

Pawington, LLC Boarding and Services Agreement

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE PAWINGTON, LLC (referred to in this agreement as "THE PAWINGTON"), AND RELATED PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY AND UNDERSTAND ITS EFFECT, POLICIES, PROCEDURES, PET RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENTS.

In consideration for my pets being permitted to be a pet guest at The Pawington, by signing this document, I Owner/Guardian, make the following representations, certify the accuracy of all information provided to The Pawington at any time, and agree to all the following policies, procedures, terms and conditions stated below in this Pawington, LLC Boarding and Services Agreement.

Policies, Procedures, Terms and Conditions

- 1. Owner/Guardian.** I represent that I am the owner and/or authorized guardian of my pet and I am fully authorized to enter this agreement.
- 2. Refusal of Service.** I understand The Pawington reserves the right to deny admittance to any pet for any reason, at any time.
- 3. Pet Requirements:** I represent that my pet meets all of the following requirements: (1) is four months of age or older, (2) is current on his/her required vaccinations, (3) is on a monthly flea and tick preventative medication, (4) has been in good health for the last 30 days prior to check-in, (5) I have completed the Dog or Cat Profile, (6) my dog will enter and exit The Pawington facility on a leash, and (8) my cat will enter and exit The Pawington facility in a cat carrier.
- 4. Health.** I represent that my pet has not had any contagious illnesses of any kind for 30 days prior to check-in. I am aware and understand that The Pawington employees are not veterinarians and do not have backgrounds in animal medicine. The Pawington employees cannot diagnose or detect illnesses in the pets that are staying at The Pawington. I agree to assume all risk associated with the administration of medication by The Pawington during my pet's stay. In addition, I acknowledge and am aware that vaccines do not protect against all contagious illnesses that may affect my pet. I hereby agree to indemnify The Pawington, its owners, directors, officers, employees and agents against any claims made against The Pawington, its owners, directors, officers, employees, and agents as a result of my failure to inform The Pawington of any pre-existing medical conditions that my pet may have.
- 5. Flea and Ticks.** I agree that if any fleas or ticks are discovered on my pet during check-in or at any other time while my pet is receiving services at The Pawington, that The Pawington may administer a flea bath and flea spot treatment at my expense.
- 6. Veterinarian Care.** I agree to allow The Pawington to obtain veterinarian medical treatment for my pet, if, in its sole discretion it appears that, the pet is ill, injured, or exhibits any other behavior that would reasonably suggest that my pet might need medical treatment. Medical treatment may require transportation of my pet to receive care and I hereby authorize such transportation. I grant The Pawington full authority to make decisions involving the medical treatment of my pet during its stay at The Pawington. I agree that I am fully responsible for the cost of any such medical treatment and transportation.
- 7. Veterinarian Liability:** I agree that I am assuming all risk of illness, disease, harm or otherwise to my pet by allowing my pet to participate in services at The Pawington. Furthermore, I agree that I am assuming all risk of the consequences associated with any decisions made by The Pawington, relating to the medical care and transportation of my pet. I agree to be solely financially responsible for any and all veterinarian care of my pet while in the care of The Pawington, or as a result from time spent at The Pawington. **IN ADDITION, I AGREE THAT IF MY PET IS INJURED BY ANOTHER PET, I HEREBY RELEASE THE PAWINGTON, ITS OWNERS, EMPLOYEES, AND AGENTS FROM ALL LIABILITY AND FINANCIAL RESPONSIBILITY FOR SUCH INJURY. I FURTHER UNDERSTAND THAT IF MY PET BITES A HUMAN OR PET, THAT THE PAWINGTON MAY CONTACT THE APPROPRIATE AUTHORITIES.**

- 8. Transportation.** I agree that if my pet is transported to or from The Pawington by The Pawington, its employees or agents that I AGREE TO HOLD THE PAWINGTON, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS HARMLESS IN THE EVENT OF INJURY OR ACCIDENT DURING TRANSPORTATION.
- 9. Dog Daycare.** I understand that The Pawington is a cage-free facility utilizing playgroups where multiple dogs interact. I understand that dogs play with their mouth and paws, which can result in nicks and scratches on my pet. While The Pawington provides reasonable care and supervision in the playgroups, I understand and agree that The Pawington employees may not notice these nicks or scratches before my pet's departure and, therefore, unintentionally, I might not be notified.
- 10. Abandonment Notice.** I fully understand and agree that if my pet is not picked up by myself or an authorized representative within 14 calendar days after the day my pet is scheduled to depart, that my pet shall be deemed "abandoned" in accordance with California Civil Code 1834.5 and 1834.6. I understand if I abandon my pet at The Pawington, The Pawington, in its sole discretion, will try to re-home my pet, or relinquish my pet to a legal shelter of its choice. I FULLY UNDERSTAND AND AGREE THAT IF I ABANDON MY PET AT THE PAWINGTON, I MAY BE UNABLE TO RETRIEVE MY PET AND WILL HAVE NO RECOURSE AGAINST THE PAWINGTON. In addition, I understand that I will still be responsible for the unpaid charges incurred for my pet's stay.
- 11. Photo and Video Release.** I agree to allow The Pawington to use my pet's name and any images or videos taken while he/she is in the care of The Pawington, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials.
- 12. Personal Property.** I agree that The Pawington shall not be responsible or liable for any lost, stolen, or damaged personal property belonging either to my dog or me. I also understand and agree that my dog's collar will be removed in the play area to prevent injury. This includes flea collars.
- 13. GPS Collars.** We strongly recommend that GPS collars are removed prior to entering the facility. Due to playing and exercising, GPS collars may fall off on the premises. The Pawington is not liable for lost property, including GPS collars.
- 14. Service Fees.** I agree to pay for all fees, services, and products with a credit card, cash at the time of my pet's pickup from each visit at The Pawington. I give express permission to The Pawington to charge any of the credit card numbers provided on my Dog or Cat's Application for any unpaid fees, services, or products. I further agree to pay the cost of any check or debit charges returned or challenged for any reason.
- 15. Reservations.** I understand that confirmed reservations are required for boarding services at The Pawington. I understand there is a three (3) night minimum for all boarding reservations during any Peak/Holiday periods. Some Peak/Holiday periods that only require a 2-night minimum. For these dates, please contact the front desk. For longer stays, a deposit may be required. For extending stays, balance must be paid in full **prior** to extension.
- 16. Cancellations. Non-holiday/non- peak policy:** I understand that all confirmed reservations for NON-HOLIDAY/NON-PEAK DAYS must be cancelled at least three (3) days prior to my pet's reserved arrival date. I further understand that a cancellation made within three (3) days of my pet's arrival date, or a no-show will result in my credit card on file being charged \$50.
Holiday/Peak day policy: I understand that all confirmed reservations for HOLIDAY/PEAK DAYS must be cancelled at least three (3) days prior to my pet's reserved arrival date. I understand that cancellation made within three (3) days of my pet's reserved arrival date, or a no show, will result in a \$50 charge to my credit card on file.
- 17. Rescheduling Boarding:** If a boarding visit is rescheduled, the original check in date will remain the reference point of any cancellation. If a boarding stay is cancelled within our cancellation period of the original check in date, it will result in a cancellation fee. You cannot reschedule to avoid a cancellation fee.
- 18. Rescheduling Grooming:** any late, missed or rescheduled grooming appointment will result in the full charge of the expected service. They are still compensated for their time.
- 19. Check-in & Check-out Times.** I understand that checking in before 5:30 A.M. incurs an additional Boarding fee of a Small Suite (prices subject to change without notice). Check-out time is 10:00 AM. I understand checking my pet out after 10:00 A.M. will begin normal daycare rates of a half day charge until 3 pm, and a full day of daycare charge until 7 pm. I also understand that checking out after 7:00 P.M. incurs an additional Boarding fee

dependent on room necessary to accommodate your pets. At minimum, a charge of \$79.99 (this charge includes the daycare charge from that day).

20. **Early departure:** Regardless of reason, once a pet's stay has begun, I understand that I am responsible for payment of all days reserved, regardless of picking my pet up prior to the scheduled departure date.
21. **Refunds.** The Pawington will gladly accept returns of unopened and unused merchandise from our boutique within 30 days of purchase with proof of receipt. However, bowls, beds, and bedding cannot be returned and are final sale. Since packages are discounted, packages of any services are non-refundable.
22. **Resort Policies.** I acknowledge that I have received, reviewed and signed a copy of The Pawington's "Resort Policies." I HEREBY AGREE TO BE FULLY BOUND BY ALL THE TERMS AND CONDITIONS OF The Pawington's "RESORT POLICIES."
23. **Duty to Disclose.** I represent that I have disclosed and shall continue to disclose, any and all medical conditions or any other conditions, including, but not limited to, personality concerns or behaviors that may affect, limit, or prevent my pet's ability to participate in services provided by The Pawington. **I understand that The Pawington is relying on and will rely on those representations to provide a safe environment for both humans and animals.**
24. **Controversy or Claim.** I agree that any controversy or claim arising out of, or relating to this contract, or breach thereof, or as the result of any claim or controversy including the alleged negligence by any party to this contract, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. I further agree that judgment upon award rendered by an arbitrator may be entered in any Court having jurisdiction thereof and the arbitrator shall, as part of his award to the prevailing party, the cost of such arbitrations and reasonable attorney's fee of the prevailing party.
25. **WAIVER, RELEASE AND INDEMINIFICATION.** I RELEASE, WAIVE, DISCHARGE, INDEMNIFY AND AGREE TO HOLD THE PAWINGTON, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FOR ANY AND ALL MANNER OF DAMAGES, INJURY, CLAIMS, LOSS, LIABILITIES, COSTS OR EXPENSES, ATTORNEY'S FEES, CAUSES OF ACTION OR SUIT, WHATSOEVER IN LAW OR EQUITY, ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED BY THE PAWINGTON, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS INCLUDING WITHOUT LIMITATION: (1) ANY INACCURACY IN ANY STATEMENT MADE BY MYSELF OR INFORMATION PROVIDED BY ME TO THE PAWINGTON, (2) MY PET, INCLUDING BUT NOT LIMITED TO DISTRUCTION OF PROPERTY, DOG BITES, INJURY, AND TRANSMISSION OF DISEASE, AND (3) ANY ACTION BY MYSELF THAT IS IN BREACH OF THE TERMS OF THIS AGREEMENT.
26. **Sole Agreement.** This writing represents the sole agreement between the Pawington and the Owner/Guardian.
27. **Affirmation.** Each time I bring my pet into The Pawington, I am re-affirming the terms of this agreement, including updated claims, and the truthfulness and accuracy of all the statements I have made in this agreement.

I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT AND UNDERSTAND THAT I WILL GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO PAWINGTON LLC, ITS OWNERS, OFFICERS, EMPLOYEES AND AGENTS TO THE GREATEST EXTENT PERMITTED BY LAW. I FURTHER AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

I hereby understand that these claims are subject to change without notice. Check thepawington.com for the most current agreements, or contact our front desk.

Signature of Owner/Guardian: _____

Date: _____