

# PetsHotel and Doggie Day Camp Services Agreement

*This Agreement and the Supplements referred to herein apply to any and all visits involving your Pet(s) to the PetsHotel ("Hotel"), Doggie Day Care/Camp ("DDC"), Puppy Play and/or any other Services provided by PetSmart as identified below and listed on the Service Card/Pet Evaluation*

- Services.** We agree to provide the specific services to your Pet for each visit as indicated on the Service Card/Pet Evaluation you will be provided and completed by you for each of your Pet(s) visits ("Services"). You are obligated to provide complete, truthful and accurate information and agree to inform PetSmart of any changes or new information. PetSmart will exercise reasonable judgment on the suitability of Services we provide to your Pet based on commercially reasonable standards and the information you disclose to us.
- Payment for Services.** You agree to pay PetSmart for the Services we provide to your Pet during each visit at the rates set forth at the start of such visit (collectively the "Charges"). Prices are subject to change without notice and seasonal rates may apply. Charges begin on the day you leave your Pet. Hotel check-out time is by noon (12:00 p.m.) on the departure date. You may incur additional Charges for late check-out. You understand that if you do not pay for your bill in full at check-out, you will remain liable for all Charges incurred during your Pet's stay, and PetSmart reserves the right to collect any unpaid balance, including but not limited to transferring responsibility for collecting the unpaid balance to a debt collection agency after 30 days. (Pet Parent Initials:           )
- Reservations.** Reservations are accepted but not guaranteed without verification of PetSmart's Pet Health and Behavior requirements.
- Cancellations.** If you need to cancel your reservation, you must do so at least (2) days prior to your scheduled arrival date. PetSmart reserves the right to charge a late cancellation fee.
- Your Agent\*.** You must designate an Agent for PetSmart in the event you are unable to be reached in case of emergency. Your Agent must be an adult, over the age of 18, and be someone other than the primary Pet Parent(s). If you are traveling, the Agent should not be someone traveling with you. If we cannot reach you, you authorize PetSmart to contact your Agent. You agree that your Agent shall have the right to pick up your Pet and shall have authority to make any and all decisions for your Pet, including health-related decisions, as well as approving the expenditure of funds for, or on behalf of, your Pet.
- Emergencies.** In the event of an emergency or natural disaster, every effort will be made to contact you or your Agent to retrieve your Pet. You agree that PetSmart, at its sole discretion, is authorized to transport, and/or to make temporary alternative arrangements to house and care for your Pet until you or your Agent can retrieve the Pet. You understand it may not always be possible to safely evacuate your Pet despite our best efforts.
- Check-In and Check-Out.** The lobby is open for check-in and check-out as posted at your local PetSmart. Hours may vary between locations. We may require government-issued identification before releasing your Pet to ensure we only release your Pet to you or your Agent.
- Personal items.** Do not bring or leave items with your Pet that are valuable or irreplaceable. PetSmart is not responsible for loss or damage to any personal item or toy left with your Pet.
- Pet Health and Behavior.** We reserve the right to refuse to accept a pet at check-in for any reason, including without limitation, if it appears to us your Pet is sick, injured, in pain, or that its behavior could jeopardize the health or safety of other pets or our staff.
  - No pet can stay with us unless the pet is healthy and we, at our request, have confirmation from a licensed veterinarian or approved designee that the pet has received all vaccinations required by PetSmart.
  - If, at any time, your Pet is found to have fleas or ticks, we will require the appropriate flea or tick removal treatment, and you authorize PetSmart to provide appropriate treatment, and you agree to cover the cost of such treatment.
  - You represent that your Pet has no illness, injury, or behavior problem (including aggressive or biting behavior) that has not been disclosed to PetSmart.
  - While we may accept senior pets and pets with chronic conditions that require long-term medications, we will not accept pets that are in frail health or decompensating from either their age or condition.
  - You represent and affirm that your Pet has not been exposed to rabies, distemper, or parvovirus within 30 days prior to beginning its stay with PetSmart.
  - If your Pet has recently been treated for a contagious illness, we will not accept your Pet(s) for at least two (2) weeks after treatment has been completed and a statement of health from a licensed veterinarian is provided at check-in.
  - You acknowledge and agree that in the unlikely event your Pet becomes ill or injured, or if your Pet has a preexisting condition which is aggravated by its stay and requires professional attention, we will attempt to notify you or your Agent at the telephone numbers you provide on the reverse side. If we cannot reach you or your Agent, PetSmart, at its sole discretion, may engage the services of a veterinarian and/or administer medicine or give other necessary attention to your Pet, and you authorize us to seek treatment and provide any such service, and you agree to reimburse PetSmart for the cost of the medical care and treatment. In cases we believe to be critical or medical emergencies, we may take your Pet to the veterinarian before trying to contact you. If at any time you refuse medical treatment for your Pet, PetSmart may, at its sole discretion, engage the services of a veterinarian and/or administer medicine to make your Pet as comfortable as possible until picked up by you or your Agent, and you authorize us to provide any such service and agree to reimburse PetSmart for the cost of the medical care and treatment. You understand and agree that if we cannot reach you or your Agent, PetSmart will make healthcare decisions for your Pet based on the recommendations of available professionals.
  - YOU HEREBY KNOWINGLY AND WITH INFORMED CONSENT AUTHORIZE THE RELEASE OF ANY AND ALL VETERINARY RECORDS TO PETSMAART IN CONNECTION WITH ANY AND ALL MEDICAL TREATMENT PERFORMED ON YOUR PET DURING, OR IN CONNECTION WITH, YOUR PET'S STAY. (Pet Parent Initials           )
  - In the unfortunate event that your Pet passes away while in our care, we will have your Pet held at veterinary facility until you or your Agent are able to pick up your Pet; or, if you wish, and at your sole expense, we will arrange to have your pet cremated. If we cannot reach you or your Agent in a timely manner, you authorize PetSmart to engage the services of a veterinarian to perform a necropsy on your pet and to cremate your pet.
- Contact with Other Pets.** While your Pet is staying with us, he or she may commingle and socialize with other pets. Every effort will be made to ensure the safety of our guests by assessing each pet. If you do not want your Pet to commingle and socialize, you must provide us with your request at the time of check-in.
  - You acknowledge and agree that in the unlikely event your Pet is injured, YOU RELEASE AND DISCHARGE PETSMAART AND ITS AGENTS FROM ANY LIABILITY FOR SUCH INJURY.

Pet Parent First Name: \_\_\_\_\_

Pet Parent Last Name: \_\_\_\_\_

Pet 3: \_\_\_\_\_

Pet 2: \_\_\_\_\_

Pet 1: \_\_\_\_\_

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- If your Pet injures another pet or any person, you will be solely responsible for any injury to the other pet or person, as well as your own Pet. In the event your Pet is involved in an incident (e.g. biting a person or another pet) (“Incident”), you acknowledge, that we may at our discretion, and hereby authorize PetSmart to release your name and contact information to any party involved in the Incident and/or the appropriate governmental authority and YOU RELEASE AND DISCHARGE PETSMART AND ITS AGENTS FROM ANY LIABILITY FOR SUCH INJURY.
  - If, in the event that you bring sibling Pets for stay at our Hotel or DDC, we may, at our sole discretion, board the sibling Pets together unless you expressly request otherwise. It is your obligation to request that the sibling Pets not be boarded together. You acknowledge and agree that in the unlikely event that your pet(s) is(are) injured while sharing a room with your consent, YOU RELEASE AND DISCHARGE PETSMART AND ITS AGENTS FROM ANY LIABILITY FOR SUCH INJURY.
11. **Communicable diseases.** Although all pets coming into the Hotel and DDC are required to be vaccinated, it is still possible for a pet to become ill with a contagious condition. You understand and acknowledge this risk and agree that PetSmart is not liable for any expense related to illness suffered by your Pet during or after its stay, including, but not limited to Tracheobronchitis (Kennel Cough), Feline Upper Respiratory Infections, Parvo, Distemper, Leptospirosis, Giardia, or Canine Influenza.
  12. **Pets not picked up on Departure Date.** If you or your Agent do not pick up your Pet at the designated date and time, you hereby authorize PetSmart to continue to provide the Services as set forth in this Agreement at your expense. If PetSmart determines, at its sole discretion, that an extension of Services is required, payment in full may be required prior to extending such Services. Notwithstanding the foregoing, if your Pet is deemed abandoned under local, state, or federal laws or regulations, or in PetSmart’s discretion as permitted by law, we will follow the Abandoned Pet Procedure. DDC guests may be converted to boarding services if your Pet has not been picked up within the lobby hours and you agree to pay the additional expense for this Service.
  13. **Abandoned Pet Procedure.** Unless otherwise required by applicable law, if you fail to pick up your Pet by the designated time:
    - All Services will stop, with the exception of the administration of medication necessary to ensure Pet health and safety and basic boarding services (food, water, relief time and shelter).
    - We will attempt to contact you and your Agent by telephone and/or in writing using the information that you have provided, advising you that if your Pet is not picked up within a reasonable time period, your Pet will be deemed to be abandoned and that we will deliver the Pet to a third-party adoption partner, Animal Control or other similar government agency. You understand that you may lose ownership of your Pet under these circumstances. If you fail to pick-up your Pet for any reason, YOU RELEASE AND DISCHARGE PETSMART FROM ALL FURTHER LIABILITY AND RESPONSIBILITY FOR YOUR PET.
    - You shall remain liable to PetSmart for all unpaid Charges, including without limitation the court costs and reasonable attorneys’ fees incurred in the collection of the Charges.
  14. **Sole Ownership.** You represent that you are the owner(s) of the Pet(s) and that you are fully authorized to enter into this Agreement. All of the information about you and your Pet in this Agreement is true, accurate and complete. In a custody dispute, PetSmart will require proof of ownership, a written property settlement agreement, or a court decree.
    - You agree to indemnify and hold PetSmart harmless, from and against all loss, damage or expense, including attorneys’ fees, resulting from misrepresentations by you or your representatives or resulting from your Pet’s stay including, without limitation, any person claiming to be the owner of your Pet and any person claiming damage or injury by your Pet
  15. **Miscellaneous Provisions.** This written Agreement constitutes the entire and only agreement regarding your Pet’s stay and there are no oral agreements or understandings whatsoever except as provided for in this Agreement.
    - This Agreement shall bind PetSmart and its successors assigns and you, and your heirs, successors, and assigns.
    - The law that applies to the Agreement is the law of the state or province and municipality where the Hotel or DDC is located. If there are disputes that result in litigation, the courts of the state or province and municipality where the Hotel or DDC is located shall have exclusive jurisdiction.
    - We may take a photo(s) of your Pet while your Pet is receiving our Services or in our care (“Photos”). You hereby grant PetSmart the perpetual, irrevocable, royalty-free right and license to publish, distribute, adapt, modify, or otherwise use the Photos, or any portion thereof, in any manner for any commercial or non-commercial purpose without notice to you or your review or approval.
  16. **Definitions.** The terms used throughout this Agreement, whether capitalized or not, and in either the singular or plural form, means as follows: “We,” “Us,” “DDC,” “Puppy Play” and “Hotel” means PetSmart LLC, its associates and its subsidiaries. “You” and “your” shall mean the Pet Parent(s) signing this Agreement. “Pet” or “your Pet” shall mean the dog(s) and cat(s) shall refer to the Pet(s) designated by the Pet Parent in this Agreement.

**You have read this entire Agreement, you have had the opportunity to discuss it with us to your satisfaction, and you agree to its terms.**

\_\_\_\_\_  
 Pet Parent(s) Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Pet Parent(s) Printed Name

\_\_\_\_\_  
 Cell Phone Number

\_\_\_\_\_  
 Street/Mailing Address

\_\_\_\_\_  
 Email Address

\_\_\_\_\_  
 City, State, Zip Code

**\*Agents who can act on your behalf for all purposes under this Agreement:**

\_\_\_\_\_  
 Agent 1 Name:

\_\_\_\_\_  
 Relationship to Pet Parent(s)

\_\_\_\_\_  
 Cell Phone

\_\_\_\_\_  
 Agent 2 Name:

\_\_\_\_\_  
 Relationship to Pet Parent(s)

\_\_\_\_\_  
 Cell Phone