, Lucky Dog may refuse to provide, or refuse to continue to provide, any services to or for Owner or Pet, at any time, for any reason for no reason, and its sole and absolute discretion.

Payment or Services.

1. Owner will pay in full all charges for all services provided to or for Owner or Pet by Lucky Dog, or provided by others at the request of Lucky Dog (collectively the “**Charges**”), not later than the end of each visit. Lucky Dog will also have the right to require that Owner provide a deposit or pay in advance for any Services.
2. If Owner fails to pick up the Pet on its scheduled checkout date, Lucky Dog may, at its option, continue to provide the Pet any or all of the Services and Owner will be obligated for the payment of those services at the then current rate of Lucky Dog.
3. Owner authorizes Lucky Dog to charge any credit card of Owner on file with Lucky Dog for any Charges not paid by the Owner when due.

Owner’s Warranties and Representations. Owner warrants and represents to Lucky Dog B&B that:

1. Owner is the sole owner of the Pet, free and clear of any claim, lien or encumbrance and has full power and authority to enter into this Agreement.
2. All information provided by Owner regarding the Pet is accurate and complete, and owner has fully disclosed to Lucky Dog any pre-existing illnesses, injuries and behavioral problems or conditions regarding the Pet.
3. The Pet has not been exposed to rabies, distemper, parvovirus, bordetella, influenza, upper respiratory infection or any other contagious disease within the 30 days immediately prior to each day at a Facility.
4. Each of Owner’s warranties and representations will be true and correct during all current and future visits by the Pet to any facility.

Vaccination Records Requirement. Owner agrees to provide written proof that the Pet is current on all required vaccinations, including, but not limited to, rabies, Bordetella, distemper, and parvovirus, prior to receiving any Services from Lucky Dog. Lucky Dog may, in its sole discretion, refuse to provide Services if such proof is not provided or if the Pet's vaccinations are not current.

Feeding and Medication. If Lucky Dog agrees to administer food or medications provided by Owner, Lucky Dog will make reasonable efforts to follow Owner's instructions. However, Lucky Dog will not be liable for any adverse reaction, missed dose, or other effect resulting from the administration or non-administration of food or medications.

Group Play and Social Interaction. If the Pet participates in group play or other social interactions while at a Facility, Owner acknowledges and accepts the inherent risks associated with such activities, including, without limitation, the risk of injury. Owner expressly consents to the Pet's participation in group play and understands that while Lucky Dog will make reasonable efforts to supervise such interactions, Lucky Dog shall not be responsible for any injury or incident that may occur.

Drop-Off and Pick-Up Policy. Owner agrees that all drop-offs and pick-ups of the Pet must occur during Lucky Dog's posted business hours. Lucky Dog reserves the right to charge additional fees for late pick-ups or early drop-offs, as outlined in the facility's then-current policies.

Cancellations and No-Shows. Lucky Dog reserves the right to charge a cancellation fee or no-show fee if a scheduled reservation is canceled without advance notice, or if Owner fails to show for a scheduled drop-off. Such notice must be provided in accordance with Lucky Dog's cancellation policy, as it may be amended from time to time.

Pet Health Services.

1. If Lucky Dog, and its sole and absolute discretion, determines that the Pet requires any veterinary medical treatment (including surgery or anesthesia), hospitalization, care or attention ("Veterinary Services") while in its care, Lucky Dog will be authorized to provide, or engage any veterinarian to provide, and to transport the Pet if necessary to obtain, such veterinarian services. Owner will pay all charges for such veterinarian services and transportation immediately upon the request of Lucky Dog, but in any event no later than the end of the Pet's visit. Owner also authorizes Lucky Dog to immediately charge any credit card of Owner on file with it for any charges for such veterinarian services and transportation.
2. If Lucky Dog determines that the Pet was brought to a facility infested with fleas, ticks or other parasites, Lucky Dog may provide to the pet any medication, bath or other necessary treatment and Owner will pay all charges regarding such medication, baths or treatment.

Emergency Situations. In the event of a storm, flood, natural disaster, or other emergency that affects Lucky Dog B&B's ability to fully and safely operate the Facility, Lucky Dog will make reasonable efforts to contact the Owner to retrieve their Pet. If:

- a) Lucky Dog contacts the Owner and the Owner fails to promptly retrieve the Pet,
- b) Lucky Dog attempts to contact the Owner but is unable to reach them, or
- c) Lucky Dog determines, in its sole and absolute discretion, that the nature of the emergency does not allow sufficient time to contact the Owner,

then Lucky Dog may, at its discretion, transport the Pet to another facility or location deemed safe. The Owner agrees to be responsible for any charges incurred as a result of emergency

transportation, boarding, veterinary care, or other services provided to the Pet during such an event.

Emergency Contact. Owner agrees to provide to Lucky Dog the name and contact information of at least one emergency contact who is authorized to make decisions regarding the care and retrieval of the Pet in the event Owner cannot be reached.

Abandoned Pets.

1. If Owner has not picked up Pet within five (5) days of its scheduled check out date, Lucky Dog may send to Owner a written notice, by regular United States Mail to the most current address of Owner on file with Lucky Dog, requiring that the Owner pick up the Pet from the Facility within five (5) days of the date of such notice and pay all outstanding Charges owed to Lucky Dog.
2. If Owner fails to pick up the Pet and pay all outstanding charges as required in the Notice, the Pet will be deemed to be an "Abandoned Pet", and Owner will, to the fullest extent permitted by applicable law, be deemed to have relinquished to Lucky Dog all ownership right or claim regarding the Pet.
3. Lucky Dog may, at its option, place an Abandoned Pet with any Humane Society, animal shelter or animal rescue group, or permit any person selected by Lucky Dog, in its sole discretion, to adopt the abandoned Pet.
4. To the extent permitted under applicable law, Lucky Dog will have a lien upon the Pet in the full amount of all outstanding charges.
5. Owner hereby waives any statutory right to notice or other rights of Owner regarding any Abandoned Pet provided under applicable law. Notwithstanding the foregoing, Lucky Dog may, at its option, exercise any rights and remedies regarding an Abandoned Pet providing under applicable law in addition to or in lieu of its rights and remedies under the Agreement.
6. No actions of Lucky Dog regarding any Abandoned Pet will relieve Owner of any liability for any outstanding charges owed to Lucky Dog regarding the Abandoned Pet.

Acknowledgement and assumption of risks. Owner acknowledges and understands that there are inherent and potential risks (collectively, "Risks") associated with (a) interactions between Pets (including during group play), (b) interactions between pets and humans, (c) pets being housed in a group or unfamiliar environment, and (d) other known and unknown and foreseeable and unforeseeable risks arising out of or related to the Pet's presence at a Facility or use of Services. Risks include:

- Exposure of the Pet to contagious diseases, viruses or infections, including Bordetella ("kennel cough"), canine influenza, respiratory viruses or infections, gastrointestinal conditions or skin conditions;
- Worsening of underlying health conditions due to the stress of boarding
- Exposure of the Pet to fleas, ticks, mites, roundworms, hookworms, tape worms, heartworms or other external or internal parasites
- Exposure of Pet to substances that may cause allergic reactions "Bloat" GDV or similar gastric events
- Heat exhaustion, heat stroke and other heat related illnesses

- Bites, abrasions, lacerations, sprains, fractures or other injuries
- Premises and equipment defects and conditions
- Risks associated with transporting the pet
- Property damage or loss, illness, physical or emotional injury, and death of or to the pet, Owner or any other pet or person; and
- Claims, demands, liability, damages, costs, expenses, attorneys fees and court costs arising from or related to any of the foregoing

Owner hereby knowingly and voluntarily assumes all Risks described above, whether such Risks are known or unknown, foreseeable or unforeseeable, or result from the negligence of Lucky Dog or any other person or entity.

Waiver and release of claims; Agreement not to sue. Owner knowingly and voluntarily waives and releases Lucky Dog B&B, its members, shareholders, managers, directors, officers, employees, invitees, agents, representatives, contractors, landlords, tenants, insurers, and the heirs, successors, and assigns of each (each a “Released Party” and collectively, the “Released Parties”) from any and all claims, demands, causes of action, lawsuits, damages, judgments, attorney’s fees, costs, liabilities, losses, or expenses (collectively, “Claims”), whether known or unknown, accrued or unaccrued, or caused in whole or in part by the negligence of any Released Party or otherwise.

This waiver includes, but is not limited to, Claims arising out of or related to:

- The Services provided by Lucky Dog,
- The Pet’s presence at any Facility or other location in connection with the Services,
- The care or disposition of any Abandoned Pet, and
- Any other act, omission, or occurrence involving a Released Party.

Owner further acknowledges and agrees that in no event shall any Released Party be liable for loss of profits or revenue, or for consequential, incidental, indirect, economic, special, punitive, or exemplary damages related to any Claims. Owner agrees not to bring any lawsuit or proceeding against a Released Party based on any such Claims and waives any right of their insurer to subrogation or recovery from Lucky Dog or any other Released Party related to payments made on their behalf.

Behavior and Actions of Pet; Indemnification

1. Owner will be solely responsible for all behavior and actions of the Pet while at any Facility or other location in connection with the Services or pursuant to this Agreement.
2. Owner agrees to indemnify, hold harmless, and, if requested by Lucky Dog, defend Lucky Dog and all other Released Parties from and against any and all Claims, whether known or unknown, accrued or unaccrued, or caused in whole or in part by the negligence of any Released Party or otherwise. This includes, but is not limited to, Claims for property damage or loss, illness, injury, or death of or to the Pet, any other pet, the Owner, or any other person or entity, arising out of or related to:

- a. the behavior and actions of the Pet while at any Facility or other location in connection with the Services or pursuant to this Agreement;
 - b. any injuries to the Pet, other pets, or persons, or damage to any Facility or other property, caused in whole or in part by the Pet;
 - c. any breach by Owner of any term or condition of this Agreement; or
 - d. the falsity of any representation or warranty made by Owner to Lucky Dog.
3. If the Pet bites or otherwise injures any person or pet while at any Facility or other location in connection with the Services or pursuant to this Agreement, Owner authorizes Lucky Dog to report such incident and to provide Owner's name and contact information to:
 - a. any appropriate authorities;
 - b. any veterinarian or medical provider treating the injured party or pet; or
 - c. the injured person or the Owner of the injured pet.

Arbitration; Waiver of Jury Trial

1. Any claim or dispute between Owner and Lucky Dog arising out of or related to this Agreement or its subject matter, which is not resolved through good faith negotiation, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted by a single arbitrator agreed upon by the parties. If the parties are unable to agree, each shall select an arbitrator, and those two arbitrators shall jointly select a neutral third arbitrator to conduct the arbitration. Unless prohibited by applicable law, the arbitration shall take place in Nashville, Tennessee. The written decision of the arbitrator shall be final, binding, and conclusive on the parties and shall serve as their exclusive remedy. The arbitrator may award reasonable attorneys' fees and costs to the prevailing party, and such amounts shall be included in the final award. Judgment on the arbitrator's award may be entered in any court having proper jurisdiction.
2. If, for any reason, the arbitration provisions above are determined to be unenforceable, Owner knowingly and voluntarily waives any right to a trial by jury regarding any dispute arising out of or related to this Agreement or its subject matter. Owner further consents to the exclusive jurisdiction of any state or federal court located in Nashville, Tennessee for any litigation or legal proceeding related to this Agreement.

Photographic and Video Release. Owner irrevocably grants to Lucky Dog its agents and licenses, and any press or news, agencies authorized by lucky dog, the right and license, without payment of any royalty or other compensation, to photograph, videotape or record, by any means and in any medium, the pet's image, likeness, sound and voice, and to publish, copyright, use or alter any images, likenesses or recordings of the pet (with or without the name of the pet or any fictitious name), for any commercial, educational, charitable or other lawful purposes, without any consent or approval of Owner.

Miscellaneous

1. This Agreement constitutes the entire agreement between Lucky Dog and Owner and supersedes any prior agreements between the parties regarding the subject matter herein.

Notwithstanding the foregoing, the rights and remedies in favor of Lucky Dog and the representations, warranties, and covenants of Owner under this Agreement are in addition to, and not in limitation of, those provided in any consents, authorizations, or agreements regarding veterinary or training services executed and delivered by Owner to Lucky Dog.

2. All terms and conditions of this Agreement shall bind and benefit Lucky Dog, Owner, any co-owner of the Pet, and the heirs, administrators, personal representatives, successors, and assigns of each.
3. This Agreement shall apply to all Services provided by Lucky Dog to the Pet at any Facility or other location on or after the date of this Agreement.
4. Owner agrees to pay all collection costs, including reasonable attorney's fees and court costs, for any unpaid Charges due to Lucky Dog.
5. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect to the fullest extent permitted by law or equity.
6. This Agreement shall be governed by the laws of the State of Tennessee, without regard to its conflict of law principles.
7. Execution and/or delivery of this Agreement by electronic signature, facsimile, email, or other electronic means shall constitute valid and binding execution. A signed copy of this Agreement, whether digital or physical, shall have the same legal effect as the original and shall be admissible in any judicial or administrative proceeding.

Definitions and Interpretation. For Purposes of this Agreement:

"Owner", "I", "Me", "My", "You", and "Your" mean and refer to, the Owner(s) named below, both individually and collectively.

"Lucky Dog B&B" & "Lucky Dog" means Lucky Dog B&B, Inc., a Tennessee Company, together with their respective past, present and future parents, subsidiaries and affiliates, both individually and collectively

"Pet" means, individually and collectively, each pet now or hereafter owned by Owner that receives any services from and after the date owner has executed this Agreement.

"Facility" means any pet boarding, daycare, grooming, or veterinary care facility, clinic or hospital, operated or managed by, or services sought by Lucky Dog.

"Including" or variations of that word shall be deemed to be followed by the words "without limitation"

"Or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or" Any headings used in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement.

BY SIGNING THIS AGREEMENT, YOU CONSENT TO YOUR PET BEING LEFT UNATTENDED AT A FACILITY AS PROVIDED ABOVE, AND SUCH CONSENT SHALL APPLY TO EACH PET LEFT BY YOU ANY FACILITY OF LUCKY DOG AT ANY TIME ON OR AFTER THE DATE YOU HAVE SIGNED THIS AGREEMENT.

I HAVE READ THIS AGREEMENT AND UNDERSTAND THAT IT INCLUDES ASSUMPTION OF RISK, WAIVER AND RELEASE OF CLAIMS, AGREEMENT NOT TO SUE AN INDEMNIFICATION PROVISIONS. I AM KNOWINGLY AND VOLUNTARILY ENTERING INTO THIS AGREEMENT.

Name (print)- Pet Owner

Name (signature) – Pet Owner

Date