

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.

1. **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 filled out by you for each of your Pet's visits ("Services"). You are obligated to provide complete, truthful and accurate information and agree to update the information as necessary to ensure ongoing truthfulness and accuracy. We will exercise reasonable judgment as we provide the Services based on commercially reasonable standards and the information you provide to us.
2. **Payment for Services.** You agree to pay us for the Services we provide to your Pet(s) 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(s). 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, you must do so at least (2) days prior to your scheduled 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 a contact ("Agent") for the Hotel if you are unable to be reached in case of emergency. Your Agent must also be someone other than the primary Pet Parent(s) and not 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 despite our best efforts.
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) to ensure we only release your Pet to you, your Agent.
8. **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.
9. **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 may provide the appropriate flea or tick removal treatment, and you authorize us to provide such service at your additional expense.
 - You represent that your Pet has no illness, injury or behavior problem (including aggressive or biting behavior) that has not been disclosed to us.
 - We may accept certain older Pets and we may administer routine medication for chronic conditions, but we will not accept acutely sick, aggressive or biting Pets.
 - 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 us.
 - If your Pet has 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 is obtained from a licensed veterinarian.
 - You acknowledge that we may, at our discretion, contact appropriate authorities if your Pet bites another Pet or any person, including, but not limited to, local Animal Control.
 - 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 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.
 - **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. (Owner's Initials _____)**
 - 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, and at your sole expense, we will arrange to have your pet cremated.
10. **Contact with Other Pets.** While your Pet is staying with us, he or she will 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.

First Name: _____
Pet 3: _____

Pet 2: _____

Last Name: _____
Pet 1: _____

- You acknowledge and agree that in the unlikely event your Pet is injured, YOU RELEASE AND DISCHARGE PETSMART AND ITS AGENTS FROM ANY LIABILITY FOR SUCH INJURY.
 - If your pet injures another pet or any person, you will be solely responsible for any injury to the other Pet(s) or person(s), as well as your own Pet, 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.
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. 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 (Canine Cough) or H3N8 and H3N2 (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 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. 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.
 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 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 to us 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 we will require proof of ownership, a written property settlement agreement or court decree.
 - 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
 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 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.
 - We may take a photo(s) of your Pet while your Pet is receiving our Services or in our care ("Photo"). You hereby grant PetSmart the perpetual, irrevocable, royalty-free right and license to publish, distribute, adapt, modify, or otherwise use the Photo(s), 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, Inc., 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) staying at the Hotel or DDC and 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

 Address (Street or Mailing)

 Email Address

 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