

# AGREEMENT FORM FOR BOARDING & DAYCARE

## Lakeside Pet Retreat LLC

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*This is an agreement between 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 Lakeside Pet Retreat LLC. The Owner agrees that the Owner shall be solely responsible for any and all acts and behavior of the Owner's Pet while in the care of Lakeside Pet Retreat LLC including payment of costs for injury to staff or other Pet guests or damages to facilities caused by their Pet.*

**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.

**COMPLIANCE:** The Owner has read and agrees to the published House Rules of 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.

**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 Lakeside Pet Retreat LLC that the Pet is healthy, meets Lakeside Pet Retreat LLC published vaccination standards and has not been exposed to any known communicable disease within thirty (30) days immediately prior to check-in. The Owner represents that each time the Pet is brought to 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 (30) days prior to check-in. The Owner further agrees to inform 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, Lakeside Pet Retreat LLC will administer a flea bath/oral treatment at the Owner's expense. Lakeside Pet Retreat LLC reserves the right to refuse service to any Pet or Owner 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.

**MEDICAL ATTENTION:** In an emergency, 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, an emergency may not provide the time to do so prior to the administration of care. The Owner authorizes 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 Lakeside Pet Retreat LLC deems such medical care is important to the Pet's health. The Owner grants Lakeside Pet Retreat LLC or its employees or agents the full power of decision-making involving the medical treatment of the Pet and agrees to pay all costs that are related to the Owners Pet. This applies to any claims for injuries or damages related to such medical care or transport.

In the event that the pet is in need of care what do you wish to have:

Cardiopulmonary Resuscitation (CPR)  
(a procedure performed when the heart stops)

YES \_\_\_\_\_ NO \_\_\_\_\_

Do Not Resuscitate (DNR)

YES \_\_\_\_\_ NO \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PAYMENT:** The Owner agrees to pay the applicable service rates in effect on the date the Pet is checked out of Lakeside Pet Retreat LLC and to pay for any additional services requested or added. 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 in full by the Owner. Lakeside Pet Retreat LLC shall have, and is hereby granted a lien on the Pet for any and all unpaid charges. Lakeside Pet Retreat LLC may exercise its lien rights after notice has been given verbal or written notice has been given to the Owner. The Owner understands that boarding is not without risk. The Owner

solely is responsible for any damage or injury incurred while the Pet is boarded, to include payment of costs of injury to staff, other clients or other animals caused by the Owner's Pet. The Owner agrees to pay for all expense/damage caused by their Pet.

**ABANDONMENT:** If the Owner's Pet is not picked up within 48 hours after the date the Pet is scheduled for check-out, the Owner understands that the Pet shall be deemed to be abandoned and Lakeside Pet Retreat LLC has the right to place the Pet with a new Owner or turn it over to Matanuska-Susitna Borough (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. Divorce/Separation between two owners is a matter for civil court. While pet(s) are in Lakeside Pet Retreat's care, it will be Lakeside Pet Retreat's sole discretion to decide a matter, which may be exercised arbitrarily at any time.

\*The Guardian/Owner agrees that Lakeside Pet Retreat LLC in its sole discretion can photograph, video tape, record and/or display their dog(s)/cat(s)/pig(s)/bird(s) for media, promotion, advertising, marketing and publicity of Lakeside Pet Retreat LLC. All above items listed above are property of Lakeside Pet Retreat LLC.

\*Owners are welcome to bring their own blankets, bedding, bowls, leash, harness, or toys if desired, however Lakeside Pet Retreat LLC cannot guarantee that they will return in the same condition or at all.

\*Lakeside Pet Retreat LLC at its sole discretion may make other arrangements for the safety for the Pet. Crate/kennel will be used at Lakeside Pet Retreat LLC. discretion for safety for their own safety, other dogs, or the staff. Owner is responsible for all damages incurred and will be added to your receipt at check-out. Lakeside Pet Retreat LLC reserves the right to immediately change your Pet's type of boarding/daycare if we believe it is necessary to protect the health and well-being of your Pet, other Pet guests, or staff.

\*Lakeside Pet Retreat LLC does not accept Pets that will climb or jump a fence at boarding or daycare. If you think or know your Pet might, the Owner acknowledges that they are leaving the Pet at your own risk. Lakeside Pet Retreat LLC will not be held responsible or liable for any Pet that escapes from jumping, escape artists, digging, running, or climbing.

\*Lakeside Pet Retreat LLC is not responsible and not liable for Pets with behavior problems, allergies, eat feces, or gravel/rocks. Lakeside Pet Retreat LLC will at their discretion muzzle or use a tie out.

\*Un-spayed females in heat are taken on a case-by-case basis and may be subject to a denial of boarding or daycare. If your Pet comes into heat while boarding/daycare you will be charged an extra \$10 per day while in Lakeside Pet Retreat LLC care. The \$10 per a day is for cleaning, sanitation, separation, increased stress, and disturbance that is created for all other Pet guests boarding/daycare at Lakeside Pet Retreat LLC. An additional fee on top of the \$10 per day will be added for supplies such as pads, diapers, wipes, etc. that will be purchased for the length of the stay boarding. The owner recognizes the inherent risks associated with boarding/daycare and being in a social environment while in her heat cycle/season at Lakeside Pet Retreat LLC. The Owner assumes full responsibility for any action(s) that may arise from the Pet being in heat cycle/season before, during, and after check-out from Lakeside Pet Retreat LLC. The owner will not hold Lakeside Pet Retreat LLC liable.

\*Intact male dogs. If your pet has/is showing aggression we have a surcharge of \$10 per day. The age at which an intact dog's behavior changes and more importantly when other dogs start responding differently to an intact male dog varies. Male guests are not eligible to participate in playgroup if Lakeside Pet Retreat Staff sees at any time the guest not to be fit for group play. Instead, they will participate in our Personal Play group and will have a charge of \$10 per day. The owner understands they are responsible and liable for their pet(s) actions that may arise in the care at Lakeside Pet Retreat LLC.

\*Barking: Lakeside Pet Retreat LLC is located in the Matanuska-Susitna Borough. Regulations on barking are enforced by Matanuska-Susitna Borough codes and compliances. It is important to manage nuisance/disturbance barking for the comfort of our clients, neighbors, and staff. If your Pet is a persistent barker and all our other methods fail, your Pet may need to wear a barking collar device. This will be at the discretion of Lakeside Pet Retreat LLC. Lakeside Pet Retreat LLC will not be held liable to inform you.

Bath: The Owner agrees that if the Pet is urinating, pooping, and or is rolling in feces and requires a bath for sanitation, a bath service and or soap service will be applied to the owners bill at checkout. Lakeside Pet Retreat LLC will not have a guest in their care that is unsanitary. If you know your pet does any of the above, please request a bath service.

Medication and Vaccinations: Owner understands that they are giving permission to Lakeside Pet Retreat LLC to administer medications, vaccinations (including injections) to the Pet. Owner hereby holds Lakeside Pet Retreat LLC harmless from any such claims of injury or illness. All medications need to be in a labeled prescription bottle.

\*Liability: Lakeside Pet Retreat LLC agrees to exercise reasonable care for the Pet. The Owner releases Lakeside Pet Retreat LLC from any and all claims made against Lakeside Pet Retreat LLC, employees, members, owners, agents for any injury or illness of the Pet.

\*Assumption Of Risks: The Owner understands that Lakeside Pet Retreat LLC utilizes playgroups where Pets interact and co-mingle. The Owner agrees that the Pet may be removed from a playgroup at the discretion of Lakeside Pet Retreat LLC, 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, cuts, and scratches may occur. The staff may or may not notify the Owner immediately or at all if the Pet sustains such nicks, cuts, 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 illness in the pets that are staying at Lakeside Pet Retreat LLC. In addition, 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 Lakeside Pet Retreat LLC.

\*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. This also applies if the same family members that are separated together in the play yard and the Pets have an altercation or injury. The Owner hereby holds Lakeside Pet Retreat LLC harmless from any such claim or action as a result.

\*The Owner indemnifies Lakeside Pet Retreat LLC as a result of the Owner's failure to inform 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 Lakeside Pet Retreat LLC by its staff, the Owner holds Lakeside Pet Retreat LLC harmless in the event of injury or accident during transportation or boarding stay. It is agreed by the Owner and Lakeside Pet Retreat LLC that 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.

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. Each time you bring your Pet to Lakeside Pet Retreat LLC you affirm the terms of the Agreement and the truthfulness and accuracy of all statements you make in this Agreement.

**SIGNATURE:**

Owner Printed Name:

\_\_\_\_\_

Owner Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

*This Agreement Form will be a continuous permanent binding agreement from this date and forward.*