



This Agreement and any Supplements referred to herein apply to all visits your Pet(s) make to a PetSmart store to shop or for Services.

- 1. Services.** PetSmart will provide the services to your Pet as indicated on the Service Card/Pet(s) Evaluation (“Services”). You agree to provide complete, truthful, and accurate information regarding any medical conditions, aggressiveness, or other conditions of your Pet and 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.
- Your Pet must be healthy.
 - All illness, injury, or behavior problems (including aggressive or biting behavior) must be disclosed.
 - At our request, we must have confirmation from a licensed veterinarian or approved designee that your Pet has received all required vaccinations.
 - You represent and affirm that your Pet has not been exposed to rabies, distemper, parvovirus, or any other contagious illness in the 30 days prior to being brought to PetSmart.
 - If your Pet has recently been treated for a contagious illness, we will not provide Services to your Pet for at least two (2) weeks after treatment has been completed and a statement of health from a licensed veterinarian is provided.
 - We may accept senior Pets and Pets with chronic conditions that require long-term medications, but we do not accept Pets that are in frail health or decompensating from either age or condition.
 - If your Pet is found to have fleas or ticks while in our care, we require that it be treated for flea or tick removal. If fleas or ticks are discovered on your Pet, you authorize PetSmart to provide an appropriate treatment at your expense.
- 2. Sole Ownership.** You represent that you are the owner of the Pet and are authorized to enter into this Agreement. In the case of an ownership (or Pet custody) dispute, PetSmart will require proof of ownership, a written property settlement agreement, or a court decree prior to releasing a Pet to someone claiming to own or have custody of a Pet. 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 Services provided to your Pet including, without limitation, any person claiming to be the owner of your Pet and any person claiming damage or injury caused by your Pet.
- 3. Reservations.** Reservations may be accepted, but Services are not guaranteed without verification of PetSmart’s Pet Health and Behavior requirements (as set out at petsmart.com).
- 4. Cancellations.** A cancellation fee may be charged for a reservation cancelled less than two (2) days prior to the Pet’s scheduled arrival date.
- 5. Agent.** You must designate an agent other than the primary Pet Parent over the age of 18 authorized to pick up your Pet and make all decisions for your Pet, including health-related decisions and the expenditure of funds for, or on behalf of, your Pet. You authorize PetSmart to contact the agent in the event of an emergency and we are unable to reach you. If you are traveling, the agent cannot be someone traveling with you.
- 6. Personal items.** PetSmart is not responsible for loss or damage to personal items or toys left with your Pet. Do not leave items that are valuable or irreplaceable.
- 7. Payment for Services.** You agree to pay PetSmart for the Services provided at the rates in effect at time the Service(s) begin, along with any other fees incurred under the terms of this agreement (collectively the “Charges”). Rates are subject to change without notice and seasonal rates may apply. Review the current rate of the Services to be provided to your Pet(s) before agreeing to the Services and leaving your Pet with us.
- For PetsHotels, charges begin on the day your Pet arrives and 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:** _____
- 8. Refusal of Service.** We reserve the right to refuse to accept a Pet for Services, complete Services, transport a Pet for medical attention, and/or to make temporary alternative arrangements to house and care for a Pet for any reason, including without limitation, if it appears to us the Pet is sick, injured, in pain, or its behavior could jeopardize the health or safety of other Pets or our associates.
- 9. Check-In and Check-Out Times.** Check-in and check-out are posted at your local store. Hours may vary between locations. Only you or your agent may drop off or pick up your Pet for Services. Government-issued identification is required to verify that we only release your Pet to you or your Agent.
- If your Pet is not picked up at the designated date and time, you authorize PetSmart to continue to provide Services as set forth in this Agreement and to add additional Services necessary to care for your Pet(s) at your expense. Payment in full may be required prior to extending or adding 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 our Abandoned Pet Procedure.
- 10. Emergencies.**
- In the event of an emergency that requires your Pet to be moved to another location, we will attempt to contact you and/or your agent. 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 your Pet. You acknowledge that it may not always be possible to safely move your Pet despite our best efforts.
 - In the unlikely event your Pet becomes ill or injured, or if your Pet’s preexisting condition requires professional attention, and we cannot contact you or your agent at the telephone numbers provided, you authorize PetSmart, at its sole discretion, to seek treatment and administer care as we determine necessary including engaging the services of a veterinarian and/or administering medicine to your Pet. Until we can reach you or your agent, you authorize PetSmart to make healthcare decisions for your Pet based on the recommendations of available professionals.
 - In cases we believe to be critical or a medical emergency, we may take your Pet to a veterinarian before trying to contact you. Until we can reach you or your agent, in such cases, you authorize PetSmart to make healthcare decisions for your Pet based on the recommendations of available professionals. 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.
 - In the unfortunate event that your Pet passes away while in our care, we will have your Pet held at a 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.
 - You may be responsible for relevant expenses related to activities reasonably undertaken by PetSmart to address emergencies or medical interventions as set out in this Agreement.
- 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(s) 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. 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, except for 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 using the information you provided.
 - If your Pet is not picked up within a reasonable time after we have attempted to contact you using the information you provided, your Pet will be deemed to be abandoned and we will deliver the Pet to a third-party adoption partner, Animal Control or other similar government or animal welfare 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.

Pet(s) Parent First Name:

Pet(s) Parent Last Name:

Pet3: 3:

Pet 2:

Pet 1:

- You shall remain liable to PetSmart for all unpaid Charges, including without limitation any court costs and reasonable attorneys' fees incurred in the collection of the Charges.

- 13. Overnight Care:** This PetsHotel location does not provide overnight in-person care. From 9PM – 6AM Pets will be secured in their room/kennel within the facility without a PetSmart Associate on-site. During this time burglary and fire protection systems will be monitored through a 3rd party.
- 14. Socialization.** Your Pet may have an opportunity to socialize with other Pets while staying with us. We supervise Pets when they are socializing, and we require all Pets receiving Services to be vaccinated. Even with these precautions, it is still possible for your Pet to contract a contagious condition, be injured, or aggravate a preexisting condition. If you choose to have your Pet socialize with other Pets, you acknowledge this risk and release and discharge PetSmart from any liability for illness or injury suffered by your Pet as a result.
Please initial if you want your Pet to socialize with other Pets: _____
- 15. Sibling Pets.** Sibling Pets staying at our PetsHotel or Doggie Day Care can be boarded together. If you choose to board your Pets together, you release and discharge PetSmart from any liability for illness or injury suffered by either of your Pets as a result.
Please initial if you want your sibling Pet(s) to board together: _____
- 16. Release of Veterinarian Records.** You knowingly, and with informed consent, authorize the release of any and all veterinary records to PetSmart in connection with any and all medical treatment provided to your Pet during or in connection with Services provided by PetSmart.
Pet Parent Initials: _____
- 17. Photos and Video.** You agree that your Dog may be videotaped, photographed, or recorded when on PetSmart premises. You agree that PetSmart is the exclusive owner of any resulting videos, photos or recordings (“Photos/Videos”) and hereby grant PetSmart the perpetual, irrevocable, royalty-free right and license to publish, distribute, adapt, modify, or otherwise use such Photos/Videos, or any portion thereof, in any manner for any commercial or non-commercial purpose without notice to you or your review or approval, including without limitation for use on social media, in marketing materials or for website webcam streaming.
- 18. Incidents/Customer Information/Indemnification.** In the event your Pet is involved in an incident (e.g., biting or injuring a person or another Pet(s)) (“Incident”), you will be solely responsible for any injury or damage to such people or Pets, as well as your own Pet. You authorize PetSmart to release your name and contact information to any party involved in an Incident and the appropriate government authorities (if applicable). You agree to defend, indemnify and hold harmless PetSmart for any claims, damages, or costs arising out of or related to any Incident, including, but not limited to, damages occurring due to You providing inaccurate information regarding any medical conditions, aggressiveness, vaccinations, or conditions resulting from anxiety that your Pet(s) might experience.
- 19. 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.
- 20. 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 IN THE TERMS OF USE AT PETSMAART.COM. PLEASE REVIEW THESE TERMS CAREFULLY. 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.
- 21. Miscellaneous Provisions.** This written Agreement constitutes the entire and only agreement regarding Services provided to your Pet 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 Services are provided. If there are disputes that result in litigation, the courts of the state or province and municipality where the Services were provided shall have exclusive jurisdiction.
- 22. Definitions.** The terms used throughout this Agreement, whether capitalized or not, and in either the singular or plural form, means as follows: “We,” “Us,” “Doggie Day Camp,” and “PetsHotel” means PetSmart LLC, its associates, and its subsidiaries. “You” and “your” shall mean the Pet Parent signing this Agreement or their agent. “Pet” or “your Pet” shall mean the dog(s) and cat(s) designated by the Pet Parent in this Agreement.
- 23. Text Opt-In.** Yes, sign me up for text updates about my Pet related to the Services. Message and data rates may apply.

You have read and understand this entire Agreement and you agree to its terms.

Pet(s) Parent(s) Signature

Date

Pet(s) Parent(s) Printed Name

Cell Phone Number

Street/Mailing Address

Email Address

City, State, Zip Code

Designation of agents who can act on your behalf for all purposes under this Agreement:

Agent 1 Name:

Relationship to Pet(s)
Parent(s)

Cell Phone

Agent 2 Name:

Relationship to Pet(s)
Parent(s)

Cell Phone