

## Boarding Agreement

This Agreement and the Supplements referred to herein shall apply to all visits by your Pet to Windmill Hill Pet Resort

1. **Services.** We agree to provide the services to your Pet for each visit as indicated on the Pet Service Card that will be filled out for each of your Pet's visits. We promise to 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 in the Services and Rates Brochure at the start of such visit (collectively the "charges"). Charges begin on the day you leave your Pet. Check out time is by 3:00 p.m. on the Departure Date and additional charges will be due for late check out as provided in the Services and Rates Brochure. We require that you leave a credit card number with us at Check-In if you have not already done so. You authorize us to obtain payment directly from your credit card issuer.
3. **Reservations.** Reservations will be accepted but not guaranteed without a credit card.
4. **Cancellation Policy.** If you cancel your reservation less than two (2) days prior to your scheduled check-in date, a fee equal to the daily rate of the room type that you reserved will be charged.
5. **Your Agent.** If we cannot reach you, you authorize us to contact the individual 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. **Check-In and Check-Out.** The Windmill Hill Pet Resort lobby is open for Check-In and Check-Out as provided in the Services and Rates Brochure. We may ask for your identification as we want to be sure we are only releasing your pet to you, your Agent or such other individuals designated by you in writing as authorized to pick up your Pet.
7. **Pet Health and Behavior.** We are prepared to care for older pets and to administer routine medications for chronic conditions, but we are not equipped to care for actually sick pets or aggressive or biting pets.
  - No pet can stay with us unless we have current confirmation from a licensed veterinarian that all of the pet's required immunizations are current and the pet is healthy as set forth in the expense.
  - If your Pet is found to have fleas or ticks, you authorize their removal at your additional expense.
  - We reserve the right to refuse to accept a pet if at Check-In it appears to us that such pet is sick or that its behavior could jeopardize the health or safety of other pets or our staff.
  - If your Pet becomes sick or injured and requires professional attention, we will attempt to notify you or your Agent. If we cannot reach you or your Agent, Windmill Hill Pet Resort at its sole discretion, may engage the services of a veterinarian and/or administer medicine or give other requisite attention to your Pet, and the expense thereof shall be paid by you.
8. **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 set forth in this Agreement.
  - Notwithstanding the foregoing, if such Pet becomes abandoned as defined below, we will follow the Abandoned Pet procedure.
9. **Abandoned Pets.** A pet shall be deemed abandoned when you or your Agent fail to pick up your Pet six (6) days after the date you have indicated is your Check-Out date. If a Pet is abandoned as defined in this agreement, we will implement the following Abandoned Pet Procedure.
  - All services for such Pet will be eliminated other than Basic services (as defined in the Services and Rates Brochure) and any medical treatment until such pet is picked up by you or your Agent or transferred to Animal Control as provided below.
  - If your Pet is not picked up within six (6) days after the check-out date or if all charges are not paid within three (3) days of the date we mail you notice that your pet is deemed abandoned, then we may deliver such pet to Animal Control as an Abandoned Pet and we shall have no 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.
10. **Your remedy to resolve dispute.** You hereby agree to release us from and liability for illness, injury, loss or death of your Pet from any cause other than our negligent acts or omissions. If our negligent acts or omissions are the cause of your Pet's illness, injury, loss or death, then our liability shall be limited to the lesser of the chattel value of your Pet or \$200.
  - Any Claim by you arising out of or relating to this Agreement shall be resolved exclusively by arbitration in accordance with the rules of the American Arbitration Association, and judgment thereof. The arbitrator shall award to the prevailing party all costs of such arbitration, including the reasonable attorney's fees incurred by the prevailing party.
  - Should you attempt to file legal action in a court in contravention of this paragraph, we shall be entitled to recover our reasonable attorney's fees in defending such action.
  - You agree that you shall release any right for compensation relating to your Pet or Your Pet's stay unless you provide us with written notice of such claim within sixty (60) days of your Pet's stay with us.

(Continued on reverse)

**Boarding Agreement (page 2)**

- If we deny or dispute your claim your only remedy will be arbitration. If you do not submit your claim to arbitration within sixty (60) days of receiving our written denial or dispute of your claim, then you shall forever be barred from arbitration or any other remedy.

11. **Your representations to us.** You represent to us that you are the sole 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 not been exposed to rabies, distemper or any contagious illness within 30 days prior to beginning its stay with us.
- To the best of your knowledge, your Pet has no illness or behavior problem (including aggressive or biting behavior) that has not been disclosed to us in writing in the supplements.
- 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, and person claiming to be the owner of your Pet and any person claiming damage or injury by your Pet.

12. **Miscellaneous Provisions.** This written Agreement and the Supplements Incorporated into this Agreement by reference constitute our entire and only agreement and there are no oral agreements or understandings except as provided for herein.

- This Agreement can only be changed in writing signed by you or your Agent and by us.
- 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 and municipality where your Pet is to stay. If there are disputes that result in litigation, the courts of the state and municipality where your Pet is to stay shall have exclusive jurisdiction.

13. **Contact with other Pets.** While your Pet is staying with us, he or she may come into contact with other Pets depending on the services you purchase.

- You acknowledge and agree that in the unlikely event that your Pet is injured by another Pet, or if your Pet injures another Pet, that you will not hold us responsible for the injury.
- Communicable diseases: all pets coming into the Windmill Hill Pet Resort are fully 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 Windmill Hill Pet Resort and you agree that you will not hold us liable in the event your pet becomes ill during or after its stay. **(Initials)**\_\_\_\_\_

14. **Personal Items.** Do not bring items with your Pet that are valuable or irreplaceable. Windmill Hill Pet Resort is not responsible for the loss or damage to any personal item or toy left with your Pet. **(Initials)** \_\_\_\_\_

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**

Agent(s) who can act on your behalf for all purpose under this Agreement

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

\*Be sure to let the above named Agent(s) know that you have chosen them to act on your behalf in case of an emergency and we are unable to contact you.