

AGREEMENT FORM FOR BOARDING & DAYCARE



Lakeside Pet Retreat LLC

1380 South Beaver Lake Road Wasilla, Alaska 99623
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This is an agreement between the Lakeside Pet Retreat LLC. and the Pet Owner (hereinafter called "Owner") whose name and signature appears below. The following are the terms of service for the stay of the Owner's Pet as a guest of the Lakeside Pet Retreat LLC.

- 1. ACCURACY:** By execution of this Agreement and leaving the Pet with Lakeside Pet Retreat LLC., the Owner certifies that all information provided to the Lakeside Pet Retreat LLC., either written or oral, is accurate. The Owner represents that they are the sole owner of the Pet, free and clear of all liens and encumbrances.
- 2. COMPLIANCE:** The Owner has read and agrees to the published House Rules of the Lakeside Pet Retreat LLC. which may be revised from time to time, with or without notice. In the event of a discrepancy, this Agreement shall supersede the contents of the House Rules.
- 3. DISCLOSURE:** The Owner agrees to disclose to the Lakeside Pet Retreat LLC. all known medical conditions and/or behavior problems. The Owner specifically represents to the Lakeside Pet Retreat LLC. that the Pet is healthy, meets the Lakeside Pet Retreat LLC. published vaccination standards and has not been exposed to any known communicable disease within thirty days immediately prior to check-in. The Owner represents that each time the Pet is brought to the Lakeside Pet Retreat LLC., the Owner is recertifying the Pet is in good health and has not had any communicable illness of any kind thirty days prior to check in. The Owner further agrees to inform the Lakeside Pet Retreat LLC. of any changes in Pet's condition and/or behavior prior to subsequent check ins. In addition, the 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, the Lakeside Pet Retreat LLC. will administer a flea bath at the Owner's expense. The Lakeside Pet Retreat LLC. reserves the right to refuse service to any Pet for any reason, at any time, including, but not limited to: Pets lacking proof of vaccinations, Pets displaying signs of potentially contagious conditions and/or Pets exhibiting aggressive behavior.

- 4. MEDICAL ATTENTION:** In an emergency, the Lakeside Pet Retreat LLC. will attempt to contact the Owner, the Pet's personal veterinarian as well as the emergency contact provided by the Owner. However, such an emergency might not provide the time to do so prior to the administration of care. The Owner authorizes the Lakeside Pet Retreat LLC. to obtain medical attention for the Pet from any qualified veterinarian and to transport the Pet to and from that veterinarian when the Lakeside Pet Retreat LLC. deems such medical care is important to the Pet's health. The Owner grants the Lakeside Pet Retreat LLC. or its employees or agent's full power of decision making involving the medical treatment of the Pet and agrees to pay all costs less any costs covered under the Lakeside Pet Retreat LLC's Pet Health Guarantee. This applies to any claims for injuries or damages related to such medical care or transport.
- 5. PAYMENT:** The Owner agrees to pay the applicable service rates in effect on the date the Pet is checked into the Lakeside Pet Retreat LLC. and to pay for any additional services requested. The Owner agrees to pay replacement costs for any and all damages to the facilities caused by their Pet. The Owner agrees that the Pet shall not leave the facility until all such charges due are paid by the Owner. The Lakeside Pet Retreat LLC. shall have, and is hereby granted a lien on the Pet for any and all unpaid charges. The Lakeside Pet Retreat LLC. may exercise its lien rights within ten days after written notice has been given to the Owner via certified mail.
- 6. ABANDONMENT:** If the Owner's Pet is not picked up within 48 hours after the date the Pet is scheduled for pick-up, the Owner understands that Pet shall be deemed to be abandoned and the Lakeside Pet Retreat LLC. has the right to place the Pet with a new owner or turned over to MSB animal shelter as provided for under Alaska Statutes. The Owner understands that Pet abandonment may be a criminal or civil violation of the statutes of the State of Alaska. The Owner shall remain liable for all fees due and, in addition, agrees to pay any and all costs in the prosecution of these statutes. The Owner is to be notified of such action by receipted mail as specified in said statute, and no further notice shall be deemed necessary.
- 7. LIABILITY:** The Lakeside Pet Retreat LLC. agrees to exercise reasonable care for the Pet. The Owner releases the Lakeside Pet Retreat LLC. from any claims made against the Lakeside Pet Retreat LLC., employees, members and agents for any injury or illness of the Pet.

The Owner agrees that Owner shall be solely responsible for any and all acts and behavior of the Owner's Pet while in the care of the Lakeside Pet Retreat LLC. including payment of costs for injury to staff or other animals or damages to facilities caused by their Pet. Further, the Owner indemnifies the Lakeside Pet Retreat LLC. as a result of Owner's failure to inform the Lakeside Pet Retreat LLC. of any pre-existing condition the Pet may have or which was otherwise caused by the

Pet. If the Pet is transported to or from the Lakeside Pet Retreat LLC. by its staff, the Owner holds the Lakeside Pet Retreat LLC. harmless in the event of injury or accident during transportation. It is agreed by the Owner and the Lakeside Pet Retreat LLC., that the Lakeside Pet Retreat LLC's liability shall in no event exceed the lesser of the current chattel value of the Pet of the same breed or the sum of \$200 per Pet.

- 1. ASSUMPTION OF RISKS: The Owner understands that the Lakeside Pet Retreat LLC. utilizes playgroups where Pets interact and mingle. The Owner agrees that the Pet may be removed from a playgroup at the Lakeside Pet Retreat LLC's discretion and may not be permitted to interact further with other Pets during current or subsequent stays. The Owner understands that when Pets play in groups that nicks and scratches may occur. The staff may or may not notify Owner immediately if the Pet sustains such nicks or scratches. Further, the Owner acknowledges and is aware that the employees of Lakeside Pet Retreat LLC. are not veterinarians and do not have backgrounds in animal medicine and are not expected to diagnose or detect illnesses in the Pets that are staying at the Lakeside Pet Retreat LLC. In addition, the Owner acknowledges and is aware that vaccines do not protect against all communicable illnesses that may afflict a Pet. The Owner acknowledges and agrees that they are assuming all risk of illness, disease, harm or otherwise, to their Pet by allowing their Pet to stay at the Lakeside Pet Retreat LLC.**

- 2. MULTIPLE PET FAMILY MEMBERS: If the Owner requests to board the Pet with other family Pet members together in the same suite, the Owner acknowledges and understands that actions of Pets may be unpredictable and such an arrangement may significantly increase the chance of injury, aggression and altercations regardless of the amount of supervision. In such cases, the Owner understands that the Pets must be separated and any applicable multiple family discounts may no longer apply. The Owner hereby holds the Lakeside Pet Retreat LLC. harmless from any such claim or action as a result.**

10. ENTIRE UNDERSTANDING: 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 the Owner and Lakeside Pet Retreat LLC. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to the Agreement, shall be settled in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any Court having jurisdiction thereof. The arbitrator shall as part of the award, determine an award to the prevailing Party of the cost of such arbitration and reasonable attorney's fees of the prevailing party. The arbitrator shall apply Alaska law to the merits of any dispute or claim, without reference to conflicts of law rules. The Parties hereby consent to the personal jurisdiction for the state and federal courts located in Alaska and agree that such courts shall have the sole and exclusive jurisdiction for any action or proceeding arising from or relating to this Agreement or relating to

any arbitration in which the Parties are participants. The Parties have read and understand this clause, which discusses arbitration. The Parties understand that by signing this Agreement that they will submit any claims arising out of, relating to or in connection with this Agreement or the interpretation, validity, construction, performance, breach, or termination thereof, to binding arbitrations and that this arbitration clause constitutes a waiver of the Party's right to a jury trial and relates to the resolution of all disputes relating to all aspects for the relationship between the Parties.

SIGNATURES

Owner's Printed Name:

Owner's Address:

Owner's
Signature:

Date: _____