

This Agreement and the Supplements referred to apply to all visits by your Pet to the PetsHotel ("Hotel") or to Doggie Day Care/Camp ("DDC"). Unless specified, the terms of this Agreement cover the Hotel and DDC.

1. **Services.** We agree to provide the specific services ("Services") to your Pet for each visit as indicated on the Service Card that will be filled out for each of your Pet's visits. We will exercise reasonable judgment as we provide the Services.
2. **Payment for Services.** You agree to pay us 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 on the Departure Date and additional Charges will be due for late check out. If you do not pay your bill in full at check-out, PetSmart is required to return your Pet to you at the time of check-out. You understand, however, that you will remain liable for all Charges incurred during your Pet's stay, and PetSmart reserves the right to collect any unpaid balance.
3. **Reservations.** Reservations are accepted but not guaranteed without verification of PetSmart requirements.
4. **Cancellations.** If you need to cancel your reservation, please do so at least (2) days prior to your arrival date. PetSmart reserves the right to charge late cancellation fees.
5. **Your Agent*.** You must provide an adult, over the age of 18, as your Agent. Your Agent must also be someone other than the primary Pet Parent(s) and should not be someone traveling with you if you are leaving town. If we cannot reach you, you authorize us to contact your Agent. You agree that your Agent shall have your full and complete authority to make any and all decisions, including those related to the health of your Pet and the expenditure of funds, for or on behalf of you and your Pet.
6. **Emergencies.** In 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.
7. **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 the Pet(s) as we want to be sure we only release your Pet to you, your Agent or such other individual(s) designated by you in writing as authorized to pick up your Pet.
8. **Pet Health and Behavior.** We reserve the right to refuse to accept a Pet at check-in for any reason, including without limit, if it appears to us the 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 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 may provide the appropriate flea or tick removal treatment, and you authorize us to provide such service at your additional expense.
 - We may accept certain older Pets and we may administer routine medication for chronic conditions, but we are not equipped to care for acutely sick Pets or aggressive or biting Pets.
 - You represent that to the best of your knowledge, your Pet has not been exposed to rabies, distemper, or parvovirus within 30 days prior to beginning its stay with us.
 - If your Pet has been treated for a contagious illness, we cannot accept your Pet for at least two (2) weeks after treatment has been completed and a statement of health is obtained from a licensed veterinarian.
 - You acknowledge that we may contact appropriate authorities if your Pet bites another Pet or any person.
 - You acknowledge and agree that in the unlikely event your Pet becomes ill or injured, or if your Pet has a pre-existing 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 provide any such service at your additional expense. In cases we believe to be critical, we may take your Pet to the veterinarian first before trying to contact you. If you refuse medical treatment for your Pet, PetSmart, at its sole discretion, may 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 at your additional expense. If we cannot reach you or your Agent, we will make healthcare decisions for your Pet based on the recommendations of available professionals.
 - In the unfortunate event that your pet passes away while in our care, we will hold your pet until you or your Agent are able to pick up your pet; or if you wish, at your expense, we will arrange to have your pet cremated.
9. **Contact with Other Pets.** While your Pet is staying with us, he or she will come into contact with other Pets. Every effort will be made to ensure the safety of our guests by enforcing strict restrictions on Pets as set forth in PetSmart's procedures.
 - You acknowledge and agree that in the unlikely event your Pet is injured by another Pet, **YOU RELEASE PETSMART AND ITS AGENTS FROM ANY LIABILITY FOR SUCH INJURY.**
 - If your Pet injures another Pet, you will be solely responsible for any injury to the other Pet(s) as well as your own Pet, and **YOU RELEASE PETSMART AND ITS AGENTS FROM ANY LIABILITY FOR SUCH INJURY.**
 - Communicable diseases: all Pets coming into the Hotel and DDC are required to be vaccinated. However, it is still possible for a Pet to become ill, even if vaccinated. You understand this risk and agree that PetSmart is not liable for any illness suffered by your Pet during or after its stay, including but not limited to Tracheobronchitis (Canine Cough).

10. **Pets not picked up on Departure Date.** If you or your Agent do not pick up your Pet at the agreed upon time, you hereby authorize us 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.
11. **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 medication administration necessary to ensure Pet health and safety and basic boarding services (food, water, relief time and shelter). DDC guests may be converted to boarding services if the Pet has not been picked up within the lobby hours and you shall pay the expense;
 - We will attempt to contact you 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 PETSMART FROM ALL FURTHER LIABILITY AND RESPONSIBILITY FOR YOUR PET.**
 - You shall remain liable to us for all unpaid Charges, including without limit the court costs and reasonable attorneys' fees incurred in the collection of the Charges.
12. **Your representations to us.** You represent to us that you are the owner of the Pet 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, we will exercise reasonable judgment based on the known facts and we may, in our sole discretion, require proof of ownership, a written property settlement agreement or court decree.
 - To the best of your knowledge, your Pet has no illness, injury or behavior problem (including aggressive or biting behavior) that has not been disclosed to us.
 - You agree to indemnify and hold us 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.
13. **Miscellaneous Provisions.** This written Agreement constitutes our entire and only agreement and there are no oral agreements or understandings except as provided for in this Agreement.
 - This Agreement shall bind us and our assigns and you and your heirs and assigns.
 - The law that applies to the Agreement is the law of the state or province and municipality where your Pet is to stay. If there are disputes that result in litigation, the courts of the state or province and municipality where your Pet is to stay shall have exclusive jurisdiction.
14. **Personal items.** Do not bring items with your Pet that are valuable or irreplaceable. PetsHotel is not responsible for loss or damage to any personal item or toy left with your Pet.
15. **Definitions.** The terms used throughout this Agreement, whether capitalized or not, and in either the singular or plural form, shall mean as follows: "We," "us," "DDC" and "Hotel" means PetSmart, Inc. and its subsidiaries. "You" and "your" shall mean the Pet Parent(s) signing this Agreement. "Pet" shall mean the dog(s) and cat(s) staying at PetsHotel and "your Pet" 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 Signature

Date

Pet Parent Name – please print

Home Phone

Address (Street or Mailing Address)

Cell Phone

Address (City, State, Zip Code)

E-mail address: _____

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

Agent 1 Name: _____

Home Phone: _____

Relationship to Pet Parent: _____

Cell Phone: _____

Agent 2 Name: _____

Home Phone: _____

Relationship to Pet Parent: _____

Cell Phone: _____

PetsHotel Associate Initials: _____