

PetsHotel and Doggie Day Camp Service Agreement



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

Pet Parent First Name:

Pet Parent Last Name:

Pet 3:

Pet 2:

Pet 1:

- 1. Services.** PetSmart will provide the services to your Pet as indicated on the Service Card/Pet Evaluation completed by you for each of your Pet(s) visits ("Services"). You are obligated to provide complete, truthful, and accurate information regarding any medical conditions, aggressiveness, or other conditions of your pet and agree to inform PetSmart of any changes or new information. PetSmart will exercise reasonable judgment on the suitability of Services we provide to your Pet based on commercially reasonable standards and the information you disclose to us.
- 2. Payment for Services.** You agree to pay PetSmart for the Services provided to your Pet at the rates in effect at the start of each visit (collectively the "Charges"). It is your obligation to review the rate of the services to be provided to your pet before agreeing to have the Services provided and leaving your pet with us. Prices are subject to change without notice and seasonal rates may apply. Charges begin on the day you leave your Pet and PetsHotel check-out time is noon (12:00 p.m.) on the departure date. Picking up your pet after check-out time may result in additional Charges. You are responsible for paying your bill in full at check-out. PetSmart reserves the right to collect any unpaid balance, including, but not limited to transferring responsibility for collecting the unpaid balance to a debt collection agency.
(Pet Parent Initials): [REDACTED]
- 3. Reservations.** Reservations are accepted but Services being provided is not guaranteed without verification of PetSmart's Pet Health and Behavior requirements.
- 4. Cancellations.** To avoid a late cancellation charge, you must cancel your reservation at least two (2) days prior to your pet's scheduled arrival date. PetSmart reserves the right to charge a late cancellation fee.
- 5. Your Agent*.** You must designate an Agent for PetSmart in the event you are unable to be reached in case of emergency. Your Agent must be an adult, over the age of 18, and be someone other than the primary Pet Parent(s). If you are traveling, the Agent cannot be someone traveling with you. If we cannot reach you, you authorize PetSmart to contact your Agent. You authorize your Agent to pick up your Pet and make any and all decisions for your Pet, including health-related decisions, and the expenditure of funds for, or on behalf of, your Pet.
- 6. Emergencies.** In the event of an emergency or natural disaster, we will attempt 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. You attest that you or your agent dropping off and picking up your pet(s) for services are an adult, 18 years or older. Government-issued identification is required to verify that we only release your Pet to you or your Agent.
- 8. Personal items.** PetSmart is not responsible for loss or damage to any personal item or toy left with your Pet. Do not bring or leave items with your Pet that are valuable or irreplaceable.
- 9. Pet Health and Behavior.** We reserve the right to refuse to accept a Pet at check-in, transport it for medical attention, and/or to make temporary alternative arrangements to house and care for your Pet until you or your Agent can retrieve the Pet 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 will require the appropriate flea or tick removal treatment, and you authorize PetSmart to provide appropriate treatment, and you agree to cover the cost of such treatment.
 - You represent that your Pet has no illness, injury, or behavior problem (including aggressive or biting behavior) that has not been disclosed to PetSmart.
 - While we may accept senior pets and pets with chronic conditions that require long-term medications, we will not accept pets that are in frail health or decompensating from either their age or condition.
 - 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 PetSmart.
 - If your Pet has recently 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 from a licensed veterinarian is provided at check-in.
 - 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 seek treatment and provide any such service, and you agree to reimburse PetSmart for the cost of the medical care and treatment. In cases we believe to be critical or medical emergencies, we may take your Pet to the veterinarian before trying to contact you. If at any time you refuse medical treatment for your Pet, PetSmart may, at its sole discretion, 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 and agree to reimburse PetSmart for the cost of the medical care and treatment. You understand and agree that if we cannot reach you or your Agent, PetSmart 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 PETSMAINT IN CONNECTION WITH ANY AND ALL MEDICAL TREATMENT PERFORMED ON YOUR PET DURING, OR IN CONNECTION WITH, YOUR PET'S STAY.** (Pet Parent Initials): [REDACTED]
 - In the unfortunate event that your Pet passes away while in our care, we will have your Pet held at veterinary facility 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. If we cannot reach you or your Agent in a timely manner, you authorize PetSmart to engage the services of a veterinarian to perform a necropsy on your pet and to cremate your pet.
- 10. Contact with Other Pets.** While your Pet is staying with us, he or she may 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. 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. You acknowledge and agree that in the unlikely event that your pet(s) is(are) injured while sharing a room with your consent, **YOU RELEASE AND DISCHARGE PETSMAINT AND ITS AGENTS FROM ANY LIABILITY FOR SUCH INJURY.**
- 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 with a contagious condition. 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 (Kennel Cough), Feline Upper Respiratory Infections, Parvo, Distemper, Leptospirosis, Giardia, or 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 PetSmart 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 your Pet has not been picked up within the lobby hours and you agree to pay the additional expense for this Service.

- 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 and your Agent 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 PETSMAART 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 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, PetSmart will require proof of ownership, a written property settlement agreement, or a court decree.
- You agree to indemnify and hold PetSmart 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. Customer Information/Indemnification.** In the event your pet is involved in an incident (e.g. biting a person or another pet) ("Incident"), you authorize PetSmart to release your name and contact information to any party involved in the Incident and/or government authorities. You agree to defend and indemnify PetSmart for any claims, damages, or costs arising out of or related to any Incident, including, but not limited to, providing inaccurate information regarding any medical conditions, aggressiveness, vaccinations, or conditions resulting from anxiety that your pet might experience.
- 16. Limitation Of Liability.** Except where not allowed by law, PetSmart is not liable to you or any other person for any indirect, incidental, consequential, special, exemplary, or punitive damages for any matter arising out of or relating to the services performed under this agreement, whether such liability is asserted based on contract, tort or otherwise.
- 17. Arbitration.** YOU AND PETSMAART AGREE THAT EXCEPT FOR STATUTORY OR COMMON LAW CLAIMS RELATED TO INTELLECTUAL PROPERTY AND DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES BETWEEN US WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION PURSUANT TO THE AMERICAN ARBITRATION ASSOCIATION'S CONSUMER ARBITRATION RULES AND ITS CONSUMER DUE PROCESS PROTOCOL AND AS FURTHER DESCRIBED IN THE ARBITRATION PROVISIONS AND PROCEDURES SET FORTH AT [HTTPS://WWW.PETSMAART.COM/HELP/TERMS-AND-CONDITIONS-H0010.HTML](https://www.petsmart.com/help/terms-and-conditions-h0010.html). PLEASE REVIEW THESE TERMS CAREFULLY. IN ARBITRATION, THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT. ALL ARBITRATION CLAIMS SHALL BE SUBJECT TO THE LAWS OF THE STATE IN WHICH YOUR CLAIM AROSE, AND ALL CLAIMS SHOULD BE SUBMITTED TO PETSMAART AT PETSMAART LLC, ATTN: GENERAL COUNSEL, 19601 N. 27TH AVENUE, PHOENIX, AZ 85027 OR VIA E-MAIL TO LEGAL@PETSMAART.COM.
- 18. 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 PetSmart and its successors assigns and you, and your heirs, successors, and assigns.
 - The law that applies to the Agreement is the law of the state or province and municipality where the Hotel or DDC is located. If there are disputes that result in litigation, the courts of the state or province and municipality where the Hotel or DDC is located shall have exclusive jurisdiction.
 - We may take a photo(s) of your Pet while your Pet is receiving our Services or in our care ("Photos"). You hereby grant PetSmart the perpetual, irrevocable, royalty-free right and license to publish, distribute, adapt, modify, or otherwise use the Photos, or any portion thereof, in any manner for any commercial or non-commercial purpose without notice to you or your review or approval.
- 19. 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 LLC, 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) 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 Number

Street/Mailing Address

Email 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