

Stay and Services Agreement

This is an Agreement between Uppity Pup and _____ (hereinafter called "Owner").

Following are the terms of service for the stay of _____ (the "Pet") as a reservation or day care guest of Uppity Pup:

Reservations: Reservations will be accepted, but not guaranteed without verification by Owner/Guardian of its requirements including proof of current vaccinations for Pet. A reservation will only be booked with a valid credit card of Owner.

Cancellations: If Owner needs to cancel a reservation, please do so as promptly as possible prior to the arrival date. Owner understands, acknowledges and agrees to the following cancellation procedures and policies:

Reservations must be canceled three days prior to arrival. Cancellation of reservations within the three day period prior to arrival, or a no-show reservation will automatically result in a one night charge at the booked room rate. Owner understands a reservation made within the three day period prior to the arrival date, which is then canceled, or there is a no-show, will be charged to the Owner as one night at the booked room rate.

Payment for Services: Owner agrees to pay for pet care services at the time the Pet is picked up. Charges begin on the day the Owner leaves Pet at Uppity Pup. In the event that you do not pay your bill in full at the time of check-out, Uppity Pup will return Pet to Owner, however, Owner understands and hereby acknowledges and agrees that Owner will remain liable for all charges incurred during Pet's stay and Uppity Pup reserves the right to collect any unpaid balance. All unpaid balances will accrue interest at the annual rate allowed pursuant to California law.

Pet Health & Safety: Pet is healthy and meets Uppity Pup's published health and vaccination standards, as demonstrated to Uppity Pup pursuant to confirmation from a licensed veterinarian that all required vaccinations meet Uppity Pup's requirements. Owner understand that uppity Pup is prepared to care for Pets and administer routine medications for chronic conditions disclosed in writing to Uppity Pup, but are not equipped to care for acutely sick or aggressive Pets.

- To the best of Owner's knowledge, the Pet has not, within the thirty (30) day period prior to the date of service, been exposed to rabies, distemper, or any contagious illnesses or communicable diseases.
- Unless Owner otherwise notifies Uppity Pup in writing, Owner hereby affirms that any Pet is spayed or neutered.
- Pet does not have any behavior problems such as aggressive behavior or biting, and has not harmed or shown aggression towards and person(s) or other animal(s) that has not been disclosed to Uppity Pup.
- Owner agrees that if any fleas or ticks are discovered on Pet during check-in or at any time during Pet's stay, Owner authorizes Uppity Pup to administer a flea bath or other removal of such fleas and/or ticks from Pet at Owner's additional expense.
- Owner further represents and warrants to Uppity Pup that each time its Pet is brought to Uppity Pup for services, Owner will be recertifying to the above, including without limitation that Pet is in good health, meets Uppity Pup's vaccination standards and has not had an adverse change in signs of aggression.

Contact with Other Pets: Owner understands that while Pet is staying at Uppity Pup, Pet may come into contact with other pets depending on services requested. For example, Uppity Pup conducts playgroups where dogs interact and co-mingle with other pets. Owner understands that squirt water bottles may be used to correct Pet. In extreme cases, dogs may be muzzled for their protection or the protection of other dogs or staff, and citronella spray may be used in extreme events when a Pen must be re-directed. Owner agrees that Pet may be removed from a playgroup at Uppity Pup's discretion and not permitted to interact further with the dogs during current or any subsequent stays.

All pets using the services of Uppity Pup are required to be vaccinated in accordance with Uppity Pup's published standards. Nevertheless, it is possible for a Pet to become ill, even if vaccinated. Owner acknowledges and is aware that vaccines do not protect against all communicable disease, pregnancy, Tracheobronchitis (Canine Cough), whether suffered by Pet during or after its stay and acknowledges

and agrees that it will not hold Uppity Pup or its employees or members or other agents responsible for any such damages, injuries or other conditions or problems that result from Pet's stay with and services provided by Uppity Pup, provided that Uppity Pup has not engaged in willful misconduct or been grossly negligent, as proven beyond a reasonable doubt by Owner. If Pet is seriously injured, Uppity Pup staff will use reasonable efforts to notify the Owner or the Owner's emergency contact to make all parties aware of the occurrence. Owner agrees that in the event its Pet causes injury to another pet or person, that it will be solely responsible for any resulting injuries or damages, including to its own Pet.

- **Indemnification by Owner:** Owner agrees to be solely responsible for any and all acts or behavior of Pet while in the care of Uppity Pup, including payment of costs of injury to staff or other agents of Uppity Pup, other animals or damage to facilities caused by Pet. Owner further agrees to fully and completely indemnify and hold harmless Uppity Pup, its agents and attorneys from and against any and all loss, damage or expense, including attorney's fees, or claims of any kind made against Uppity Pup, its employees, members or other agents, or losses or damages of any kind suffered by Uppity Pup or its agents as a result of any misrepresentations by Owner, Pet's stay including, without limitations, any person claiming injury or damage caused by your Pet, Owner failure to inform Uppity Pup of any pre existing condition Pet may have (such as illness or aggression problems), or which were otherwise caused by Pet.

Assumption of Risk: 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 UPPITY PUP. UPPITY PUP WILL EXERCISE REASONABLE CARE OF PET DURING ITS STAY AND IN CONNECTION WITH PROVISION OF SERVICES AND, IF APPLICABLE, DURING TRANSPORT. IF PET IS INJURED OR OTHERWISE HARMED OR DIES, WHETHER DURING ITS STAY OR DURING THE PROVISION OF SERVICES BY UPPITY PUP, OWNER HOLDS UPPITY PUP AND ITS AGENTS HARMLESS IN THE EVENT OF ANY SUCH INJURY OR ACCIDENT. IT IS EXPRESSLY AGREED BY OWNER AND UPPITY PUP THAT UPPITY PUP'S LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF THE CURRENT CHATTEL VALUE OF A PET OF THE SAME BREED OR THE SUM OF \$200.00 PER ANIMAL ADMITTED.

Owner Representation: Owner represents to Uppity Pup that:

- Owner is the sole legal owner of Pet and no other person or entity has any interest in or right to Pet. Owner has full authority and legal capacity to enter into this Agreement.
- All representations of Owner in the Agreement and otherwise provided to Uppity Pup regarding Owner and Pet are true, accurate and complete.

Emergency: Owner must provide the name and contact information of an adult, over the age of 18, to make decisions on behalf of Pet in the case we are unable to reach Owner in the event of an emergency. In an emergency, Uppity Pup will use reasonable efforts to contact the Owner, Pet's personal veterinarian, or the emergency contact provided to Uppity Pup by the Owner. You hereby authorize, acknowledge and agree that Pet's personal veterinarian or Owner's emergency contact person has your full complete authority to make all decisions, including expenditure of funds, for and on behalf of Owner and Pet. In certain situations an emergency might not provide the time for Uppity Pup to contact Owner, Pet's personal veterinarian or Owner's emergency contact person prior to the administration of care. Owner therefore authorizes Uppity Pup to obtain medical attention for Pet from any qualified veterinarian and to transport Pet to and from such veterinarian when Uppity Pup, at its sole discretion, deems such medical care to be important to Pet's health. Owner grants Uppity Pup and its employees or agents full authority, at its sole discretion, to make decisions involving the medical treatment of Pet and agrees to pay for all related costs. This applies to any claims for injuries or damages related to such medical care or that arise due to the transport of Pet. Pet shall then remain at a veterinary hospital or similar location for supervision and hospice care until such time as Owner, Pet's personal veterinarian or Owner's emergency contact can retrieve Pet. In the event of a Pet's death, we will attempt to immediately contact the Owner or the Owner's emergency contact. In the event that complications, injury or the death of Pet may occur due to the Owner refusing veterinarian recommended care, Uppity Pup shall not be held responsible. Additionally, if medical treatment is refused for Pet, Uppity Pup, at its sole discretion, may engage the services of a veterinarian and/or administer medicine in an effort to help make Pet as comfortable as possible until picked up by Owner or Owner's emergency contact, and Owner hereby agrees to fully pay for the expenses thereof.

Pets Not Picked Up: In the event that owner does not timely pick up Pet at the schedule end of service time, Owner hereby authorizes Uppity Pup to continue to provide the previously scheduled services. If Pet is deemed abandoned under local, state or federal laws, Uppity Pup will follow applicable abandoned pet procedures which may include delivery of Pet to a third party adoption agency or animal control. Owner will remain liable to Uppity Pup for all unpaid charges, fees and expenses including, without limitation, additional service fees accruing after the scheduled end of service dates, fees involved in delivering Pet to a third party adoption agency or animal control, court costs and reasonable attorney's fees incurred in the collection of such fees and expenses.

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 Uppity Pup. 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 this 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 costs of such arbitration and reasonable attorney's fees of the prevailing party. The arbitrator(s) shall apply California law to the merits of any dispute or claim, without reference to conflicts of law rules. The parties hereby consent to the personal jurisdiction of the state and federal courts located in California 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 14, 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 ARBITRATION, AND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF THE PARTY'S RIGHT TO A JURY TRIAL AND RELATED TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE RELATIONSHIPS BETWEEN THE PARTIES.

Owner's Signature _____

Local Emergency Contact Name _____

Emergency Contact Phone Number _____

Veterinarian's Office / Name _____

Veterinarian's Phone Number _____