

***Creature's Comfort Pet Lodge II, LLC***  
***Boarding/Daycare***  
***Terms & Conditions***

THIS PET BOARDING AND/OR DAYCARE AGREEMENT ("Agreement") is made and entered into as of the last date accepted, by and between CREATURE'S COMFORT PET LODGE II, LLC, a Mississippi limited liability company (the "Company") and the undersigned Pet Owner set forth ("Pet Parent").

1. SERVICES: Company provides dog/cat boarding and dog daycare services. Pet Parent hereby consents that Company is to provide the services for his or her pet(s) based on the terms and conditions set forth in this Agreement as well as any supplemental pet information or reservation forms provided in connection with this Agreement.
2. DUTY TO DISCLOSE: Pet Parent warrants that:
  - A. Pet Parent is the rightful owner and/or caretaker of the pet, and his or her electronic signature is sufficient to enter into this Agreement for and on behalf of the owner. And that Pet Parent is executing this Agreement for the pet(s), himself or herself, his or her heirs, successors, or representatives assigned by the owner.
  - B. The pet(s) is up to date on all required vaccinations and such other vaccinations as is required by Company. Pet Parent agrees to provide documents confirming such vaccinations (administered by a licensed Veterinarian) as requested by Company, and shall provide proof of following vaccinations prior to any entry at the Company facilities;
    - a. Dogs – Rabies, Bordetella, Distemper/Parvo  
The Bordetella vaccine is NOT 100% effective. It is recommended that it be given to your dog at least two (2) weeks prior to pet(s) arrival date to increase efficacy. Company makes NO guarantees in regards to any vaccine, only that is in the best practice of safety for the pet(s).
    - b. Cats – Rabies, FVRCP  
Company makes NO guarantees in regards to any vaccine, only that is in the best practice of safety for the pet(s).
  - C. The pet(s) has not been exposed to any communicable animal disease within 30 days of check-in date.
  - D. The pet(s) is free of fleas, ticks, worms and other insects and/or parasites. Pet Parent acknowledges that their pet(s) may come in close proximity with another pet that may have fleas, ticks, worms, or other insects/parasites;
    - a. If evidence of external parasites is found on pet(s), they will be treated accordingly and any additional expense will be added to the invoice before checkout.
  - E. The pet(s) has no current illness or injury, except as disclosed by Pet Parent to Company.
  - F. The pet(s) has not bitten, or exhibited other aggressive behavior, towards any person or animal, except as has been previously disclosed by the Pet Parent to Company.
  - G. Pet Parent is required to disclose and shall continue to disclose on an on-going basis, any and all medical or other conditions, including but not limited to personality or behavioral concerns that may affect, limit or prevent the pet's ability to participate in play time or 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 other pets and be permitted to interact and play with Company staff members. Pet Parent acknowledges that nicks, bites or scratches could occur, and Company may or may not notify Pet Parent immediately of any superficial wounds sustained. Pet Parent further acknowledges that animals are unpredictable and that there is a possibility of injury or death to the pet, to another animal, or person. Therefore, as consideration for the services rendered by Company, Pet Parent:
  - A. Hereby waives and releases Company, its invitees, sponsors, members, managers, advertisers, owners, officers, directors, employees, volunteers, agents, lessors, representatives, and any parties owning, controlling or having any interest in the property where the Company facility is located (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 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.

- B. Agrees not to initiate any legal proceedings against Company or any Company Parties with respect to such claims. "Sickness and illness" shall be defined to include any form of contagious illness, including but not limited to Distemper/Parvo or Bordetella (kennel cough).
4. PAYMENT: Pet Parent accepts and agrees to payment terms and conditions set forth by Company and acknowledges Company has the right to change payment terms and conditions without prior notification as outlined in this agreement. Pet Parent is responsible for:
- A. Full payment for service at time of checkout
  - B. Pay the posted rate for boarding, as in effect at the date pet(s) are checked in
  - C. Pay all costs and charges for extra services requested such as walks, bathing, administering medications, etc.
  - D. Pet(s) checked OUT between 2 PM and 5 PM, Monday through Friday will be charged a \$20 late checkout fee
  - E. Pet(s) checked IN or OUT any time that is not within Company's normal posted business hours will be charged a \$25 fee
  - F. Pay a 25% deposit of the total boarding fees, before discounts, for the requested dates before Company will confirm the reservation;
    - a. Deposits will be applied to the corresponding invoice at time of checkout
    - b. Deposits for reservations during any of the following dates are NON-refundable:
      - 1. Memorial Day, including the Friday, Saturday and Sunday before
      - 2. July 1 – 5
      - 3. Labor Day, including the Friday, Saturday and Sunday before
      - 4. November 20 – 30
      - 5. December 18 – January 1
    - c. Deposits within 7 days before check-in date are NON-refundable
    - d. Deposits for reservations are refundable if cancelled more than 7 days prior to the check-in date and will be refunded to the original payment method or given as a credit to the Pet Parents account, whichever you choose at the time of cancellation. Credits on accounts are NON-refundable and must be used within 1 year from the date credit is added to account. Credits on accounts will be forfeited after 1 year from the date added to account.
  - G. Company accepts VISA, Mastercard, Discover, American Express credit or debit cards, and checks. A \$50 fee will be charged for any returned check
  - H. Pet Parent is solely responsible for any and all acts of said pet(s) while in the care of Company, and agrees to be financially responsible for any damage by pet(s). Reasonable cost for damages will be payable upon the checkout of pet(s)
5. 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.
6. 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.
7. 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.
8. EMERGENCY PROCEDURES: If your pet(s) fall sick or is injured during their stay, the Pet Parent or emergency contact will be contacted immediately, time permitting. If the situation is life threatening and time does not permit prior notification, Company will seek veterinary attention for your pet(s) and treatment accordingly. Every attempt will be made to use your personal veterinarian that Company has on file. However, if he/she is unavailable or it is otherwise impractical, Company's veterinarian or the Emergency Clinic will be used. All expenses will be kept as low as possible. All expenses are the sole responsibility of the Pet Parent and are to be paid promptly at time of check out. Company assumes that you want a veterinarian to use whatever means possible for the wellbeing of your pet(s), unless specified in writing through the Pet(s) Supplemental Information Agreement.

9. **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. In such an event, Company shall gain legal custody and ownership of the pet, thus gaining the right to keep the pet, place the pet in a shelter, relinquish the pet to animal control, 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 WILL BE RESPONSIBLE FOR ALL FEES INCURRED, AND MAY BE UNABLE TO RETRIEVE POSSESSION OF HIS OR HER PET AND WILL HAVE NO RECOURSE AGAINST ANY COMPANY PARTY.**
10. **INDEMNIFICATION:** AS CONSIDERATION FOR THE SERVICES RENDERED BY COMPANY, PET PARENT WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, COMPANY AND COMPANY PARTIES FROM 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). THIS MAY INCLUDE, WITHOUT LIMITATION OF;
- A. LOSS OF PET DUE TO ESCAPE FROM FACILITY
  - B. NOT EATING/LOSING WEIGHT
  - C. INJURY OR DEATH TO A PET OR ANIMAL AT THE FACILITY
  - D. 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
11. **ACTS OF GOD:** Pet Parent agrees to Hold Harmless and Indemnify Company against any and all costs, expenses, losses, liabilities and claims arising out of, resulting from or relating to Acts of God, such as but not limited to hurricane, fire, tornado, etc.
12. **RIGHT OF REFUSAL:** Company reserves the right to refuse admittance to any pet(s) that does not meet or maintain the health, temperament or other daycare/boarding standards. The determination shall be made at the sole discretion of Company
13. **FULL FORCE AND EFFECT:** Pet Parent further understands and expressly agrees that each and every of the foregoing provisions contained in this agreement shall be in force and effect and shall apply to each and every occasion on which Pet Parent's pet(s) stay with Company for daycare, boarding or other services, as the case may be. This agreement shall remain in full force and effect as between the parties until and unless otherwise cancelled or suspended by a writing signed by the parties

PET PARENT HAS READ AND FULLY UNDERSTANDS THE TERMS OF THIS AGREEMENT, INCLUDING THE RELEASES, WAIVERS OF LIABILITY, ACCEPTANCE OF RISK AND INDEMNITY PROVISIONS. PET PARENT HAS ACCEPTED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE AND INTENDS IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.

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Pet Parent Signature

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Date