

# HIDDEN ACRES FARM

## PET BOARDING AND/OR DOG DAY CARE AGREEMENT FORM

THIS PET BOARDING AND/OR DOG DAY CARE AGREEMENT ("Agreement") is made and entered into as of the last date set forth below, by and between HIDDEN ACRES FARM (the "Company") and the undersigned Pet Parent set forth below ("Pet Parent").

**1. SERVICES; ENGAGEMENT.** Company provides dog boarding, dog daycare and training services. Pet Parent hereby engages Company to provide the services for his or her pet(s) (as set forth on the information sheet provided by Pet Parent) on the terms and conditions set forth in this Agreement and in any supplemental pet information or reservation forms provided in connection with this Agreement by Company.

**2. PET PARENT REPRESENTATIONS; DUTY TO DISCLOSE.** Pet Parent represents and warrants to Company that:

**a.** Pet Parent is the rightful owner or caretaker of the pet, and his or her signature below is sufficient to enter into this Agreement for and on behalf of any other owner or representative of the pet, and Pet Parent is executing this Agreement for the pet, himself or herself and his or her heirs, successors, representatives or assigns;

**b.** The pet is current on all required vaccinations and such other vaccinations as is required by Company. Pet Parent agrees to provide documents confirming such vaccinations as requested by Company, and shall provide proof of vaccinations for rabies, Bordetella and parvo prior to any entry at the Company facilities or evaluation made by Company;

**c.** Unless otherwise disclosed to Company, the pet is housebroken and the pet is not prone to chewing, scratching, digging or other destructive behavior;

**d.** The pet is free of fleas, ticks, worms and other insects and parasites;

**e.** The pet has no current illness or injury, except as has been disclosed to Company;

**f.** The pet has not bitten, or exhibited other aggressive behavior, towards any person or animal, except as has been previously disclosed to Company; and

**g.** Pet Parent has disclosed and shall continue to disclose on an on-going basis, any and all medical or other conditions, including but not limited to personality concerns or behaviors that may affect, limit or prevent the pet's ability to participate in play time or otherwise attend the Company's facilities.

**3. ACCEPTANCE OF RISK.** Unless Pet Parent has otherwise instructed to the contrary, Pet Parent acknowledges and agrees that his or her pet may encounter and be permitted to interact and play with other dogs and with Company staff members. Pet Parent acknowledges that when dogs play in groups that nicks, bites or scratches may occur, and Company may or may not notify Pet Parent immediately if the pet sustains any nicks, bites or scratches. Pet Parent further acknowledges that animals are unpredictable and that there is a possibility of injury or death to the pet or to another animal or person. Therefore, as consideration of the services rendered by Company, Pet Parent (A) hereby waives and releases Company, and its invitees, sponsors, members, managers, advertisers, owners, officers, directors, employees, volunteers, invitees, agents, lessors, and any parties owning, controlling or having any interest in the property where the Company facility is located, and all other representatives or agents of Company (collectively, "Company Parties") from any and all claims, actions, damages or liability for injury, sickness or illness suffered by his or her pet while in the care of Company or otherwise

relating to the care, control, health and/or safety of the pet arising from pick up, transport, drop off and/or stay at the Company facilities, except to the extent such illness or injury is the result of Company's gross negligence or intentional misconduct, and (B) agrees not to initiate any legal proceedings against Company or any Company Parties with respect to such released claims. "Sickness and illness" shall be defined to include any illness, including, without limitation, Bordetella (kennel cough) or any other form of contagious illness.

**4. INDEMNIFICATION; LIABILITY.** AS CONSIDERATION FOR THE SERVICES RENDERED BY COMPANY, PET PARENT WILL INDEMNIFY, DEFEND AND HOLD COMPANY AND COMPANY PARTIES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND VETERINARY COSTS AND EXPENSES) ARISING FROM OR RESULTING FROM ANY BREACH OF THE REPRESENTATIONS, WARRANTIES OR COVENANTS CONTAINED IN THIS AGREEMENT (INCLUDING ABANDONMENT OF THE PET AT THE COMPANY FACILITY), OR OTHERWISE RELATED TO ANY AND ALL ACTS OF BEHAVIOR OF THEIR PET(S), WHICH MAY INCLUDE, WITHOUT LIMITATION, INJURY OR DEATH TO A PET OR ANIMAL AT THE FACILITY OR INJURY OR DEATH TO A STAFF MEMBER OF COMPANY OR ANY OTHER MEMBER OF THE PUBLIC. IN NO EVENT WILL COMPANY OR ANY COMPANY PARTY BE HELD LIABLE FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THEIR POSSIBLE EXISTENCE.

**5. EVALUATION; PARTICIPATION.** Company may require an evaluation or assessment of Pet Parent's pet(s) prior to engaging in dog boarding or joining the dog day care program. Proof of current vaccinations, including rabies, Bordetella, and parvo are required prior to evaluation. Pet Parent understands that if a full evaluation day is requested, payment for this evaluation is due prior to the evaluation and there will be no refunds of this charge regardless of admission decision for Pet Parent's pet(s). Pet Parent is not permitted to attend this evaluation. After evaluation is complete, Company reserves all rights to refuse to provide pet care services for any reason in their sole and absolute discretion. Further, Pet Parent understands participation in play time is at the sole discretion of the Company, and the pets may be separated from other pets or asked to leave for any reason in Company's sole discretion.

**6. PAYMENT.** Pet Parent agrees to pay one half of all fees for boarding, day care services, veterinary services and grooming or other services owed on the day of drop off and Pet Parent agrees to pay the remaining balance on the day of pickup under this Agreement.

**7. VETERINARIAN LIABILITY AND CARE.** In the event that Pet Parent's pet should need veterinary services while in the care of the Company, Pet Parent request that the following conditions be adhered to **(provide initials):**

Save my pet regardless of the cost of any necessary treatment, medication, or surgical procedures.

Use any and all reasonable and customary treatments, medications, or surgical procedures necessary to treat my pet, not to exceed \$\_\_\_\_\_.

Pet Parent does not want my pet treated by a veterinarian under any circumstances, even in a life-threatening situation.

If a pet passes away at the Company's facility, it will be brought to its or the nearest veterinarian. PET PARENT AGREES THAT PET PARENT IS FULLY RESPONSIBLE FOR THE COST OF ANY SUCH MEDICAL TREATMENT, AND FOR THE COST OF ANY TRANSPORTATION FOR THE PURPOSES OF SUCH TREATMENT PROVIDED TO THE PET.

**8. PERSONAL PROPERTY.** Pet Parent agrees that no Company Party shall be responsible or liable for any lost, stolen or damaged personal property belonging either to Pet Parent or the pet. Pet Parent also understands and agrees that the pet's collar may be removed in the play area to prevent injury to any dog.

**9. PHOTOS AND VIDEO RELEASE.** Pet Parent agrees to allow Company to use his or her pet's name and any images or likeness of his or her pet taken while the pet is at the Company facility, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials.

**10. OTHER DOCUMENTATION.** The terms of this Agreement will govern any reservation form, pet information sheet, instructions from Pet Parent or other document relating to services to be provided by Company.

**11. GOVERNING LAW; VENUE.** This Agreement is governed by the laws of the State of Georgia, without regard to conflicts of law principles. Company and Pet Parent agree that all actions or proceedings arising directly, indirectly or otherwise in connection with, out of, or related to or from this Agreement shall be litigated only in courts located in Cherokee County, Georgia, and each of them hereby consents and submits to the nonexclusive jurisdiction of any local, state or federal court located within said county and state and waives any claim that any of said courts constitute an inconvenient forum.

**12. SEVERABILITY.** If any provision of this Agreement is determined to be unenforceable, such provision will be deemed severed and the remaining provisions of this Agreement will continue in full force and effect. Company will be deemed to have accepted this Agreement, without execution, upon the acceptance of a reservation or payment for services to be provided hereunder or the commencement of the services.

**13. ABANDONED PETS.** Pet Parent understands and agrees that if his or her pet is not picked up within seven (7) calendar days after the scheduled pick up date, the pet shall be deemed to be abandoned and additional boarding charges shall apply, and in such event, Company shall gain legal custody and ownership of the pet and retain the right to keep the pet, or place the pet in a shelter or with animal control, or place the pet in a new home with a new owner, with no recourse by Pet Parent against Company or any Company Party. **PET PARENT FULLY UNDERSTANDS AND AGREES THAT IF PET PARENT ABANDONS HIS OR HER PET AT THE COMPANY FACILITY, PET PARENT MAY BE UNABLE TO RETRIEVE POSSESSION OF HIS OR HER PET AND WILL HAVE NO RECOURSE AGAINST ANY COMPANY PARTY.**

PET PARENT HAS READ AND FULLY UNDERSTANDS THE TERMS OF THIS AGREEMENT, INCLUDING THE RELEASES, WAIVERS OF LIABILITY, ACCEPTANCE OF RISK AND INDEMNITY PROVISIONS AND UNDERSTANDS THAT PET PARENT HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAS SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE AND INTENDS IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW. PET PARENT AGREES THAT IT IS INTENDED THAT ALL TERMS OF THIS AGREEMENT CONTROL DESPITE ANY PARTICULAR STATUTE OR LAW THAT WOULD OTHERWISE PROTECT PET PARENT OR HIS OR HER DOG(S).

PET PARENT IS ADVISED TO SEEK LEGAL COUNSEL IF PET PARENT IS UNSURE OF THE EFFECTS OF THE FOREGOING AGREEMENT.

**ACCEPTED AND AGREED TO BY:**

**x**

**DATE:** \_\_\_\_\_

**PET PARENT SIGNATURE**