

CREATURE COMFORTS ANIMAL INN, LLC CLIENT AGREEMENT

This Agreement is between Creature Comforts Animal Inn (INN) and _____
_____ (OWNER) of the pet(s) described herein (PET).

OWNER warrants they are the legal owner of pet(s) (PET) named below in the itemized list:

Name _____ Breed _____

Sex _____ Age _____ Color(s)/Markings _____

Name _____ Breed _____

Sex _____ Age _____ Color(s)/Markings _____

Name _____ Breed _____

Sex _____ Age _____ Color(s)/Markings _____

Name _____ Breed _____

Sex _____ Age _____ Color(s)/Markings _____

Name _____ Breed _____

Sex _____ Age _____ Color(s)/Markings _____

This Agreement shall remain on file with INN and is intended to be used by both parties so long as PET may, from time to time, be placed in the care of INN by OWNER.

Any third party dropping off PET with INN warrants to INN that they have been fully authorized by OWNER to drop off PET and that in the event OWNER does not pay their bill, the third party will be responsible for the entire amount of the charges. Third party shall be required to provide proper identification to INN at the time of drop off.

This is a mutual Agreement between INN and OWNER for the care and supervision of PET and it is the desire and intent of OWNER to contract with INN for these services and agree to the following mutual promises. In consideration of these mutual promises both INN and OWNER have **fully read, understand and agree to the following:**

INN agrees to:

1. Supervise and care for PET providing reasonable care and basic necessities including nourishment and facilities so that the health and safety of PET will be maintained within standards found in the pet care industry for care of animals in similar facilities.
2. To provide, to the best of its ability and in compliance with pet care industry standards of care, the health, safety and well being of PET as agreed by the parties in this Agreement.
3. To reasonably follow the instructions of OWNER, to the best of INN'S ability, in regards to the care of PET during their stay with INN.

4. To provide safe and sanitary housing, general conditions and play areas for PET and to take any precaution necessary, at the sole discretion and judgment of INN, to insure a safe and happy stay at INN for PET.
5. To allow only qualified and trained employees to handle and care for PET and to fully supervise the activities and interactions of PET and any and all employees of INN.
6. To carefully evaluate any play mates of PET and take every precaution to insure as safe a play environment as possible, given the inherent nature and instinctual behavior of animals.
7. To monitor and keep the facility well maintained in good working condition, safe and free from dangerous objects or defects.
8. To carefully sanitize PET'S accommodations and feeding bowls or buckets and to monitor the mixing and use of chemicals and their containers that PET might be exposed to.
9. To take reasonable precautions to safeguard the well being of PET during their stay with INN and to make every effort, without exception, to be sure that all animals under INN'S care are healthy.

OWNER agrees to:

1. Inform INN of any known health or temperament issues relating to PET. To immediately inform INN of PET'S exposure, to harmful or communicable diseases that may affect PET or other animals that PET may come in contact with during their stay with INN.
 2. To conform and comply with any and all Policies set forth by INN. INN reserves the right to modify their policies, without notice to OWNER, at any time.
 3. To provide INN with any documents or information related to PET necessary to insure the health and safety of pet, including but not limited to proof of current vaccinations required by INN, prior history of temperament problems with other pets, people or other issues that may affect PETS ability to safely interact with other animals or persons under the supervision of INN.
 4. To warrant to INN that all information provided to INN by OWNER is complete, true, correct and that OWNER has made a good faith effort to communicate and provide INN with any and all information that may be pertinent to the health and safety of PET.
 5. OWNER clearly understands, without reservation, that INN will make every effort to provide a safe and healthy environment for PET; however, OWNER understands that PET is an animal, with basic instincts that cannot always be anticipated by even the most seasoned pet care professional.
 6. OWNER *assumes the risk* of leaving PET in the care of INN and understands that PET may be exposed to possible injury or illness while playing or interacting with other animals and holds harmless INN from any liability associated with the care of PET while in the custody of INN, including but not limited to communicable and airborne diseases.
 7. OWNER further, fully and without reservation, agrees to grant to INN full permission to care for PET in any way that INN feels is in the best interest of PET, including but not limited to veterinary visits, administration of medications prescribed by a licensed veterinarian or administration of other medications prescribed by a licensed veterinarian, but normally administered by OWNER in the normal course of PET'S daily routine in the home environment and to provide INN with directions for administration of same. OWNER agrees to hold harmless INN for any injury to PET as a result of the administration of these medications, so long as INN complies with the standard procedures normally used to administer medications of this kind. This shall include but not be limited to - administration of chemicals for the treatment of external parasites (fleas, ticks, lice et.) or the control of any other communicable parasites or diseases that may cause injury to other animals that may have contact with PET.
 8. Should INN determine that PET is not an acceptable resident of their facility or that PET may cause injury or harm to another pet or human, INN reserves the right to terminate the care and this Agreement and INN agrees to refund any balance remaining unused for the care of PET. Clearly the refund will be a pro rata portion of fees paid in advance by OWNER to INN.
 9. OWNER will pay to INN, at the time of check out and pick up of pet, all payments and costs incurred in the course of PET'S care by INN, promptly and before PET is released back into the custody of OWNER.
 10. OWNER is fully aware of and assumes the inherent risk associated with free roam daycare activities and expressly assumes all risk of injury to PET during the time INN has care, custody and control of PET. These risks include, but are not limited to playing, running, biting, chasing, falling, colliding with other animals or
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objects, running away, wrestling, certain hazards such as surface and subsurface conditions, that may result in injury, harm or possible death of PET. OWNER further recognizes and accepts the unpredictability of PET'S reaction to sounds, sudden movement, unfamiliar objects, persons or other animals.

11. INN will take every reasonable precaution to provide a safe environment for PET, but does not promise or warrant that PET'S stay with INN will be free of accidents, injuries, dog fights, or other normal, instinctual animal behaviors. OWNER also agrees and recognizes that in the event of an altercation between animals, INN may find it necessary to employ non-violent methods and techniques such as spraying with water, shouting, and other methods of restoring order.

12. OWNER agrees to defend, indemnify and hold INN and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to the Service(s) or otherwise arising under this Agreement. INN shall not be held liable for any illness, death, disease, or injury incurred by the PET while in the care, custody and control of INN.

13. OWNER AGREES that INN will under no circumstances be held liable by OWNER for any damages or liability whether indirect, incidental, including but not limited to special, exemplary, consequential or punitive damages claimed in connection with any incident or cause of action in contract or tort or any other legal theory or remedy, arising in relation to INN'S services or failure to provide services under this agreement.

14. It is expressly agreed by OWNER and INN that in any event, any liability shall in not exceed the current chattel value of an animal of the same species as PET. Owner further agrees to be solely responsible for any and all acts or behavior of PET while it is in the care of INN including payment of costs for injury to staff or other animals or damage to facilities caused by PET.

In addition, OWNER agrees to provide INN at least twenty-four hours notice in advance of any cancellation of reservation. In the event that OWNER fails to provide notice, INN shall charge OWNER for any costs or loss of profit related to the cancelled reservation.

In the event OWNER designates a third party to pick up PET, third party will be required to show some form of identification to INN. OWNER will provide a WRITTEN release to INN naming the third party and INN shall be entitled to keep that release along with other records associated with PET. OWNER further warrants that the third party shall be held liable and responsible for the care and safety of PET and for all costs and charges incurred by PET during its stay with INN. INN will make every attempt to insure that the correct animal is released to OWNER or a third party, however OWNER recognizes that many breeds and mixed breeds have similar physical characteristics and identities can sometimes be mistaken. Should this occur, OWNER agrees to promptly and safely return the animal and likewise, OWNER releases INN from any liability related to the mistaken release of PET to the wrong party.

This Agreement embodies all the mutual agreements, whether written or oral, understanding, statements or representations of the parties and can only be modified in writing and if signed by both parties. Should any provision of this Agreement be found or adjudicated to be illegal or unenforceable, all other provisions shall remain in full force and effect.

OWNER - INITIAL ONE SELECTION BELOW TO CONFIRM YOUR INTENT:

CATS ARE NOT ALLOWED TO INTERACT WITH OTHER CATS.

____ AFTER CAREFULLY AND FULLY READING THIS AGREEMENT AND UNDERSTANDING ALL THE RISKS AND DANGERS ASSOCIATED WITH PET'S STAY AT INN, OWNER SPECIFICALLY AND WITHOUT RESERVATION AUTHORIZES INN TO ALLOW PET TO PLAY AND FREE ROAM WITH OTHER ANIMALS IN THE PLAY YARD. OWNER SPECIFICALLY AND WITH OUT EXCEPTION ASSUMES ALL RISKS AND LAIBILITIES THAT MAY BE ASSOCIATED WITH PET'S STAY AT INN.

____ OWNER **DOES NOT** AUTHORIZE INN TO ALLOW PET TO PLAY OR FREE ROAM AND INTERACT WITH OTHER ANIMALS DURING THEIR STAY AT INN. OWNER SPECIFICALLY DIRECTS INN TO KEEP PET SEPARATE FROM OTHER ANIMALS AT ALL TIMES DURING PET'S STAY AT INN.

OWNER agrees to complete the information regarding PET below the signature block and to accurately and fully provide INN with the information requested.

By signing this Agreement and leaving PET in the care of INN, OWNER certifies the accuracy of all information provided to INN about PET.

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 assigns of the OWNER and INN.

IN WITNESS WHEREOF, OWNER and INN, having fully READ, AND MUTUALLY AGREE, execute this Agreement on the date below:

OWNER SIGNATURE

OWNER PRINT NAME

DATE

AUTHORIZED REPRESENTATIVE

PRINT NAME

DATE

AUTHORIZED REPRESENTATIVE
CREATURE COMFORTS ANIMAL INN, LLC

Print Name

INFORMATION REQUIRED BY INN

Emergency Contact Information - Name _____

Address _____

Telephone _____ Regular Vet _____

Has Your Animal Ever Bitten Any Person or Animal? _____ If yes, please state which PET had the temperament problem and fully describe the incident:

Special Instructions:

INN agrees to **administer medication** to PET. PET is presently under the care of the above named veterinarian who has prescribed medication(s) for certain medical condition(s). OWNER warrants that they have **fully and carefully explained the dispensing information/instructions** and the effects of this medication to INN and attached complete dispensing instructions and emergency information.

I acknowledge that the services of INN will be performed in accordance with my instructions contained herein. I waive any claim against INN unless INN is found to be negligent, according to pet care industry standards of care and does not perform as agreed herein.

SIGNATURE: _____ **of Owner or person dropping off pet.**

DATE: ____/____/20____.