

Prairie Pawz 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 PRAIRIE PAWZ LLC, 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 Prairie Pawz, LLC by signing this document, I _____ Owner/Guardian, make the following representations, certify the accuracy of all information provided to Prairie Pawz LLC at any time, and agree to all the following policies, procedures, terms, and conditions stated below in this Prairie Pawz LLC Boarding and Services Agreement.

Policies, Procedures, Terms, and Conditions

- 1. Refusal of Service.** I understand Prairie Pawz LLC reserves the right to deny admittance to any pet for any reason, at any time.
- 2. Pet Requirements:** I represent that my pet(s) meets all of the following requirements: (1) is twelve weeks of age or older, (2) is current on his/her required vaccinations, (3) is on a monthly flea and tick preventative medication as well as a heartworm preventative, (4) has been in good health for the last 30 days prior to check-in, (5) my pet(s) is not aggressive or toy protective, (6) I have completed the Dog or Cat Profile, (7) my dog(s) will enter and exit Prairie Pawz LLC facility on a leash, and (8) my cat(s) will enter and exit The Prairie Pawz LLC facility in a cat carrier.
- 3. Health.** I represent that my pet(s) has not had any sedatives within 24 hours of services or any contagious illnesses of any kind for 30 days prior to check-in. I am aware and understand that Prairie Pawz LLC employees are not veterinarians and do not have backgrounds in animal medicine. Prairie Pawz LLC employees cannot diagnose or detect illnesses in the pets that are staying at Prairie Pawz LLC. I agree to assume all risk associated with the administration of medication by Prairie Pawz LLC 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(s). I HEREBY AGREE TO INDEMNIFY PRAIRIE PAWZ LLC, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS AGAINST ANY CLAIMS MADE AGAINST PRAIRIE PAWZ LLC, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS AS A RESULT OF MY FAILURE TO INFORM PRAIRIE PAWZ LLC OF ANY PRE-EXISTING MEDICAL CONDITIONS THAT MY PET(S) MAY HAVE.
- 4. Flea and Ticks.** I agree that if any fleas or ticks are discovered on my pet(s) during check-in or at any other time while my pet(s) is receiving services at Prairie Pawz LLC, that Prairie Pawz LLC may administer a flea bath and flea spot treatment at my expense and any other measures required to rid the flea/ticks from Prairie Pawz LLC.
- 5. Veterinarian Care.** I agree to allow Prairie Pawz LLC to obtain veterinarian medical treatment for my pet(s), if, in its sole discretion it appears that, the pet(s) is ill, injured, or exhibits any other behavior that would reasonably suggest that my pet(s) might need medical treatment. Medical treatment may require transportation of my pet(s) to receive care and I hereby authorize such transportation. I grant Prairie Pawz LLC full authority to make decisions involving the medical treatment of my pet(s) during its stay at Prairie Pawz LLC. I agree that I am fully responsible for the cost of any such medical treatment and transportation.

- 6. Veterinarian Liability:** I agree that I am assuming all risk of illness, disease, harm or otherwise to my pet(s) by allowing my pet(s) to participate in services at Prairie Pawz LLC. Furthermore, I agree that I am assuming all risk of the consequences associated with any decisions made by Prairie Pawz LLC relating to the medical care and transportation of my pet(s). I agree to be solely financially responsible for any and all veterinarian care of my pet(s) while in the care of Prairie Pawz LLC or as a result from time spent at Prairie Pawz LLC. **IN ADDITION, I AGREE THAT IF MY PET(S) IS INJURED BY ANOTHER PET, I HEREBY RELEASE PRAIRIE PAWZ LLC, ITS OWNERS, EMPLOYEES, VOLUNTEERS, AND AGENTS FROM ALL LIABILITY AND FINANCIAL RESPONSIBILITY FOR SUCH INJURY. I FURTHER UNDERSTAND THAT IF MY PET(S) BITES A HUMAN OR PET, THAT PRAIRIE PAWZ LLC MAY CONTACT THE APPROPRIATE AUTHORITIES.**
- 7. Transportation.** I agree that if my pet(s) is transported to or from Prairie Pawz LLC by Prairie Pawz LLC, its owners, directors, officers, employees, volunteers, or agents that I AGREE TO HOLD PRAIRIE PAWZ LLC, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, OR AGENTS HARMLESS IN THE EVENT OF INJURY OR ACCIDENT DURING TRANSPORTATION.
- 8. Dog Daycare.** I understand that Prairie Pawz LLC is a cage-free facility utilizing playgroups where multiple dogs interact. I understand that dogs play with their mouth and paws, which can result in nicks and scratches on my pet(s). While Prairie Pawz LLC provides reasonable care and supervision in the playgroups, I understand and agree that Prairie Pawz LLC employees may not notice these nicks or scratches before my pet(s) departure and, therefore, I might not be notified. I understand that if my pet(s) need a daytime meal that I will provide Prairie Pawz LLC with their food and an additional fee will be charged for administration.
- 9. Aggressive Dogs.** I certify that my dog(s) is not aggressive and I understand that aggressive dogs are not permitted to participate in services at Prairie Pawz LLC. If my dog acts aggressively or exhibits unacceptable behavior, he/she may be separated from the other dogs. I authorize Prairie Pawz LLC to use squirt bottles, citronella spray, crates, 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 I ABANDON MY PET AT PRAIRIE PAWZ LLC, I MAY BE UNABLE TO RETRIEVE MY PET AND WILL HAVE NO RECOURSE AGAINST PRAIRIE PAWZ LLC.
In addition, I understand that I will still be responsible for the unpaid charges incurred for my pet(s) stay. Prairie Pawz LLC will make every attempt to contact me and the emergency contact(s) listed. If after 48 hours, Prairie Pawz LLC is unable to contact me, the proper authorities will be called and appropriate actions will be taken. I understand that I will be charged a boarding fee accordingly.
- 11. Photo and Video Release.** I agree to allow Prairie Pawz LLC to use my pet(s) name(s) and any images or videos taken while he/she is in the care of Prairie Pawz LLC, 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 Prairie Pawz LLC shall not be responsible or liable for any lost, stolen, or damaged personal property belonging either to my pet(s) or me. When I bring in personal property I understand that everything must be labeled with my pet(s) name (first and last).
- 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 Prairie Pawz LLC. I give express permission to Prairie Pawz LLC to charge any of the credit card numbers I provide at the end of this agreement 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. *10 and 20 Packs are non-refundable after first use.*
- 14. Reservations.** I understand that confirmed reservations are required for boarding and daycare services at Prairie Pawz LLC. I understand there is a three (3) night minimum for all boarding reservations during any Peak/Holiday hours. For longer stays, a deposit may be required. For extending stays, balance must be paid in full prior to extension and there must be availability.

15. Cancellations. Daycare: I understand that for daycare, reservations must be cancelled within 24 hours.
Boarding: I understand that all confirmed reservations must be cancelled at least four days prior to my pet(s) reserved arrival date for boarding.

For daycare and/or boarding, I understand that if I do not provide proper notification as listed above, I will be charged 50% of my booking.

16. Check In & Check Out Times:

Daycare: Check In: M-F 7am-9am

Check Out: by 6pm

Boarding: Check In: M-F 12pm-5pm

Check Out: M-F 8am-10am

Sat/Sun: 10am-12pm

Sat/Sun: 8am-10am

17. Late Fees: Daycare: I understand that if I arrive after 6pm to pick up my dog(s) a late charge of \$20 will be applied.

Boarding: I understand that if I am unable to pick up my dog(s) by 10am, I can choose to have them in daycare for an additional fee of \$14 on M-F. However, if I am unable to pick up my dog(s) by 10am on Sat/Sun I will be charged an additional fee of \$10 per hour after 10am. If I am boarding my cat and unable to pick them up by 10am M-Sun, I understand I will be charged an additional fee of \$10 per hour after 10am.

Prairie Pawz LLC will be closed on holidays for daycare and drop off and pick up of boarded animals.

18. Early Departure: Regardless of the reason, once a pet(s) stay has begun, I understand that I am responsible for payment of all days reserved, regardless of picking my pet(s) up prior to the scheduled departure date.

19. Boarding: Prairie Pawz LLC requires that you bring your own pet(s) food for their boarding stay. If the food you provide runs out during your pet(s) stay, permission is given for Prairie Pawz LLC to provide food that they have in stock, to my pet(s) for an additional fee.

20. Policies: I acknowledge that I have received, reviewed and signed a copy of Prairie Pawz LLC Boarding and Services Agreement. **I hereby agree to be fully bound by all the terms and conditions of Prairie Pawz LLC Boarding and Services Agreement.**

21. 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 Prairie Pawz LLC. I understand that Prairie Pawz LLC is relying on and will rely on those representations to provide a safe environment for both humans and animals.

22. 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.

23. Waiver, Release and Indemnification. I release, waive, discharge, indemnify and agree to hold Prairie Pawz LLC, its owners, directors, officers, employees, volunteers, 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 Prairie Pawz LLC, its owners, directors, officers, employees, volunteers, or agents including without limitation: 1. Any inaccuracy in any statement made by myself or information provided by me to Prairie Pawz LLC, 2. My pet(s), including but not limited to destruction of property, dog/cat bites, injury, and transmission of disease and 3. Any action by myself that is in breach of the terms of this agreement.

24. Sole Agreement: This writing represents the sole agreement between Prairie Pawz LLC and the Owner/Guardian.

25. Affirmation: Each time I bring my pet(s) into Prairie Pawz LLC, 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, ASURANCE OR GUARANTEE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO PRAIRIE PAWZ LLC, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, 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 and acknowledge these claims are subject to change without notice. I will check prairiepawz.com for the most current agreements, or contact Prairie Pawz LLC staff.**

Signature or Owner/Guardian: _____

Date: _____

Credit Card Information:

Mastercard Visa Discover American Express

Name (as it appears on your card): _____

Card Number: _____

Expiration Date: ____/____

CVV: _____

(Rev. 11/07/18)