

Agreement:

This is a contract between Downtown Pups LLC. (hereinafter referred to as "Facility") and the pet owner whose signature appears above (hereinafter referred to as "Owner").

- 1) The Owner certifies the accuracy of all information Owner has conveyed about Owner's pet to the Facility.
- 2) Owner specifically represents to the Facility that Owner's pet has not been exposed to rabies, distemper or any other contagious or communicable disease within a thirty day period prior to being left for daycare or grooming. Owner agrees to notify Facility of any exposure to any virus, infection or other transferable illness and will not bring pet to Facility until pet is symptom free for a reasonable period to be determined by pet's veterinarian or until written approval is obtained from a veterinarian. Owner further agrees not to bring pet to Facility if pet is exhibiting any signs of illness that may be harmful to other dogs in attendance, such as: vomiting, diarrhea, extreme lethargy, etc. without first obtaining approval from the Facility.
- 3) Owner represents to the Facility that all credit card information Owner has provided to the Facility is accurate. Owner further represents that all information Owner has provided to the Facility about Owner is accurate, and that Owner is over 21 years of age.
- 4) Owner specifically represents that he or she is the sole owner of the pet (which Owner is delivering to the Facility pursuant to this Contract), free and clear of all liens and encumbrances.
- 5) Owner agrees to pay at the rate for daycare and/or grooming in effect on the date Owner checks Owner's pet into the Facility as listed in the Facility.
- 6) Owner agrees that if Owner's pet becomes ill or if the state of the pet's health otherwise requires professional attention, the Facility, in its sole discretion may engage the services of a veterinarian or administer medicine or give other requisite attention to the pet and the expense thereof shall be paid by the Owner. Owner gives consent to the Facility to act in the Owner's behalf in obtaining emergency veterinary care at Owner's expense if deemed necessary by the Facility or any of its employees. Owner agrees to indemnify and holds the Facility and its employees harmless from said expenses.
- 7) Owner agrees to pay all charges for special services requested, all veterinary costs for pet during the time said pet is in the care of the Facility.
- 8) Owner agrees that the Facility may collect amounts owed by Owner due to Owner's failure to comply with the Facility's Cancellation Policy by charging such amounts to Owner's credit card (data concerning which Owner has supplied to the Facility). All other charges incurred by Owner shall be payable upon pick-up of Owner's pet, or when billed by Facility at address of Owner listed in the Contract. Owner further agrees that the Facility shall have the right to refuse to release Owner's pet to Owner until Owner has paid all charges due from Owner to the Facility.
- 9) Owner hereby grants the Facility a lien on Owner's pet for any and all unpaid charges resulting from boarding, daycare, or any other service provided by the Facility.
- 10) Owner assumes any and all expenses or liability for injuries that Owner's pet may inflict upon any human or other pet while in the Facility. Owner agrees to indemnify and holds the Facility and its employees harmless from any and all expenses and liability incurred as a result of injuries Owner's pet inflicts upon any human or other pet while in the Facility.
- 11) Owner hereby grants the Facility the right to take photographs of the Owner's pet while the facility is caring for Owner's pet, and to post or reproduce any and all photographs taken (as well as Owner's pet's name) on or in, without limitation, the Facility's web site, promotional materials and merchandise, without becoming liable to the Owner (or the Owner's pet) for any royalty payment of any kind.
OWNER HEREBY RELEASES COVENANTS NOT TO SUE, AND FOREVER DISCHARGES THE FACILITY OF AND FROM ANY AND ALL CLAIMS, DEMANDS, RIGHTS, AND CAUSES OF ACTION OF WHATEVER KIND AND NATURE INCLUDING, BUT NOT LIMITED TO, APPROPRIATION OF THE PICTURE OR NAME OF OWNER'S PET FOR COMMERCIAL ADVANTAGE, PUBLICATION OF FACTS PLACING THE OWNER AND/OR OWNER'S PET IN A FALSE LIGHT, AND PUBLIC DISCLOSURE OF PRIVATE FACTS ABOUT THE OWNER AND/OR OWNER'S PET, ARISING OUT OF OR RELATING TO ANY PHOTOGRAPHING OF OR USE OF PHOTOGRAPHS OF OWNER'S PET PURSUANT TO THE AUTHORITY OWNER HAS GRANTED THE FACILITY IN THE SENTENCE IMMEDIATELY PRECEDING THIS SENTENCE.
- 12) The Facility shall exercise reasonable care for the Owner's pet while Owner's pet is in the Facility's custody. The owner recognizes the potential risks involved with group play/dog daycare and grooming due to the unpredictable nature of dogs.
- 13) Facility reserves the right to change the level or type of daycare or remove the pet from group play, if in its sole discretion it is believed necessary to ensure the safety of the pet, other dogs, or its employees.
- 14) OWNER EXPRESSLY AGREES THAT FACILITY'S LIABILITY SHALL IN NO EVENT EXCEED THE CURRENT CHATTEL VALUE OF A PET OF THE SAME SPECIES AS THE PET DELIVERED BY OWNER TO THE FACILITY PURSUANT TO THIS CONTRACT.
- 15) This Contract contains the entire agreement between the parties. All terms and conditions of the Contract shall be binding on the heirs, administrators, personal representatives and assigns of the Owner and the Facility.
- 16) Any controversy or claim arising out of or relating to the Contract, or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this Contract shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall, as part of his/her award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party.

Signatures:

Pet Owner

Downtown Pups Employee / Agent

Sign: _____ Date: _____

Sign: _____ Date: _____

Print: _____

Print: _____