



Lodging & Daycare Agreement

Pet Owner _____ Home Phone _____
Work Phone _____ Driver's License # _____
Address _____ City _____ Zip _____
E-Mail Address _____ Pet's Name _____
Color _____ Breed _____ Spayed/Neutered (circle one) DOB _____
Vet/Clinic _____
Interviewing For: Daycare Lodging Notes: _____

This agreement is entered into between Fit and Furry, Inc., dba Fit 'n' Furry, and Pet Owner ("Owner") related to the stay of Owner's pet (Name) _____ (the "Pet") as a lodging or daycare guest of Fit 'n' Furry.

1. By signing this Agreement and leaving your pet with Fit 'n' Furry, Owner certifies to the accuracy of all information provided to Fit 'n' Furry in writing or orally about their Pet. Fit 'n' Furry reserves the right to deny admittance to the Pet for any reason at any time.
2. Owner specifically represents that he or she has the legal right to enter into this contract on Pet's behalf.
3. Client agrees to pay any reasonable attorney fees incurred by Fit 'n' Furry to collect any charges incurred by owner.
4. Owner represents to the best of his or her knowledge that Pet has not been exposed to any contagious diseases within a 30 day period prior to check-in and that Pet has had all of its required immunizations, including: DHLPP, Rabies and Bordetella for a dog and FVRCP and Rabies for a cat. Owner represents that each time that Pet is brought to Fit 'n' Furry, Owner is recertifying that Pet will be in good health, will not have had any communicable illness of any kind for 30 days prior to check-in and that all vaccinations are current and will be maintained as such. If this is not true or Owner has reason to think otherwise then Owner will discuss such with Fit 'n' Furry. Owner has been informed that the employees of Fit 'n' Furry are not veterinarians, do not have backgrounds in animal medicine and are not expected to diagnose or detect illnesses in the pets that are staying at Fit 'n' Furry. In addition, Owner is aware that vaccines do not protect against all communicable illnesses that may affect a pet. **THUS OWNER HEREBY VOLUNTARILY ASSUMES ALL RISKS OF ILLNESS, DISEASE OR HARM THAT MAY BEFALL THEIR PET BY ALLOWING THEIR PET TO STAY AT FIT 'N' FURRY.** Also, Owner agrees that if any fleas or ticks are discovered on the Pet during check-in or at any time during the Pet's stay, Fit 'n' Furry will administer a flea bath to the Pet at Owner's expense at our posted rates and Fit 'n' Furry will

administer a spot flea and/or tick treatment to all pets checking into the center.

5. Fit 'n' Furry shall at all times exercise due diligence and reasonable care for any pet(s) delivered to its care. All pets shall be handled or cared for by our staff without liability on our part for loss or damage from disease, theft, fire, death, escape, injury or harm from any cause unless due to any proven gross negligence by our staff. It is expressly agreed that our liability for loss or damage to pet shall in no event exceed the lesser of the current value of a pet of the same breed or the sum of \$500.00 per animal.
6. Owner shall be solely responsible for any and all damages caused by acts or behavior of their Pet while in the care of Fit 'n' Furry, including costs of injury to staff or other animals or damage to our facilities. Owner also understands that Pet may be 'crated' in the event of property destruction for the prevention of further damages. Owner shall indemnify Fit 'n' Furry against any claims made against Fit 'n' Furry or its employees or agents by third parties, including owners of other pets in our care, for losses or damages of any kind suffered as a result of Owner's failure to inform Fit 'n' Furry of any pre-existing condition your Pet may have (such as known aggressive behavior) or which were otherwise caused by your pet
7. **For our lodging clients:** Owner agrees to pay the pet care service rate in effect on the date Pet is checked into Fit 'n' Furry and to pay for any additional services that have been provided if requested when Owner picks up Pet. Daily check-in time is 3-6 pm and check-out time is 9:30 -11:30 a.m. To hold any reservation Owner shall pay a \$50 deposit which shall be applied toward the lodging costs. Owner agrees that if Pet is a "no-show" to any reservation and Owner has failed to cancel such reservation such deposit shall be forfeited in full. If Owner cancels a "non peak", "non summer vacation" or "non-holiday" period reservation more than seventy (72) hours prior to the check-in time, or a "peak", "summer vacation" or "holiday" period reservation more than fourteen (14) days prior to the check-in time their deposit shall be returned to them unless they elect to have it held for their next reservation. If Owner cancels a "non peak", "non summer vacation" or "non-holiday" period reservation less than seventy (72) hours prior to the check-in time; or a "peak", "summer vacation" or "holiday" period reservation less than fourteen (14) days prior to the check-in time their deposit shall be retained by Fit 'n' Furry and applied to their next reservation. For purposes of this section 7, "peak, summer vacation or holiday period" means either a three day national holiday, the period from Memorial Day to Labor Day, Thanksgiving holiday and December 15 to January 5. It is our standard policy that in order to ensure that a reservation will be held for Pet and payment will be made in the event of non-payment or a no-show or late cancellation by Owner, that we require that you provide us with the account number, expiration date and security code of a current and valid credit card. We will not charge anything to such card except as set forth above.
8. **For our daycare clients:** Full day check-in is anytime after 6:30 am and check-out is by 6:30 pm; half day daycare check-in is either by 6:30 am and check-out by 12 pm, or check-in by 1 pm and check-out by 6:30 pm Monday through Friday; and check-in by 9 am and check-out by 3 pm on Saturdays, Sundays or Holidays. Owner agrees that their Pet will be picked up by the check-out times indicated in this section and their failure to do so will subject them to an after-hour pick-up fee of \$20.. All Pets not picked up by our closing time will be boarded that night at the rate of \$40 per night.
9. **For our after-hours clients:** Fit 'n' Furry closes at 6:30 pm Mondays through Fridays, 3 pm on Saturdays and Sundays and is closed on State and Federal Holidays. If you arrive between 6:30 and 7:00 pm on weekdays or 3:00 and 4:00 pm on weekends to pick up your pet you will be responsible for an additional \$20 charge in addition to the usual daily rate. If you wish to pick up you pet after 7:00 pm on weekdays or after 4:00 pm on weekends you must make arrange for this in advance and you will be charged an additional fee of \$75.00.
10. All charges incurred by Owner and not previously paid shall be payable upon pick-up or delivery of Pet, or when billed by Fit 'n' Furry at the address listed on this contract. In the event of a check returned for insufficient funds or the denial of a credit charge, the client agrees to pay all charges incurred by Fit 'n' Furry to collect this debt plus an additional \$25. Client may then be placed on a cash only account basis based on the decision of management.
11. Owner understands that Fit 'n' Furry conducts playgroups where dogs are allowed to interact and co-

mingle. In some cases where deemed necessary or appropriate squirt water bottles and/or citronella spray may be used for discipline or correctional purposes. In extreme cases dogs may be muzzled for their protection or the protection of other dogs or staff or for excessive barking. Owner agrees that pet may be removed from a playgroup at the discretion of Fit 'n' Furry and not permitted to interact further with other dogs during current or any subsequent stays. Owner further understands that when dogs play in groups that nicks and scratches may occur. Fit 'n' Furry shall endeavor to notify Owner as soon as possible if pet sustains serious injury.

12. Owner agrees that for promotional, advertising or other purposes your Pet(s) may be videotaped, photographed and/or recorded while they are attending Fit 'n' Furry. Fit 'n' Furry shall be the exclusive owner of all such tapings, photography and recordings with the worldwide rights of an unlimited number of times in perpetuity, to copyright, use and license such property to others in any manner. Owner further agrees that their pet(s) may be used in any and all media and in the promotion, advertising, publicizing and exploitation of Fit 'n' Furry at no cost to Fit 'n' Furry.
13. In the event that your Pet becomes ill or is deemed by us to need medical care we will attempt to contact Pet's current veterinarian, if any, as well as the emergency contact provided by Owner. If such an emergency does not allow the time to do so prior to the administration of care Owner authorizes Fit 'n' Furry to obtain medical attention for Pet from any qualified veterinarian we select and to transport Pet to and from such veterinarian when Fit 'n' Furry deems such medical care is important to Pet's health. Owner grants Fit 'n' Furry or its employees or agent's full power of decision making involving the medical treatment of Pet if Owner is not reachable and agrees to pay for all costs of such treatment. (See house rules on dollar limits and pain relief only). This applies to any claims for injuries or damages related to such medical care or transport. In the event of Pet's death the Owner's emergency contact will be notified immediately.
14. This Agreement contains the entire agreement between the parties. All terms and conditions of this Agreement shall be binding on the heirs, administrators, personal representatives and assignees of Owner and Fit 'n' Furry. Any dispute that arises concerning this Agreement or its terms, interpretation or enforcement shall first be mediated by the parties before an agreed upon mediator. In the event that such mediation fails to resolve such dispute it shall be submitted to binding arbitration pursuant to the provisions of California Code of Civil Procedure Section 1280 et seq. before an agree upon arbitrator in Sonoma County, California.
15. In the event that Pet is enrolled in a dog obedience or agility class, or a dog show while in the care of Fit 'n' Furry Owner will execute Attachment A.

Fit and Furry, Inc.

Owner

By: _____

Name: _____

Name: _____

Title: _____

Address: _____

Phone Number: _____

**Waiver, Assumption of Risk
And Agreement to Hold Harmless**

I understand that attendance of a dog obedience or agility class, or a dog show is not without risk to myself, members of my family or guests who may attend, or to my dog, because some of the dogs to which I/we will be exposed may be difficult to control and may be the cause of injury even when handled with the greatest of care.

I hereby waive and release Fit 'n' Furry and its employees, owners, and agents from any and all liability of any nature, resulting in injury or damage which I or my dog may suffer, including specifically, without limitation, any injury or damage resulting from the action of any dog. I expressly assume the risk of any such damage or injury while attending any training session or other function of the school, or while on the training grounds or the surrounding area thereof.

I hereby agree that if I or any member of my family or any other person accompanying me to any training session or function, should bring any claim against Fit 'n' Furry, it or a kennel or its owners, employees or agents, I shall be held completely responsible for the entire payment of all costs and debts of the defendants' defense, including attorney fees, filing fees, and court costs without limitation.

Date _____