

Pet Hotel & Day Spa Agreement



This Agreement is by and between The Barkley Pet Hotel & Day Spa, a California Limited Liability Company dba The Barkley Pet Hotel and Day Spa (hereinafter called "The Barkley") and the pet owner whose name and whose signature appears below (hereinafter called "Owner").

Following are the terms of service for the stay of Owner's Pet at The Barkley:

I.) DISCLOSURE: By signing this Agreement and leaving Pet with The Barkley, Owner certifies to the accurate disclosure of all information provided to The Barkley either in writing or orally about the Pet and Owner specifically represents that he or she is the sole owner of the Pet, free and clear of all liens and encumbrances. Owner agrees to disclose to The Barkley all known medical conditions and/or behavioral problems, which may affect Pet's care. Owner specifically represents to The Barkley that Pet is healthy and meets The Barkley's published vaccination standards. Owner represents that each time Pet is brought to The Barkley, Owner is recertifying that Pet is in good health and has not had any communicable illness of any kind for 30 days prior to visit. Owner further agrees to inform The Barkley of any changes in Pet's condition and/or behavior prior to subsequent visits. The Barkley reserves the right to refuse service to any Pet for any reason, at any time, including, but not limited to: pets lacking proof of vaccinations, pets displaying signs of untreated or potentially contagious conditions and/or pets exhibiting aggressive or unacceptable behavior. For the purposes of this Agreement, the terms "Pet" or "Pets" refer to all pets under said ownership of Owner who utilize services at The Barkley, either now or in the future.

Owner's Initial: _____

II.) RESERVATIONS AND DEPOSITS: A confirmed reservation is a reservation that is booked with a deposit and valid credit card on file. Rack period reservations require a one (1) night's advance deposit. Peak period reservations require a two (2) night minimum stay, a two (2) night advance deposit. Reservations must be cancelled at least five (5) days prior to arrival date. Failure to cancel a reservation with at least five (5) days notice prior to arrival date (including a "no-show") will result in forfeiture of entire deposit. If Owner decides to shorten Pet stay (prior to the original scheduled day of departure), Owner will be charged for the entire original length of reservation.

Owner's Initial: _____

III.) PAYMENT: Owner agrees to pay the applicable service rates in effect on the date Pet is checked into The Barkley and to pay for any additional services requested by Owner. Payment for all accommodations and services reserved will be paid for at time of check-in. All additional or ancillary services will be paid upon check-out. Any credits for accommodations or services not used will be applied at check-out. Returned checks are subject to a fee of \$40.

Owner's Initial: _____

IV.) EXTENDED STAY PAYMENTS: Stays exceeding two weeks and that are not utilizing a pre-paid boarding package require payment of on a bi-weekly basis.

Owner's Initial: _____

V.) NON-PAYMENT: The Barkley shall have, and is hereby granted a lien on Pet for any and all unpaid charges resulting from service provided by The Barkley. Owner hereby agrees that in the event charges are not paid when due in accordance with this Agreement, The Barkley may exercise its lien right within five (5) days after written notice has been given by The Barkley to Owner by certified mail. The Barkley may dispose of Pet for any and all unpaid charges, at a private or public sale, at the sole discretion of The Barkley, and Owner specifically waives all statutory or legal rights to the contrary. If such sale shall not secure a price adequate to pay such costs of pet care or other charges, which are all still due and outstanding from the Owner, plus the costs of sale, then Owner shall be liable to The Barkley for the difference. All monies realized by The Barkley at such sale, over and above the charges due (plus internal expenses and costs of sale) shall be paid to Owner.

Owner's Initial: _____

VI.) ABANDONMENT: If Pet is not picked up by Owner (or an authorized representative of Owner) within 14 calendar days after the day Pet is scheduled to depart, Owner understands that Pet shall be deemed to be abandoned or dispose of Pet after abandonment at a private or public sale, and Owner specifically waives all statutory or legal rights to the contrary. Owner understands that Pet abandonment may be a criminal or civil violation of the statutes of the State of California. Owner shall remain liable for all fees due and, in addition, agrees to pay any and all costs in the prosecution of these statutes. Owner is to be notified of such action by certified mail and no further notice shall be deemed necessary.

Owner's Initial: _____

VII.) ASSUMPTION OF RISK: The Barkley agrees to exercise reasonable care of Pet during its stay and, if applicable, during transport. Owner is aware that employees of The Barkley are not veterinarians and do not have backgrounds in animal medicine and are not expected to diagnose or detect illnesses in the pets at The Barkley. Owner acknowledges that no amount of vaccination requirement, sanitation or personalized care can prevent pets from contracting an airborne virus or communicable disease. Owner further understands that pets are pack animals, lead with their teeth, paws/claws, are unpredictable in nature and no amount of supervision can be 100% certain to prevent pets from being injured. Owner understands these risks of illness, disease or harm and hereby releases The Barkley, its employees, members or other agents, from any and all losses, damages, costs, and expenses arising out of or in connection with any communicable disease, airborne virus, or any other medical condition or injury contracted by Owner's Pet at The Barkley. Furthermore, if Pet is transported to or from The Barkley by The Barkley staff, Owner holds The Barkley harmless in the event of injury or accident during transportation.

Owner's Initial: _____

VIII.) DAY CAMP ASSUMPTION OF RISK: For safety reasons, Owner understands that Day Camp Services are a privilege extended only to well-behaved, socialized dogs who have gone through an initial temperament evaluation and who have been deemed "acceptable" for such Services, in the sole discretion of The Barkley. The Barkley reserves the right to refuse service to any dog for any reason, at any time, including, but not limited to: dogs lacking proof of vaccinations, dogs displaying signs of untreated or potentially contagious conditions and/or dogs exhibiting aggressive or unacceptable behavior. All dogs six months of age or older must be spayed or neutered to participate in the Services. Owner understands that the Service's leash-free environment allows dogs the opportunity to play in close physical contact (including nose-to-nose) with each other. Owner further understands that dogs are pack animals, lead with their teeth and paws, and are unpredictable in nature.

Owner's Initial: _____

1. Each of the "The Barkley®" service mark, "The Barkley®" service mark logo and "The Barkley Pet Hotel & Day Spa®" are owned and licensed trademarks of Beverly Hills Pet Hotels, Inc. "The Barkley Pet Hotel & Day Spa®" is owned and operated by VCA Animal Hospitals, Inc.

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IX.) ACTS OF BEHAVIOIR: Owner agrees to be solely responsible for any and all acts or behavior of Pet while in the care of The Barkley, including payments of costs of injury to staff or other animals or damage to facilities caused by Pet. Owner also understands that squirt bottles, citronella spray and, in extreme cases, muzzles may be used for the protection of other pets or staff. Owner further agrees to indemnify The Barkley and its agents against any claims made against The Barkley or its employees or members or other agents or losses or damages of any kind suffered by The Barkley or its agents as a result of Owner's failure to inform The Barkley of any pre-existing condition Pet may have (such as illness or aggression problems) or which were otherwise caused by Pet.

Owner's Initial: _____

X.) MEDICAL ATTENTION: In the event of an injury, emergency or when The Barkley, in its sole discretion, deems medical care is important to Pet's health (including, but no limited to: vaccinations, fleas, ticks, diarrhea, rashes, cuts, etc.), Owner authorizes The Barkley to obtain medical attention for Pet from Westlake Village Animal Hospital. In such event, Owner grants to The Barkley and Westlake Village Animal Hospital the full power of decision-making involving the medical treatment of Pet (including transport and are to and from any agent) and agrees to pay for all costs associated with said medical treatment. Owner hereby authorizes The Barkley to use Owner's credit card on file to pay Westlake Village Animal Hospital directly for said medical treatment prior to departure. Although The Barkley and Westlake Village Animal Hospital are located adjacent to one another, it is expressly understood by Client that each is a separate legal entity responsible for its own actions, workings and services. Owner agrees to hold Westlake Village Animal Hospital, its employees and agents, harmless from any and all claims as a result of treatment provided to Pet.

Owner's Initial: _____

XI.) COMPLIANCE: Owner agrees to comply with the published policies of The Barkley, which may be revised from time to time, with or without notice. In the event there is a discrepancy, this Agreement shall supersede the contents of the House Rules.

Owner's Initial: _____

XII.) PRE-PAID PACKAGES: In the event Owner decides to purchase a pre-paid package for services, Owner understands such sale price is offered at a special discount in exchange for a non-refundable commitment to use all such funds at The Barkley. Owner further understands that after the sale, things may happen that are out of the control of The Barkley, including, but not limited to: the death of Pet, the relocation of Owner, behavioral changes in Pet, and the decision to stop utilizing The Barkley for services. In any case, any unused portion of the sale (after deducting the used services at regular standard rates) shall be transferable for use on other services at The Barkley, but in no instance shall they be refundable. Pre-paid packages may not be sold or transferred to any Pet outside Owner's direct ownership.

Owner's Initial: _____

XIII.) MULTIPLE FAMILY MEMBERS: If Owner requests to board Pet together with other "family members" in the same suite, Owner acknowledges and understand that (regardless of the amount of supervision) such an arrangement may decrease The Barkley's ability to detect issues, diseases and illnesses. Furthermore, because actions of pets may be unpredictable, this arrangement may also significantly increase the chance of injury, aggression, and/or altercations.

Owner's Initial: _____

XIV.) ARBITRATION: 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 Owner and The Barkley. 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 judgement 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 the 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 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 Initial: _____

XV.) MEDICAL RECORDS RELEASE: I, the undersigned, certify that I am the owner, or authorized agent for the owner, of the animal described here in. I authorize The Barkley Pet Hotel & Day Spa to obtain medical records (i.e. vaccinations records from my Veterinarian. VCA Westlake Village Animal Hospital Other Veterinarian _____) Owner's Initial: _____

SIGNATURES:

Owner Signature: _____ Date: _____

Printed Name: _____ Date: _____

Owner Address: _____

Barkley Representative: _____ Position: _____

Printed Name: _____ Date: _____

OTHERS AUTHORIZED TO PICK-UP MY PET:

Name: _____ Relationship: _____

Name: _____ Relationship: _____