

This Agreement referred to herein shall apply to all Owner's (hereinafter called "Owner") Pet visits to Tailwinds Pet Resort (hereinafter called "Tailwinds"). Within this agreement "Owner" shall also mean your emergency contact or designated representative or such other individual(s) designated by Owner in writing as authorized to pick up Pet or make decisions in the extent Owner cannot be reached.

1. SERVICES. Tailwinds agrees to provide the specific services ("Services") to Owner's Pet for each visit as indicated on the Pet Services form. Tailwinds will exercise reasonable judgment in all circumstances of provided Services.

2. PAYMENT FOR SERVICES. Owner agrees to pay Tailwinds for the Services provided to Owner's Pet during each visit at the rates set forth on the Services form 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 Owner's Pet is dropped-off at Tailwinds. Check-out time is determined by Services provided in the Services form; additional charges will be due for late check-out as provided on the Services form. In the event you do not pay your bill in full at time of check-out, Tailwinds reserves the right to charge a Service fee comparable to the Services provided. Tailwinds is nonetheless required to return Owner's Pet at the time of check-out. Owner is liable for all charges incurred during your Pet's stay and Tailwinds reserves the right to collect any unpaid balance.

3. RESERVATIONS. Reservations will be accepted but not guaranteed without verification of Tailwinds requirements.

4. CANCELLATIONS. Owner agrees to cancel reservation at least two (2) days prior to Pet's arrival date. Tailwinds reserves the right to charge late cancellation fees as may be set forth in the Services form.

5. OWNER'S REPRESENTATIVE. Owner agrees to provide an adult, over the age of 18, as designated Representative within this Agreement. If Owner cannot be reached, Owner authorizes Tailwinds to contact the designated Representative. Owner agrees that designated Representative shall have full and complete authority to make immediate life and death decisions, including the expenditure of funds.

6. EMERGENCIES. Tailwinds agrees to make every effort to contact Owner for the retrieval of Pet in the event of an emergency. Owner agrees that Tailwinds, at its sole discretion, is authorized to transport, and/or to make temporary alternative arrangements to house and care for Pet until such time Owner can retrieve Pet.

7. CHECK-IN AND CHECK-OUT. Tailwinds is open for Check-In and Check-Out as provided in the Services form. Tailwinds may ask Owner for identification to be sure Tailwinds only releases Pet to Owner or Representative as designated in writing as authorized to pick up Pet.

8. PET HEALTH AND BEHAVIOR. Tailwinds is prepared to care for older Pets and to administer routine medications for chronic conditions, but Tailwinds is not equipped to care for acutely sick Pets or aggressive or biting Pets.

- ▶ No Pet can stay at Tailwinds until confirmation from a licensed veterinarian that all of the Pet's required immunizations meet Tailwinds requirements and the Pet is healthy as set forth in the Services form.
- ▶ If Pet is found to have fleas or ticks, Owner authorizes

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- their removal at an additional expense.
- ▶ Tailwinds reserves the right to refuse to accept a Pet if at Check-In it appears that such Pet is sick or that its behavior could jeopardize the health or safety of other Pets or staff.
 - ▶ If Pet becomes sick or injured and requires professional attention, or if Pet passes away during its stay, Tailwinds will attempt to notify Owner at the telephone numbers provided within this Agreement. If Owner cannot be reached, Tailwinds at its sole discretion may engage the services of a veterinarian and/or administer medicine or give other requisite attention to Pet, and the expense thereof shall be paid by Owner. If Owner refuses medical treatment for Pet, Tailwinds, at its sole discretion, may engage the services of a veterinarian and/or administer medicine to make Pet as comfortable as possible until picked up, and the expense thereof shall be paid by Owner.

9. PETS NOT PICKED-UP ON DEPARTURE DATE.

In the event that Pet is not picked-up on the agreed upon Departure Date, Owner hereby authorizes Tailwinds to continue to provide care as set forth in the Services form. Notwithstanding the foregoing, if such Pet is deemed abandoned under local, state, or federal laws or regulations, or in Tailwinds discretion as permitted by law, the Abandoned Pet Procedure will be followed.

10. ABANDONED PET PROCEDURE.

Unless otherwise required by applicable law: All Services for such Pet, other than Basic Services will be terminated.

- ▶ Tailwinds will attempt to contact Owner in writing at the address provided the second day following the scheduled Check-out date for Pet. Tailwinds will advise Owner that if Pet is not picked up within a reasonable time period Pet will be deemed abandoned and Tailwinds will deliver Pet to a third party adoption partner, Animal Control or other similar government agency. In no event shall Tailwinds have any further responsibility for the Pet.

- ▶ Owner remains liable to Tailwinds for all unpaid charges including the court costs and reasonable attorney's fees incurred in the collection of the Charges.

11. OWNER'S REPRESENTATIONS TO TAILWINDS.

Owner represents to Tailwinds that they are the owner of the Pet and are fully authorized to enter into this Agreement. All information in the Services form and Pet Profile are true, accurate and complete.

- ▶ To the best of Owner's knowledge, Pet has not been exposed to rabies, distemper or any contagious illness within 30 days prior to beginning its stay at Tailwinds.
- ▶ To the best of Owner's knowledge, Pet has no illness or behavior problem (including aggressive or biting behavior) that has not been disclosed to Tailwinds in the Pet Profile.
- ▶ Owner agrees to indemnify and hold Tailwinds harmless, from and against all loss, damage or expense, including attorney's fees, resulting from misrepresentations by Owner or designated Representative or resulting from Pet's stay including, without limitation, any person claiming to be the owner of Pet and any person claiming damage or injury by Pet.

12. MISCELLANEOUS PROVISIONS.

This written Agreement constitutes Tailwinds and Owner's entire and only agreement and there are no oral agreements or understandings except as provided for herein.

- ▶ This Agreement contains the entire agreement between the parties. All terms and conditions of this Agreement shall be binding on the heirs, administrators, personal representatives and assigns of the Owner and Tailwinds.
- ▶ The law that applies to the Agreement is the law of the state and municipality where Pet is to stay.
- ▶ Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this Agreement, shall be settled in accordance with the rules of the American Arbitration Association, and judgment

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upon the award rendered by an arbitrator may be entered in any Court having jurisdiction thereof. The arbitrator shall, as part of the award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party.

13. CONTACT WITH OTHER PETS.

While Owner's Pet is staying at Tailwinds, Pet may come into contact with other Pets depending on the services selected in the Services form.

- ▶ Owner acknowledges and agrees that in the unlikely event Pet is injured by another Pet, Tailwinds will not be held responsible for the injury.
- ▶ If Owner's Pet injures another Pet, Owner identified in this Agreement will be solely responsible for any injury to either or both Pets.
- ▶ Communicable Diseases: All pets coming into Tailwinds are required to be vaccinated. However, it is still possible for a pet to become ill, even if vaccinated. This is not due to any circumstance or condition at Tailwinds and Owner agrees that Tailwinds is not liable for any illness suffered by Pet during or after its stay, including but not limited to Tracheobronchitis (Canine Cough).

14. PERSONAL ITEMS.

Do not bring items with your Pet that are valuable or irreplaceable. Tailwinds is not responsible for loss or damage to any personal item or toy left with Pet.

15. PET PHOTOGRAPHS.

All photographs taken of Owner's Pet while at Tailwinds will be the property of Tailwinds and may be used for promotional purposes.

16. DEFINITIONS.

The terms used throughout this Agreement, whether capitalized or not, and in either the singular or plural form, shall mean as follows: "Tailwinds" shall mean Tailwinds Pet Resort. "Owner" shall mean the Pet Owner signing this Agreement. "Pet" shall mean the dog(s) and cat(s) staying at Tailwinds and shall refer to the Pet(s) designated by the Pet Owner in the Pet Profile.

You have read this entire Agreement and you have had the opportunity to discuss it with any of Tailwinds staff to your satisfaction, and you agree to its terms.

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Date _____

Signature of Pet Owner _____

Primary Phone _____

Printed Name of Pet Owner _____

Alternate Phone _____

Street Address/Mailing Address _____

Destination Phone _____

City, State, Zip Code _____

Vet Phone _____

Veterinarian Name/Clinic _____

Street Address/Mailing Address, City, State, Zip Code _____

Primary Phone _____

First Designated Representative (as described in item No. 5) _____

Alternate Phone _____

Street Address/Mailing Address, City, State, Zip Code _____

Primary Phone _____

Second Designated Representative (as described in item No. 5) _____

Alternate Phone _____

Street Address/Mailing Address, City, State, Zip Code _____

Pet Owner's Email _____

Tailwinds Associate Initials ►

P E R M I S S I O N T O T R E A T P E T

If your Pet becomes sick or injured and requires professional attention, or if your Pet passes away during its stay, Tailwinds will attempt to notify you at the telephone numbers provided on the Services Agreement. If you cannot be reached, Tailwinds at its sole discretion may engage the services of a veterinarian and/or administer medicine or give other requisite attention to your Pet at your expense.

Please provide a credit card to keep on file in case treatment is required? VISA: MASTERCARD: AMEX:

Credit Card Number: Expiration Date:

Name as it appears on Credit Card:

P A Y M E N T

I understand the rates, policies and practices of Tailwinds Pet Resort and have had the opportunity to ask questions about them. I understand that payment is due in full at time of check out for Overnight Care. Day Care is due at time of pick-up or may be pre-paid for one or more visits. By signing below I agree to abide by those terms and pay for all services associated with my Pet's stay and that all information about my Pet is complete and accurate on the Pet Profile form.

Signature: _____

Date: ____ / ____ / ____

