

# **SERVICE AGREEMENT**

This Service Agreement (“Agreement”) is entered into by and between Paws on 4th, LLC (“PAWS”), located at 2502 Southwest 4th Ave, Ontario, OR 97914, and the undersigned pet owner (“Owner”).

**1. EFFECTIVE DATE.** This Agreement is effective as of the date the Owner signs below.

**2. SERVICES PROVIDED.**

a. Owner acknowledges that PAWS will provide the following Services. Boarding Services, defined as the non-permanent lodging in PAWS facility for the following types of animals:

- i. Dogs, all breeds; and
- ii. Cats, all breeds (“Boarding Services”).

b. Non-permanent lodging includes, but is not limited to, the following: ensuring that Owner’s pet is (i) securely sheltered, (ii) fed food that meets minimal daily nutritional requirements, and (iii) provided fresh potable water at least twice daily or more often as weather conditions warrant.

c. Boarding Services shall commence at the time Owner delivers and leaves Owner’s pet at PAWS and shall terminate at the time Owner picks up their pet from PAWS.

**3. SCHEDULING & PAYMENT.** Owner agrees to provide a valid credit card at the time the Owner schedules a Boarding Service and agrees to keep said valid credit card on file with PAWS at all times throughout the Boarding Service. Prior to dropping off the pet, the Owner agrees to authorize PAWS to charge the card on file as a security deposit in the amount of fifty percent (50%) of the total estimated cost. Upon termination of the Boarding Services provided to Owner’s pet, the remainder of the unpaid balance for services rendered by PAWS is due and owing, and Owner shall immediately remit full and final payment to PAWS.

**4. CANCELLATION.** In the event the Owner needs to cancel a scheduled Boarding Services reservation, Owner shall cancel said reservation no later than twenty-four (24) hours prior to the scheduled drop off date upon which the Boarding Services are scheduled to commence. Owner agrees that, subject to the provisions in Paragraph 3 of this Agreement, in the event of a cancellation less than twenty-four (24) hours

prior to the scheduled drop off date, the security payment shall not be returned to Owner and Owner shall have no right or interest in the security payment.

**5. ATTESTATION OF GOOD HEALTH.** Owner hereby states and declares, and further understands and agrees, that by admitting Owner's pet(s) into the care of PAWS, Owner's pet(s) is/are in good health, have all up-to-date vaccinations, do/does not show any signs or symptoms of illness, and that PAWS has relied on Owner's representation that Owner's pet(s) is/are in good health.

**6. PET INJURY/ILLNESS & CONSENT TO TREATMENT.**

- a. If, while in the care of PAWS, Owner's pet becomes ill or is injured or if the condition of Owner's pet's health otherwise requires professional attention during the time the Boarding Services are provided, Owner agrees that (i) PAWS, in its sole discretion, may engage a veterinarian or an emergency animal care facility for treatment and (ii) any and all expenses incurred in such circumstances shall be paid in full by the Owner.
- b. Owner authorizes PAWS, in its own judgment and discretion, to take any actions necessary for the health and well-being of Owner's pet(s). While PAWS will make an effort to notify Owner of a pet's illness or injury resulting in the need for veterinary or other emergency medical services, PAWS is not obligated to contact Owner or the emergency contact person on record prior to seeking such veterinary or other emergency services.

**7. CLEANING & PET HEALTH.**

- a. PAWS shall comply with state and local laws in all its efforts for cleaning and disinfecting its facilities and individual kennels. In spite of PAWS's efforts to keep its facilities clean and disinfected in accordance with state and local laws, Owner understands that the possibility of illness still exists and agrees not to hold PAWS, its owners, employees, or agents responsible for any illness or illnesses contracted by Owner's pet while in the care of PAWS or any subsequent medical/veterinary bills resulting from said illness or illnesses.
- b. Owner hereby acknowledges and understands that although Owner's pet(s) is/are current on their core vaccinations, THE RISK OF THE PET BECOMING ILL WHILE IN THE CARE OF PAWS STILL EXISTS. Owner

shall initial each of the following to confirm Owner's understanding of such risk:

\_\_\_\_\_ Canine Cough is unpreventable, due to the fact that it is an airborne virus, and there are over 100 strains of the virus.

\_\_\_\_\_ Leptospirosis is preventable if your pet is vaccinated. Leptospirosis is not a core required vaccination by Veterinarians, thus leaving many pets unprotected. Although this vaccination is not required, it is HIGHLY RECOMMENDED by Veterinarians. If Owner has any questions regarding this vaccine, Owner should contact a Veterinarian for more information.

**8. FORCE MAJEURE.** PAWS shall not be liable or responsible to Owner, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of PAWS including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown, or power outage., If the event in question continues for a continuous period in excess of 30 days, Owner shall be entitled to give notice in writing to PAWS to terminate this Agreement.

## **9. MISCELLANEOUS PROVISIONS.**

- a. PAWS highly recommends all pet(s) participate in some sort of flea and tick defense. If fleas or ticks are found on Owner's pet, a flea bath will be given at Owner's expense.
- b. Owner acknowledges that PAWS is not responsible for any harm Owner's pet(s) may have caused to itself, other pets or staff members throughout the duration the Boarding Services are provided.
- c. Owner acknowledges that they can bring pet(s)personal belongings. However PAWS is not responsible for any damage incurred to those personal belongings during the time Services are provided.

**10. LIMITATION OF LIABILITY; INDEMNIFICATION.**

- a. IN NO EVENT SHALL PAWS's AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING GROSS NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNT PAID TO PAWS FOR THE SERVICES PROVIDED HEREUNDER.
  
- b. Owner hereby releases, indemnifies, and holds harmless PAWS from any and all manner of damages, claims, losses, liabilities, costs or expenses, causes of action or suits, whatsoever in law or equity (including, without limitation, attorney's fees and related costs) arising out of or related to the Boarding Services contemplated under this Agreement and provided by PAWS, except which may arise from the sole gross negligence or intentional and willful misconduct of PAWS, including, without limitation: (i) any inaccuracy in any statement made by Owner to PAWS or information provided by Owner to PAWS; (ii) Owner's pet, including but not limited to destruction of property, dog bits and transmission of disease, and (iii) any action by Owner which is in breach of the terms and conditions of this Agreement.

**11. SEVERABILITY.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

IN WITNESS WHEREOF, the undersigned hereby acknowledges, accepts, and agrees to be bound by the Terms of this Agreement.

Owner Signature \_\_\_\_\_

Owner Name (printed) \_\_\_\_\_

Date: \_\_\_\_\_