Pawsitively Zen, LLC ~ Services Agreement & Veterinarian Release

Pet Parent(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This is an agreement between Pawsitively Zen, LLC as well as its owners, agents, and staff (“Pawsitively Zen”), the animal owner (“Pet Parent”) and dog, cat, or other animal (“pet”). This agreement is meant to detail the parties; rights and responsibilities with regard to pet boarding (“bed & breakfast”), daycare, check-in/check-out, and specialty spa services such as grooming, baths, massage, therapies, walks, and administration of food, medication, and supplements.

1. **Requirements & Waiver.** Pet Parent is responsible for any harm caused by his or her pet while the pet is attending Pawsitively Zen, LLC. Shall pet injure another pet or human while at Pawsitively Zen, Pet Parent will be responsible for vet care, Emergency/Hospital costs, rehabilitation for humans and other pets, up to and including any loss in wages. Pet Parent shall indemnify and hold harmless Pawsitively Zen against any and all claims that may arise from the action of Pet Parent’s pet. Pet Parent’s pet must be in general good health, free of fleas and ticks, and attend an Evaluation appointment in order to participate in boarding and/or daycare.
2. **Exposure.** Pet Parent represents that to the Pet Parent’s knowledge, pet has not been exposed to any contagious diseases within a thirty-day (30) period prior to check-in. Pet Parent will notify Pawsitively Zen if pet has visited a Veterinarian Clinic or pet day care or boarding facility in the past fourteen (14) days.
3. **Service Responsibility & Fees.** Pet Parent agrees to pay for any and all services requested or necessary for the well-being of their pet; boarding, daycare, pet wash, transportation, specialty services, veterinary care, early check-in or late check-out, and any damage to facility by pet that may occur. This includes any necessary bathing and extra cleaning fees for excessively soiled rooms. Services must be paid for **at the time of the reservation or the time of check-in** by an approved method of payment (e.g. Venmo, Paypal, Zelle, CashApp, cash, check, or credit card)**.** Handling charges may apply for credit card payments. Pet Parent gives Pawsitively Zen permission to bill the Pet Parent with any unpaid charges, including any costs related to insufficient funds. Changes to pet’s reservations may result in a credit or refund due to Pet Parent, or amount owed to Pawsitively Zen.
4. **Early Check-in/Late Check-out.** Pet Parents requesting services outside of regular business hours for early check-in or late check-out may incur a fee. Daycare over eight hours and/or boarding over 24 hours will be billed at an hourly rate.
5. **Cancellation Policy.** Pet Parent understands that boarding reservation must be cancelled 48 hours in advance in order to avoid a “No Show, No Call” fee equivalent to one night of boarding for that reservation.
6. **Refunds.** Pet Parent understands that packages for Bed & Breakfast, Daycare, other services, and early check-in/late check-out charges are nonrefundable. Packages are not transferable unless to other pet siblings of the same Pet Parent.
7. **Personal Property.** Pet Parent understands that if their pet’s behavior results in any damage to facility, equipment, or another pet’s belongings, Pawsitively Zen is not liable and Pet Parent is responsible for the full cost of any repair or replacement. Pawsitively Zen is not liable for any lost, stolen, or damaged personal property belonging to the pet.
8. **Bed & Breakfast.** Pet Parent understands that during overnight boarding their pet will be enrolled in our Daycare program. Pet may have play time or sleep time with other pets during daycare and their overnight stay, unless previously arranged with Pawsitively Zen.
9. **Food & Treat Policy.** Pet Parent will provide dry food in a sealed bag or container (not needed for canned). Pet Parents may also pre-measure meals per day and place in a Ziploc bag or sealed container. Pet Parents who do not provide their own food will receive our choice of pet food and may incur a $5 per day fee. It is recommended that Pet Parents bring extra food, treats, supplements, and medications for their pet’s Daycare or Bed & Breakfast stay.
10. **Daycare.** Pet Parent understands that Pawsitively Zen is a pet resort facility where pets stay with and interact with other pets while under supervised care, unless prior arrangements are made for a private guest suite. Pet Parent accepts all risks associated with such interaction. Pet Parent understands that play time is at the sole discretion of Pawsitively Zen and pets may be separated from other pets or asked to leave for any reason.
11. **Fencing.** Pet Parent has viewed the fencing provided by Pawsitively Zen and acknowledges it will safely contain their pet.
12. **Veterinary Liability & Care** – In the event Pet Parent’s pet should become ill, appear to need veterinary attention, or pass away while in the care of Pawsitively Zen, Pawsitively Zen reserves the right to take any and all action necessary to secure the well-being of pet including any veterinary attention deemed appropriate. Either Pet Parent’s vet or the nearest veterinarian or emergency veterinarian clinic will be contacted should such need arise. Pet Parent agrees to reimburse Pawsitively Zen for any and all expenses incurred for the well-being of Pet Parent’s pet and to pay any associated bills for such care.

Vet Clinic: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Preferred Veterinarian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: (\_\_\_) \_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_ Zip: \_\_\_\_\_

1. **Off-property** – Pet Parent agrees that Pawsitively Zen, at its sole discretion, is authorized to leash walk and/or transport pet for the purpose of pick-up, drop-off, veterinary visits, ‘outings’, or otherwise, and when requested by Pet Parent.
2. **General Health** – Pawsitively Zen takes the health of its guests very seriously and reserves the right to refuse to accept a pet at check-in for any reason, including without limit, if it appears to us that the dog is sick, injured, in pain, or that its behavior could jeopardize the health or safety of other pet guests, pet parents, or our staff. Pet Parent acknowledges that pet is current on flea, tick, and heartworm preventatives, and as such will be provided by Pet Parent if pet is boarding for an extended period.
3. **Spayed/Neutered** – Pet Parent acknowledges that pet is spayed/neutered, unless Veterinarian refuses to perform said surgery and special situations are discussed with Pawsitively Zen management prior to arrival.
4. **Vaccinations** – Pet Parent is aware that all state required vaccinations for pet are current and up-to-date according to the law, with possible exception with veterinarian’s note. Pawsitively Zen requires current Rabies, Distemper, and Kennel Cough. Pet Parent is to provide Pawsitively Zen with documents confirming such vaccinations upon arrival and as vaccinations are updated.
5. **Kennel Cough.** Pet Parent is aware that by leaving pets at Pawsitively Zen or any other pet facility, there is a risk of contracting kennel cough, viruses, illness, or injuries. Although all pets may be vaccinated, no vaccine is 100% guaranteed. There are some strains of kennel cough not covered by the Bordetella vaccine. Bordetella vaccine is required or for a fee may be incurred if administered by Pawsitively Zen. Pet Parent understands they will be responsible for any and all medical bills incurred for illnesses or injuries during or after their pet’s stay.
6. **Medical Note** – Pet Parent understands that a Veterinary Doctor’s note is required in the event that a pet becomes ill with any infection considered contagious that can be potentially be detrimental to other pets and/or humans at Pawsitively Zen prior to returning to Pawsitively Zen’s pet resort.
7. **Illness** - Pet Parent is aware that there are certain health issues that can arise during and after boarding and daycare including but not limited to diarrhea, excessive salivation, raw pads, weight loss, and hoarseness from barking. Some pets may refuse water which can lead to dehydration. Pawsitively Zen monitors all pets and addresses situations to the best of our ability, notifying Pet Parent of any irregular behaviors or issues.
8. **Aggressive Pets.** Pet Parent is aware that no aggressive pets are allowed to participate in any service offered by Pawsitively Zen. In the event that pets exhibit aggressive behavior, pets will be separated and additional charges incurred by Pet Parent as necessary. Pawsitively Zen makes reasonable efforts to work with Pet Parents to address these unacceptable behaviors, and aggressive pets may be asked not to return to Pawsitively Zen. Such decisions are at the discretion of Pawsitively Zen.
9. **Abandoned Pets.** Pet Parent understands that pets may not be abandoned at Pawsitively Zen and in the event that a pet is not picked up at designated date and sufficient contact information is not provided as to instruction, notification, or plans to pick up pet, pet will be considered abandoned after 7 days beyond the original pickup date. Pet Parent understands that Pawsitively Zen will become the legal guardian of abandoned pet and determination will be made to rehome pet. Pet Parent fully understands and agrees that in the event that they abandon their pet at Pawsitively Zen, that they will not be able to retrieve possession of pet or pet belongings accompanying pet at check-in, and Pet Parent has no recourse against Pawsitively Zen.
10. **Re-evaluation Policy.** Pets may not be eligible to participate in any services and may need to complete a
re-evaluation if they do *not* participate in Boarding/Daycare for a period of six (6) or more months. This policy is in place for the safety & comfort of Pet Parent’s pets & all the pets for which Pawsitively Zen provides care.
11. **Duty to Disclose** – By signing this contract and leaving pet with Pawsitively Zen, Pet Parent certifies to the accuracy of all information given about pet. Pet Parent also agrees to disclose any and all medical, aggressive or harmful behaviors, or other conditions as that may limit or prevent pet from participating in services such as prone to seizures, skin issues, low sight or hearing, touch sensitivity, anxieties, biting, and others.

I, My heirs, and any other assigns, hereby release Pawsitively Zen, its agents, officers, subcontractors, employees, volunteers, pet parents, pets, and potential pets of Pawsitively Zen from any and all liabilities for injuries to myself, my pet, or any other property of mine which arise in any way out of services and or products provided by or as a consequence of my association with Pawsitively Zen. I acknowledge and understand that every pet reacts differently while boarding and animals, by nature, are unpredictable. Pets and animals may, without warning, bite or cause injuries to humans and other pets. I acknowledge and understand that there are certain risks involved in leaving my pet in a pet care environment, including but not limited to pet fights, pet bites to humans and other pets and the transmission of disease. With my signature below, I acknowledge and accept exclusive and sole responsibility and agree to pay for my pet’s medical expenses no matter the cause. I also authorize the release of said pet’s medical record from my veterinarian.

I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS SERVICE AGREEMENT AND UNDERSTAND THAT I FULLY RELEASE AND HOLD HARMLESS PAWSITIVELY ZEN FROM ANY CLAIMS, LITIGATION, ACTIONS, SUITS, DAMAGES, COSTS, ATTORNEY FEES, LOSSES OR INJURIES AS A RESULT OF SUCH CLAIM. I ACKNOWLEDGE DAYCARE AND BOARDING PARTICIPATION RISKS AND ACCEPT AND ASSUME ALL RISKS AND RESPONSIBILITIES ASSOCIATED WITH MY PETS PARTICIPATION IN ANY AND ALL SERVICES.

Pet Parent Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pet Parent Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Acknowledgement**

Pawsitively Zen Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Marketing Release**

I/We agree to allow Pawsitively Zen, its owners, employees, directors, and agents to use my/our pet’s images or likeness at any time in any media, marketing, advertising, illustration, trade or promotional materials. This includes photos, videos, website images, social media postings, and other marketing outlets.

Pet Parent Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pet Parent Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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