

This Agreement and the Supplements referred to herein shall apply to all visits by your Pet to the PetsHotel.

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 in all circumstances 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. Check out time is by 12:00 p.m. on the Departure Date and additional charges will be due for late check out. In the event you do not pay your bill in full at time of check-out, PetSmart is nonetheless 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 will be accepted but not guaranteed without verification of PetSmart PetsHotel requirements.
4. **Cancellations.** If you need to cancel your reservation, please do so at least (2) days prior to your arrival date. PetsHotel 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). If we cannot reach you, you authorize us to contact the individual(s) designated as your Agent. You agree that your Agent shall have your full and complete authority to make all decisions, including the expenditure of funds, for or on behalf of you and your Pet.
6. **Emergencies.** In the event of an emergency, every effort will be made to contact you or your Agent to retrieve your Pet. You agree that PetSmart PetsHotel, at its sole discretion, is authorized to transport, and/or to make temporary alternative arrangements to house and care for your Pet until such time you or your Agent can retrieve the Pet.
7. **Check-In and Check-Out.** The PetsHotel lobby is open for Check-In and Check-Out as posted at your local PetsHotel. Hours may vary between locations. We may ask you for identification 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 if it appears that 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 that the Pet has received all vaccinations required by PetsHotel.
 - If at any time your Pet is found to have fleas or ticks, we may provide the appropriate treatment for their removal, however such service will be at your additional expense.
 - We are prepared to care for older Pets and to administer routine medication for chronic conditions, but we are not equipped to care for acutely sick Pets or aggressive or biting Pets.
 - 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 in the event 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 or results in illness or injury by their stay in the hotel and requires professional attention, or if your Pet passes away during its stay, 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, PetsHotel at its sole discretion, may engage the services of a veterinarian and/or administer medicine or give other necessary attention to your Pet, and the expense thereof shall be paid by you. If you refuse medical treatment for your Pet, PetsHotel, 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 the expense thereof shall be paid by you.
9. **Contact with Other Pets.** While your Pet is staying with us, he or she may 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 will not hold us responsible for the 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.
 - Communicable diseases: all Pets coming into the PetsHotel 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 the PetsHotel and you agree that PetsHotel is not liable for any illness suffered by your Pet during or after its stay, including but not limited to Tracheobronchitis (Canine Cough).

First

Pet 3

Pet 2

Last

Pet 1

MASTER BOARDING AGREEMENT (page 2)

10. **Pets not picked up on Departure Date.** In the event that you or your Agent do not pick up your Pet on the agreed upon Departure Date, you hereby authorize us to continue to provide the daily Services as set forth in this Agreement at your expense. If an extension of Services is required, payment in full is required prior to extending such Services. Notwithstanding the foregoing, if such Pet is deemed abandoned under local, state, or federal laws or regulations, or in PetsHotel'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 at the designated check-out time:
- All Services, with the exception of medication administration necessary to ensure Pet health and safety, for such Pet other than Basic Services (as defined as Boarding) will be terminated. Day Care or Day Camp guests may be converted to Boarding Services if the Pet has not been collected within the Lobby hours and the expense thereof shall be paid by you;
 - 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. In no event shall PetsHotel have any further responsibility for the Pet.
 - You shall remain liable to us for all unpaid charges including the court costs and reasonable attorney's 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.
- 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 attorney's 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 herein.
- 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," and "PetsHotel" shall mean PetSmart, Inc.'s PetsHotelSM service. "You" and "your" shall mean the Pet Parent 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: _____