

Boarding and Daycare Agreement

This is an Agreement between Pet-Fit Resort, Inc., a Kentucky corporation doing business as Pet-Fit Resort, Inc., Pet-Fit, ("Pet-Fit"), ("Pet-Fit Resort") and the pet owner whose name is and whose address is and whose signature appears on Page 2 (hereinafter called "Owner"). Following are the terms of service for the stay of the Owner's pet (Name) (the "Pet") as a boarding or daycare guest of Pet-Fit Resort:

Pet-Fit Resort, Inc. is a member only boarding facility, meaning that we limit our guest to members only. However, we do allow new clients to have a three stay trial at our facility before requiring that they purchase membership. Owners understand that the rates do differ for members and non-members. Owners also understand that if an appointment is scheduled after a membership has expired the membership renewal will be charged to them during that stay.

1. By signing this Agreement and leaving your pet with Pet-Fit, Owner certifies to the accuracy of all information provided to Pet-Fit in writing or orally about the Pet. Pet-Fit reserves the right to deny admittance to the Pet or any pet for any reason at any time.
2. Owner specifically represents that he or she is the sole owner of the Pet, free and clear of all liens and encumbrances.
3. Owner specifically represents to Pet-Fit that, to Owner's knowledge, the Pet has not been exposed to any contagious diseases within a 30 day period prior to check-in. Owner represents that each time Pet is brought to Pet-Fit, Owner is recertifying that the Pet is in good health and has not had any communicable illness of any kind for 30 days prior to check in. Owner further agrees to provide Pet-Fit with proof of required vaccinations upon request and prior to check in. In addition, 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, Pet-Fit will administer a flea bath to the Pet at Owner's expense.
4. While Pet-Fit makes every effort to ensure the pets staying at Pet-Fit are healthy by requiring their owners to affirmatively represent that all vaccines for their pet are current, Owner acknowledges and is aware that the employees of Pet-Fit are not veterinarians and do not have backgrounds in animal medicine and are not expected to diagnose or detect illnesses in the pets that are staying at Pet-Fit. In addition, Owner acknowledges and is aware that vaccines do not protect against all communicable illnesses that may affect a pet. 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 PET-FIT.
5. PET-FIT AGREES TO EXERCISE REASONABLE CARE FOR THE PET DURING ITS STAY AND, IF APPLICABLE, DURING TRANSPORT. IF PET IS TRANSPORTED TO OR FROM PET-FIT BY PET-FIT STAFF, OWNER HOLDS PET-FIT HARMLESS IN THE EVENT OF INJURY OR ACCIDENT DURING TRANSPORTATION. IT IS EXPRESSLY AGREED BY OWNER AND PET-FIT THAT PET-FIT'S LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF THE CURRENT CHATTEL VALUE OF A PET OF THE SAME BREED OR THE SUM OF \$400.00 PER ANIMAL ADMITTED.
6. Owner agrees to be solely responsible for any and all acts or behavior of the Pet while in the care of Pet-Fit, to include payment of costs for injury to staff or other animals or damage to facilities caused by the Pet. Owner further indemnifies Pet-Fit against any claims made against Pet-Fit or its employees or members or other agents or losses or damages of any kind suffered by Pet-Fit as a result of Owner's failure to inform Pet-Fit of any pre-existing condition the Pet may have (such as illness or aggression problems) or which were otherwise caused by the Pet.
7. Owner understands that when dogs are being boarded, trained, or in daycare, that nicks and scratches may occur. Staff may or may not notify Owner immediately if the Pet sustains any nicks or scratches and if the Pet is not seriously injured, Pet-Fit staff may wait and notify Owner when the pet is picked up by or delivered to the Owner.
8. Owner agrees to pay the pet care service rate and any additional services requested when Owner picks up Pet.
9. Owner further agrees that the Pet shall not leave the facility until all charges due are paid by Owner or proper payment arrangements are agreed upon by both parties.
10. Owner agrees that if he/she is a "no-show" to any reservation and he/she fails to cancel 24 hours prior to check in, he/she shall be charged for one (1) nights stay if it not during a peak or holiday period. Owner further agrees that if he/she is a "noshow" during a peak or holiday period and he/she has not canceled three (3) days prior to check in, he/she will be charged for a three night stay.
11. All charges incurred by Owner and not previously paid shall be payable upon pickup or delivery of Pet, or when billed by Pet-Fit at the address listed on this contract. Pet-Fit shall have, and is hereby granted, a lien on the Pet for any and all unpaid charges resulting from services provided by Pet-Fit. The Owner hereby agrees that in the event the charges are not paid when due in accordance with this contract, Pet-Fit may exercise its lien rights within thirty days after written notice has been given by Pet-Fit to Owner by certified mail to address shown on contract. Owner certifies that they understand that any pet left for this thirty days

after the written notice without resolving the unpaid charges or making arrangements to do so or failure to contact us in this time period, shall be deemed abandoned, and it may be necessary to find a suitable adoption home for the pet in order to assure their best interest. This, however, does not negate the owners financial liability for the unpaid debt.

12. In an emergency, Pet-Fit will attempt to contact the Pet's personal veterinarian as well as the emergency contact provided by Owner; however, such an emergency might not provide the time to do so prior to the administration of care. Owner authorizes Pet-Fit to obtain medical attention for Pet from any qualified veterinarian and to transport Pet to and from that veterinarian when Pet-Fit deems such medical care is important to Pet's health. Owner grants Pet-Fit or its employees or agent's full power of decision making involving the medical treatment of Pet and agrees to pay for all costs. This applies to any claims for injuries or damages related to such medical care or transport. In the event of a Pet's death the Owner's emergency contact will be notified immediately.

13. Owners understand that it is at the sole discretion of Pet-Fit and its staff members to decide what is in the pets best interest during our stay. This includes but is not limited to limiting or eliminating treats, not allowing toys or bones, making changes in the feeding schedule and food given to the pet, and removing beds.

14. This Agreement contains the entire agreement between the parties.

15. 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 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 costs of such arbitration and reasonable attorney's fees of the prevailing party. The arbitrator(s) shall apply Kentucky law to the merits of any dispute or claim, without reference to conflicts of law rules. The parties hereby consent to the personal jurisdiction of the state and federal courts located in Kentucky 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 13, 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 ARBITRATION, 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 OF THE RELATIONSHIP BETWEEN THE PARTIES.

Signatures:

Pet-Fit Resort, Inc. Representative: _____

Printed Name: _____

Owner: _____

Printed Name: _____

Owner address: _____

Date: _____

Notes:

1. Required immunizations for dogs are: DHLPP (Distemper, Hepatitis, Leptospira, Parvovirus, Parainfluenza), Rabies and Bordatella.

2. Required immunizations for cats are: FVRCP (Feline Viral Rhinotracheitis, Calicivirus, Panleukemia, FELV (Feline Leukemia Virus), Rabies and FPV (Feline Parvovirus).