

## BARKLANDIA Terms, Agreements, and Release of Liability

24 HOUR  
PET CARE



# BARKLANDIA

PLAYCARE • GROOMING • PET HOTEL

**Terms, Agreements, and Release of Liability:** In agreement for being allowed to use the services and facilities of Barklandia, I agree to the following terms, agreements, and release of liability described herein. Barklandia staff members, owners, agents, officers, volunteers, contractors, and any and all representatives of Barklandia are collectively referred to hereinafter as “Barklandia”. The signer or consumer of Barklandia services is hereinafter referred to as “Client”. The use of Barklandia’s services in any capacity by the Client signifies the acceptance of the terms described below, with or without the signed acceptance of the Client. All terms and conditions are subject to change without notice.

- (i) Client represents that he or she is the legal owner or an agent of the owner of the pet or pets listed on this document or assigned to the Client’s account, and that Client or agent has legal right to agree to consent to terms described herein.
- (ii) Client understands there are inherent and potential risks involved with interactions between humans and animals, as well as between animals themselves. Client understands that these interactions may result in property damage or bodily injury, including but not limited to, temporary or permanent disability, sickness or death of humans and pets. Client also understands there may be other risks not known to client or Barklandia, nor readily foreseeable at this time collectively known hereinafter as Risks and agrees to indemnify Barklandia from known and unknown Risks.
- (iii) Client understands and recognizes that pet(s) will be kept within the same facility as other pets, during his / her stay at Barklandia and that while Barklandia will take great care to ensure the safety of said pet(s), there are potential Risks involved when using Barklandia’s facility or services. Client fully accepts and assumes all Risks and responsibility for all Risks, including, without limitation, all losses, costs and damages incurred as a result of Client’s pet’s participation at Barklandia, including any veterinarian expenses incurred on behalf of or caused by Client’s pet. Client agrees to release and indemnify Barklandia from any and all liability, losses, or damage, to Client’s property or injury to pet or pets, including, but not limited to sickness, disease, infestation, and death, and that all incidents directly related to or indirectly related to actions or events of Barklandia, whether or not liability, loss, or damage is a result of unforeseen circumstances or negligence from Barklandia. Client also agrees

to release and indemnify Barklandia from any claim of loss, pursuit of legal action, attorney's fees, and any claim or judgment against Barklandia to the fullest extent allowable by Oregon Statutes now or anytime thereafter.

(iv) Client understands that pet(s) may only be dropped off or picked up during posted business hours and the latest a pet may be picked up from the facility is at the close of posted business hours, and that business hours are subject to change without notice. Pick up from boarding on days or times that Barklandia is closed can be done with prior arrangement between Client and Barklandia for a fee of \$30. Client agrees that failure to pick up pet(s) per the terms described herein may result in additional charges as determined by Barklandia, up to the addition of another overnight boarding fee per day.

(v) Client understands that Barklandia may terminate Client's pet's stay at any given time at its sole and absolute discretion, and if said pet's stay is terminated, Client will promptly pick up said pet, or otherwise send an agent to do so.

(vi) Client gives Barklandia permission to take pictures and / or videos of pet(s) during his / her stay, and any pictures / videos taken are the property of Barklandia and may be used in advertising and promotional materials.

(vii) Client understands and agrees that any charges or fees, including, but not limited to, payment for services or for damages or liabilities may be due at the time of service, billed to client for payment due upon receipt, and or charged to Client's credit card on file. Barklandia reserves the right to charge a \$15 late fee for any balance that is past due 72 hours after the time of the transaction.

(viii) Client understands that Boarding and Daycare fees are not refundable, except as described below:

(i) Daycare Passes: Daycare passes do not expire, are non-refundable, non-transferable, cannot be used for other services, have no cash value, and can only be used during normal daycare hours.

(ii) Pet Hotel Deposit & Refund Policy for non-holiday dates: 50% Deposit required within 2 weeks of arrival. Client will be given a full refund for cancellations within 48 hours of arrival date. After this period, funds will be applied as a credit to the owner's account for future use of services. The remaining balance will be charged at the time of check in.

(iii) Pet Hotel Deposit & Refund Policy for holiday dates: A 50% Deposit is required within 7 days of BOOKING pet hotel if any part of the stay includes a holiday. Client will be given a full refund for cancellations within 3 weeks of arrival. After this period, funds will be applied as a credit to the owner's account for future use on services. A 75% non-refundable deposit is required if Client books pet hotel services within 3 week of arrival that includes a Holiday date. Holiday dates are defined annually on the Pet Hotel section of Barklandia's webpage and are available via phone, email, and in store. The remaining balance will be charged at the time of check in.

(ix) For Pets staying overnight: Client is expected to provide Barklandia with a sufficient amount of food for the duration of his / her pet's stay. If Client does not provide sufficient food, Barklandia may purchase food of its own choosing, and Client agrees to pay an additional charge of \$ 5 per cup of food provided. Client also agrees to adhere to the following conditions:

**Monday - Friday:** Check in time is between 7:00 AM and 5:00 PM. Check out time is 1:00 PM on

Monday through Friday. Pick up after 1:00 PM will incur an Hourly Rate charge up to a Half Day Rate for pick up between 1:00 PM - 6:00 PM. An additional nightly rate charge will be added for any pet not picked up by 6:30 PM. Additional nightly rate charge will be based on the size of the available hotel suite. Any pet not picked up by 6:30PM will not be available for pick up until the following morning at 7:00 AM (9:00 AM on Saturdays). Additional charges for food will apply. Food will be selected by Barklandia.

**Saturday: Check in and check out time is from 9:00 AM - 2:00 PM on Saturday.** Check In and Check Out outside of these hours is possible with prior approval from management and will incur an additional fee of \$30. Check In and Check Out outside of these hours is not a guaranteed option and Barklandia reserves the right to decline requests outside of Saturday Check In and Check Out hours . An additional nightly rate charge will be added for any pet not picked up by 5:00 PM on Saturdays. Additional nightly rate charge will be based on the size of the available hotel suite. Any pet not picked up by 5:00 PM will not be available for pick up until the following morning between 10:00 AM - 12:00 PM. Additional charges for food will apply. Food will be selected by Barklandia. Any applicable Saturday Pick Up fees will also apply.

**Sunday: Check In and Check Out time on Sunday is between the hours of 10:00 AM - 12:00 PM.** There is no charge for check out during these hours. Check In and Check Out outside of these hours is possible with prior approval from management and will incur an additional fee of \$30. Check In and Check Out outside of these hours is not a guaranteed option and Barklandia reserves the right to decline requests outside of Sunday Check In and Check Out hours . Any pet not picked up by the above listed options will not be available for pick up until the following morning between 7:00 AM - 1:00 PM. Additional charges for food will apply. Food will be selected by Barklandia. Any applicable Sunday Pick Up fees will also apply.

**Late Arrival/Early Check Out:** Barklandia does not refund any portion of the overnight billing charges if Client decides to check in after the scheduled arrival date or check out the pet early before the scheduled departure time.

(x) Client understands that pets must be in good health to participate in Barklandia's Services and/or board at Barklandia's facility. Client understands that Barklandia cannot accept pets in poor or declining health.

(xi) Client understands and agrees to the following terms and conditions with regards to grooming services, and agrees to release and indemnify Barklandia from any financial cost or liability that may be incurred as a result of the use of Barklandia's services:

(i) Grooming equipment is sharp, and although extreme caution and care is used in all situations, possible unintentional and unforeseen accidents may occur including cuts, nicks, scratches, quicking of nails, etc.

(ii) The grooming process can expose hidden medical problems or aggravate a current one. This can occur during or after grooming.

(iii) Barklandia has the right to stop any grooming services if it is determined, at Barklandia's discretion, that the pet is exhibiting dangerous or aggressive behavior or if the pet is exhibiting symptoms of a medical condition. In the event that the pet is too stressed or becomes

dangerous to groom, the Client will be charged a grooming fee (for the work that was completed up until that point).

(iv) If the pet has any fleas they will be given a flea treatment at the Client's expense. Because Barklandia cannot verify the Client has eliminated fleas from all areas the pet associates with, Barklandia doesn't guarantee the removal of all fleas after a treatment. The Client may request additional treatment at their expense.

(vi) Barklandia may use a muzzle during the grooming process if it is determined, at Barklandia's discretion, that the use of a muzzle is needed for the safety of the pet and groomer.

(vii) Pets with severely matted coats require extra attention. Mats in a pet's coat grow tight, and can ultimately damage and tear the pet's skin, which provides a breeding ground for parasite infestations. The Client understands that mats can be very difficult to remove, and may require the pet to be shaved.

(viii) The Client understands that removing a heavily matted coat can cause nicks, cuts or abrasions due to skin growths trapped in the mats, and that matting can also trap moisture near the pet's skin allowing mold, fungus or bacteria to grow, producing skin irritations that existed prior to the grooming process and that the after-effects of mat removal procedures can include itchiness, skin redness, self-inflicted irritations or abrasions and failure of the hair to regrow.

(ix) No Show / Missed Appointments: The client understands however a minimum of 24 hours notice is required to avoid a cancelation fee of \$25 - 50 depending on the size, breed, and previous grooming price history.

(xii) Barklandia will have the right to obtain medical treatment for Client's pet, if, in its sole discretion, it appears that Client's pet may be ill, injured or exhibits any other behavior that would reasonably suggest that pet may need medical treatment. Client understands that reasonable efforts will be made to contact Client prior to seeking veterinary care, unless Barklandia deems the need for care urgent and critical. If it is determined that medical treatment is critical, but Barklandia is unable to contact Client or Client's emergency contacts, Barklandia and the veterinarian may rely on this section as consent to treat Client's pet. Client hereby grants the veterinarian and Barklandia the right to make medically necessary decisions for pet's treatment, and release the veterinarian and Barklandia from all liability for any cost incurred. If Client is unable to be reached but provided emergency contact is reached, Client hereby grants the emergency contact the right to make medically necessary decisions for the pet's treatment. Barklandia will first attempt to seek treatment from the veterinarian provided in the Pet Registration Form, but will have the right to seek veterinary treatment from an alternative veterinarian if:

- (i) The pet needs urgent care and another veterinarian is closer,
- (ii) Barklandia is unable to reach the Designated Veterinarian, or
- (iii) Barklandia is unable to transport the pet to Designated Veterinarian.

Client agrees that this release is binding on the Client and the Client's successors, heirs, legal representatives and agrees that any implementation of safety precautions by Barklandia will not waive Barklandia's right to be indemnified as provided hereunder, and such precautions will not alter this

release. Client understands this agreement to be a complete and unconditional release of all liability of Barklandia to the maximum extent permitted by law; and agrees that if any portion of this agreement is held to be invalid or unenforceable, the remainder of this agreement will remain in full force and effect. In the event of a dispute between the parties, the prevailing party shall be entitled to recover all costs and expenses incurred therein, including attorney's fees. This agreement contains the complete understanding of the parties with respect to the subject matter herein and supersedes all prior representations and understandings, whether oral or written. This agreement may only be modified in writing with a signature provided by both parties.

Owner/Agent Name:

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Signature:

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Date:

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Pet's First and Last Name:

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Pet's First and Last Name:

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Pet's First and Last Name:

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