

# SERVICE AGREEMENT

In consideration for your pet being permitted to use any Pappy's Pet Lodge services, you agree to all the policies and terms below, please read the agreement in its entirety. This agreement applies to each Pappy's Pet Lodge facility regardless of ownership as well as to Pappy's Pet Lodge Group and its affiliates, employees, volunteers, pet sitters, owners, agents, and representatives (all collectively referred to as "Pappy's"). I verify that I am the owner of my pet, free and clear of all liens and encumbrances. I understand for the safety of my pet and others, Pappy's recommends bringing my pet to a Pappy's facility on a leash or in a pet approved carrier wearing an identification tag bearing the pet's name and owner's current contact information.

# Duty to Disclose

I verify that I have informed Pappy's of any past, current or pre-existing pet medical conditions including, but not limited to, seizures, limps, arthritic/joint conditions, as well as any behavioral issues including, but not limited to, aggression towards pet(s) or humans. I understand that I must disclose such conditions on a continuing basis and that in the event of a material change to information I provided in the pet registration form, I will complete a new pet registration form within 7 days.

### Emergency Care

In case of emergency, when I am not present, I understand Pappy's will attempt to contact me. If contact is not made with me, I understand Pappy's will attempt to contact my emergency contact and in my absence, I grant and authorize my emergency contact and/or Pappy's permission to act as my agent to obtain care for my pet should it show signs/symptoms of illness, injury, or exhibits any other behavior that would suggest your pet may need medical treatment. I authorize my emergency contact and/or Pappy's, in their sole discretion, to engage the services of a veterinarian or emergency clinic, administer medicine or give other requisite attention to my pet and any veterinarian treating my pet may rely on this section as your consent to treat your pet. I further understand that I will be solely responsible for all expenses associated with the emergency care of my pet including but not limited to transport fees, veterinarian fees, medications, and legal/collection fees and shall pay all charges upon pick up of my pet. I understand that if I request that Pappy's transport my pet to a specific veterinarian the transport fee is \$75. If Pappy's transports my pet to the closest veterinarian in Pappy's sole discretion, the fee is \$25.

## Medical Information and Vaccinations

All dogs entering a Pappy's facility must receive the Bordetella vaccination once every 6 months unless given orally and must be administered a minimum of 72 hours prior to entering any Pappy's facility. In addition, all pets must be free of fleas and ticks. I understand any pet that enter a Pappy's facility with fleas or ticks will automatically receive a flea/tick bath and/or Capstar pill in Pappy's sole discretion and I will be responsible for all charges for such treatment. I agree to provide veterinary and immunization records upon Pappy's request and I hereby grant Pappy's permission to obtain veterinary records from my veterinarian if Pappy's is unable to obtain such records from me. By signing below, I expressly authorize my veterinarian to release health and treatment information and immunization records to Pappy's upon request. I understand I may revoke this authorization by providing notice to Pappy's and my veterinarian. I understand that for the health and safety of all pets at Pappy's, if my pet is experiencing health concerns or if I have not provide all required vaccination records, my pet may be turned away for any service in Pappy's sole discretion.

#### Fees

I understand Pappy's rates for services and agree that upon completion of services and at pick-up of my pet, I will present payment for all charges, including, but not limited to, invoices from third parties (i.e. veterinarian, emergency clinic) and or any other expenses Pappy's deems necessary for the proper care of my pet while under Pappy's supervision (i.e. flea/tick treatment, baths related to potty accidents). I understand that lodging charges are calculated per night regardless of check in time. Check outs before 12pm will not be charged lodging for that day, check outs after 12pm will be charged for ½ day of lodging. I understand that Pappy's provides a 10-minute check out grace period after closing and if I arrive after the 10-minute grace period, I will be charged \$1 for each additional minute I am late. I understand I may pay a nonrefundable fee for a preset check in or check out time and that I will be charged a \$100 repensing fee if Pappy's must open the facility after hours to check out your pet. I give my express permission for Pappy's to charge any credit card I provide for unpaid services or products upon the date services were to have been completed including any collection costs and the cost of any returned or challenged check, credit, or debit charges. I understand that Pappy's may retain my pet until all charges are paid in full.

#### Photo and Video Release

I do hereby consent and agree that Pappy's, its employees, or agents have the right to take photographs, videotape, or digital recordings of me and/or my pet to use these in any form and in all media, now or hereafter known, at any time including, but not limited to, use for commercial and promotional purposes. I waive any rights, claims, or interest I may have to control the use of my/my pet's identity or likeness in whatever media is used and understand that there will be no financial or other remuneration for such use.

#### Aggressive Dogs

Pappy's goal is to create a positive experience for every pet and owner. I understand that for safety reasons, Pappy's cannot provide services to me/my pet if my pet is aggressive. I understand that my pet may be separated from other animals and/or asked not to return if it exhibits aggressive or other unacceptable behavior in Pappy's sole discretion. Pappy's appreciates your cooperation and understanding.

#### **Training**

I hereby consent to the use of my pet for staff training and pet training while my pet is in Pappy's care. I understand that if I have paid for training services, the trainer will make every reasonable effort to ensure that training and behavior modification goals are met. However, I further understand that Pappy's makes no guarantees regarding my pet's behavior or performance resulting from training services. I agreed that refunds for training services will only be given if training services are cancelled prior to commencement of training classes.

## Abandoned Pets

If pet is not checked out by the close of business and the Pappy's facility does not have lodging available, I understand that my pet will be transferred to another Pappy's facility or taken home with an authorized pet sitter and will be charged \$100 per night until my pet is checked out of Pappy's care. I expressly assume all risks of transportation of my pet. I further understand that if I leave my pet at a Pappy's facility without any contact with or notification to Pappy's regarding check out, my pet will be deemed abandoned at 7pm on the seventh (7<sup>th</sup>) day after my scheduled check out date. If your pet is abandoned at a Pappy's facility, Pappy's will become its legal owner and guardian and Pappy's will determine in its sole discretion whether to rehome your pet or relinquish your pet to a shelter or rescue of Pappy's choice. I FULLY UNDERSTAND AND AGREE THAT IF I ABANDON MY PET AT A PAPPY'S FACILITY, I MAY BE UNABLE TO RETRIEVE POSSESSION OF MY PET AND WILL HAVE NO RECOURSE AGAINST PAPPY'S. I HEREBY WAIVE ANY STATUORY OR OTHER LEGAL RIGHTS TO THE CONTRARY.

#### Acceptance of Risk

I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED IN INTERACTIONS BETWEEN HUMANS AND DOGS AND BETWEEN DOGS AND OTHER ANIMALS WHICH MAY RESULT IN PROPERTY DAMAGE OR BODILY INJURY, INCLUDING BUT NOT LIMITED TO, PERMANENT DISABILITY, SICKNESS, OR DEATH TO HUMANS OR DOGS AND THAT THERE MAY BE OTHER UNKNOWN RISKS NOT READILY FORSEEABLE AT THIS TIME (COLLECTIVELY, "RISKS"). "SICKNESS" INCLUDES ANY ILLNESS OR HEALTH CONDITION. I ACCEPT AND ASSUME ALL RISKS AND RESPONSIBILITY FOR ALL RISKS, INCLUDING WITHOUT LIMITATION, ALL LOSSES, COSTS AND DAMAGES INCURRED AS A RESULT OF ANY SERVICES PROVIDED TO ME/MY PET BY PAPPY'S. I UNDERSTAND I AM SOLELY RESPONSIBLE FOR ALL ACTS AND BEHAVIOR OF MY PET AND COSTS INCURRED AS A RESULT, INCLUDING BUT NOT LIMITED TO DESTRUCTION OF PROPERTY, HARM TO HUMANS OR OTHER ANIMALS, DIGGING, OR ANY ACTS OF ESCAPE. IF PAPPY'S DETERMINES IN ITS SOLE DISCRETION THAT MY PET CAUSED INJURY OR DEATH TO A HUMAN OR OTHER ANIMAL WHILE IN PAPPY'S CARE, I WILL BE FULLY RESPONSIBLE FOR ALL COSTS RELATED TO ANY MEDICAL TREATMENT FOR THE INJURED PARTY(IES), INCLUDING WITHOUT LIMITATION, THE COST OF ANY TRANSPORTATION FOR THE PURPOSE OF SUCH TREATMENT. I AGREE THAT PAPPY'S MAY RELEASE MY NAME AND PHONE NUMBER TO THE INJURED PARTY'S OWNER TO ARRANGE FOR PAYMENT OF SAME. I FURTHER UNDERSTAND THAT PAPPY'S IS NOT RESPONSIBLE FOR ANY LOST, STOLEN, OR DAMAGED PERSONAL PROPERTY BELONGING TO ME OR MY PET.

## Waiver and Indemnification

I HEREBY EXPRESSLY AND FOREVER WAIVE, DISCHARGE, RELEASE FROM LIABILITY, HOLD HARMLESS, AND INDEMNIFY PAPPY'S, ITS INVITEES, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, VOLUNTEERS, AGENTS, REPRESENTATIVES, LESSORS, AND ALL OTHERS HAVING AN INTEREST IN ANY PAPPY'S PARTY (COLLECTIVELY, THE "RELEASEES") FROM AND AGAINST ANY INJURY, LOSS, LIABILITY, CLAIMS, LITIGATION, ACTIONS, DISPUTES, DAMAGES, ATTORNEY FEES, EXPENSES, OR DEMANDS OF ANY AND EVERY CHARACTER ON ACCOUNT OF, ARISING OUT OF, RESULTING FROM, OR RELATING IN ANY WAY TO (I) ANY ACT OR OMISSION OF THE RELEASEES; (II) YOUR PET'S ATTENDANCE AT ANY PAPPY'S FACILITY OR RECEIPT OF ANY SERVICES PROVIDED BY PAPPY'S; (III) ANY INJURY, ILLNESS, LOSS, OR DEATH TO YOUR PET; OR (IV) ANY INJURY, ILLNESS, LOSS, OR DEATH CAUSED BY YOUR PET AS DETERMINED BY PAPPY'S IN ITS SOLE DISCRETION. I FURTHER AND FOREVER RELEASE PAPPY'S FROM ANY DUTY TO PROTECT YOU OR YOUR PET FROM INJURY OF ANY KIND AND THAT ANY IMPLEMENTATION OF SAFETY PRECAUTIONS BY PAPPY'S WILL NOT WAIVE PAPPY'S IS BINDING ON ME AND MY SUCCESSORS, HEIRS, LEGAL REPRESENTATIVES, AND ASSIGNS. I FURTHER AGREE THAT THIS CONSTITUTES A COMPLETE AND WICONDITIONAL RELEASE OF ALL LIABILITY OF PAPPY'S TO THE GREATEST EXTENT PERMITTED BY LAW AND THAT IF ANY PORTION OF THIS AGREEMENT IS HELD INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT WILL FORCE AND EFFECT.