



## SUNSET ACRES PET LODGE, LLC BOARDING AND SERVICES AGREEMENT

### NOTICE TO THE PET OWNER/GUARDIAN:

**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE SUNSET ACRES PET LODGE, LLC (referred to in this agreement as "SUNSET ACRES"), AND RELATED PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY AND UNDERSTAND ITS EFFECT, POLICIES, PROCEDURES, PET RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENTS.**

In consideration for my pet(s) \_\_\_\_\_ being permitted to be a pet guest at Sunset Acres, by signing this document, I \_\_\_\_\_, Owner/Guardian, make the following representations, certify the accuracy of all information provided to Sunset Acres at any time, and agree to all the following policies, procedures, terms and conditions stated below in this Sunset Acres Pet Lodge, LLC Boarding and Services Agreement.

### POLICIES, PROCEDURES, TERMS AND CONDITIONS

- 1. Owner/Guardian.** I represent that I am the owner and/or authorized guardian of my pet and I am fully authorized to enter this agreement.
- 2. Refusal of Service.** I understand Sunset Acres reserves the right to deny admittance to any pet for any reason, at any time.
- 3. Pet Requirements.** I represent that my pet meets all of the following requirements: (1) is three months of age or older, (2) is current on his/her required vaccinations, (3) has been in good health for the last 30 days prior to check-in, (4) my pet is not aggressive, (5) I have completed the Dog or Cat Profile Form for each pet, (6) my pet will enter and exit the Sunset Acres facility on a leash or in a carrier.
- 4. Health.** I represent that my pet has not had any contagious illnesses of any kind for 30 days prior to check-in. I am aware and understand that the Sunset Acres employees are not veterinarians and do not have backgrounds in animal medicine. Sunset Acres employees cannot diagnose or detect illnesses in the pets staying at Sunset Acres. I agree to assume all risk associated with the administration of medication by Sunset Acres during my pet's stay. In addition, I acknowledge and am aware that vaccines do not protect against all contagious illnesses that may affect my pet. I HEREBY AGREE TO INDEMNIFY SUNSET ACRES, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY CLAIMS MADE AGAINST SUNSET ACRES, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS AS A RESULT OF MY FAILURE TO INFORM SUNSET ACRES OF ANY PRE-EXISTING MEDICAL CONDITIONS THAT MY PET MAY HAVE.
- 5. Flea and Ticks.** I agree that if any fleas or ticks are discovered on my pet during check-in or at any other time while my pet is receiving services at Sunset Acres, that Sunset Acres may administer a flea bath and flea spot treatment at my expense. SUNSET ACRES HIGHLY RECOMMENDS THAT ALL PETS BE ON A MONTHLY FLEA AND TICK PREVENTATIVE YEAR-ROUND.
- 6. Veterinarian Liability and Care.** I agree to allow Sunset Acres to obtain veterinarian medical treatment for my pet, if, in its sole discretion it appears that, the pet is ill, injured, or exhibits any other behavior that would reasonably suggest that my pet may need medical treatment including, but not limited to, anesthesia. Medical treatment may require transportation of my pet to receive care and I hereby authorize such transportation. I grant Sunset Acres full authority to make decisions involving the medical treatment of my pet during its stay at Sunset Acres. I agree that I am assuming all risk of illness, disease, harm, or otherwise to my pet by allowing my pet to participate in services at Sunset Acres. Furthermore, I agree that I am assuming all risk of the consequences associated with any decisions made by Sunset Acres, relating to the medical care and transportation of my pet. I agree to be solely financially responsible for any and all veterinarian care of my pet



while in the care of Sunset Acres. I grant permission to Sunset Acres to use my pet's veterinarian or nearest 24-hour animal hospital for any required treatment. IN ADDITION, I AGREE THAT IF MY PET IS INJURED BY ANOTHER PET, I HEREBY RELEASE SUNSET ACRES, ITS OWNERS, EMPLOYEES, AND AGENTS FROM ALL LIABILITY AND FINANCIAL RESPONSIBILITY FOR SUCH INJURY. I FURTHER UNDERSTAND THAT IF MY PET BITES A HUMAN OR PET, THAT SUNSET ACRES MAY CONTACT THE APPROPRIATE AUTHORITIES.

- 7. Transportation.** I agree that if my pet is transported to or from Sunset Acres by Sunset Acres, its employees or agents that I AGREE TO HOLD SUNSET ACRES, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS HARMLESS IN THE EVENT OF INJURY OR ACCIDENT DURING TRANSPORTATION.
- 8. Dog Daycare.** I understand that Sunset Acres utilizes playgroups where multiple dogs interact if permitted by each dogs' owner. I understand that dogs play with their mouth and paws, which can result in nicks, scratches, or injuries to my pet. While Sunset Acres provides reasonable care and supervision in the playgroups, I understand and agree that Sunset Acres employees may not notice these nicks, scratches, or injuries before my pet's departure and, therefore I might not be notified.
- 9. Aggressive Pets.** I certify that my pet is not aggressive, and I understand that aggressive pets are not permitted to participate in services at Sunset Acres. If my pet acts aggressively or exhibits unacceptable behavior, he/she may be isolated from other pets. I authorize Sunset Acres to use squirt bottles, citronella spray, and in extreme cases, muzzles to control my pet for the protection of other pet guests and humans.
- 10. Abandonment Notice.** I fully understand and agree that if my pet is not picked up by myself or an authorized representative within 14 calendar days after the day my pet is scheduled to depart, that my pet shall be deemed "abandoned" in accordance with Ohio Rev. Code 959.01. I understand if I abandon my pet at Sunset Acres, Sunset Acres, in its sole discretion, will try to re-home my pet, or relinquish my pet to a legal shelter of its choice. I FULLY UNDERSTAND AND AGREE THAT IF I ABANDON MY PET AT SUNSET ACRES, I MAY BE UNABLE TO RETRIEVE MY PET AND WILL HAVE NO RECOURSE AGAINST SUNSET ACRES. In addition, I understand that I will still be responsible for the unpaid charges incurred for my pet's stay.
- 11. Photo and Video Release.** I agree to allow Sunset Acres to use my pet's name and any images or videos taken while he/she is in the care of Sunset Acres, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials.
- 12. Personal Property.** I agree that Sunset Acres shall not be responsible or liable for any lost, stolen, or damaged personal property belonging either to my dog or myself.
- 13. Service Fees.** I agree to pay for all fees, services, and products with a credit card, cash, or check at the time of my pet's pickup from each visit at Sunset Acres. I give express permission to Sunset Acres to charge any of my authorized credit card numbers provided on file for any unpaid fees, services, or products. I further agree to pay the cost of any check or debit charges returned or challenged for any reason.
- 14. Reservation.** I understand that confirmed reservations are required for boarding services at Sunset Acres. I understand a deposit may be required for boarding reservations during holidays.
- 15. Cancellations.** I understand that all confirmed boarding reservations must be cancelled at least 48-hours prior to my pet's reserved arrival time and date. I further understand that failure on my part to cancel my pet's reservation will result in a \$20 charge.
- 16. Check-in & Check-out Times.** I understand that departure of my pet on the scheduled check-out date, after 12PM will result in a \$10 day care charge per pet. I understand that Sunset Acres available check-in and check-out times vary on different days of the week, I understand the responsibility to schedule my pet's departure in coordination with those available times. I also understand that any check-out time that is scheduled out of the available times appointed by Sunset Acres, may result in an additional fee.
- 17. Duty to Disclose.** I represent that I have disclosed and shall continue to disclose, any and all medical conditions or any other conditions, including, but not limited to, personality concerns or behaviors that may affect, limit, or prevent my pet's ability to participate in services provided by Sunset Acres. I understand that Sunset Acres is relying on and will rely on those representations to provide a safe environment for both humans and animals.



- 18. **Controversy or Claim.** I agree that any controversy or claim arising out of, or relating to this contract, or breach thereof, or as the result of any claim or controversy including the alleged negligence by any party to this contract, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. I further agree that judgment upon award rendered by an arbitrator may be entered in any Court having jurisdiction thereof and the arbitrator shall, as part of his award to the prevailing party, the cost of such arbitrations and reasonable attorney’s fee of the prevailing party.
- 19. **WAIVER, RELEASE AND INDEMINIFICATION.** I RELEASE, WAIVE, DISCHARGE, INDEMNIFY AND AGREE TO HOLD SUNSET ACRES, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FOR ANY AND ALL MANNER OF DAMAGES, INJURY, CLAIMS, LOSS, LIABILITIES, COSTS OR EXPENSES, ATTORNEY’S FEES, CAUSES OF ACTION OR SUIT, WHATSOEVER IN LAW OR EQUITY, ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED BY THE PAWINGTON, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS INCLUDING WITHOUT LIMITATION: (1) ANY INACCURACY IN ANY STATEMENT MADE BY MYSELF OR INFORMATION PROVIDED BY ME TO SUNSET ACRES, (2) MY PET, INCLUDING BUT NOT LIMITED TO DISTRUCTION OF PROPERTY, DOG BITES, INJURY, AND TRANSMISSION OF DISEASE, AND (3) ANY ACTION BY MYSELF THAT IS IN BREACH OF THE TERMS OF THIS AGREEMENT.
- 20. **Sole Agreement.** This writing represents the sole agreement between Sunset Acres and the Owner/Guardian.
- 21. **Affirmation.** Each time I bring my pet to Sunset Acres, I am re-affirming the terms of this agreement, including updated claims, and the truthfulness and accuracy of all the statements I have made in this agreement.

I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT AND UNDERSTAND THAT I WILL GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO SUNSET ACRES PET LODGE LLC, ITS OWNERS, OFFICERS, EMPLOYEES AND AGENTS TO THE GREATEST EXTENT PERMITTED BY LAW. I FURTHER AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

\*I hereby understand that these claims are subject to change without notice. Check sunsetacrespethome.com for the most current agreements or contact our lobby. \*

Signature of Owner/Guardian: \_\_\_\_\_

Date: \_\_\_\_\_