

BOARDING AND DAYCARE AGREEMENT

THIS BOARDING AND DAYCARE AGREEMENT (this “**Agreement**”) is made and entered into on this date by and between SUNSHINE, PURRS, AND WAGS , LLC (“SPW”), and the pet owner whose name and signature appear below (the “**Owner**”).

WITNESSETH:

WHEREAS, the Owner desires to retain the boarding services of Sunshine Purrs and Wags LLC , and Sunshine Purrs and Wags, LLC is willing to render such services, all upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is hereby agreed as follows:

1. **Health and Vaccination.** All pets must be current and up to date on all vaccinations as stated on SPW’s website at the time of service. Proof of vaccinations must be presented by the Owner upon check-in. If Owner does not provide proof of up-to-date vaccinations, vaccination may be given by Flanary Veterinary Clinic at the owner’s expense.

All pets will be evaluated at check-in and must be free of external parasites including but not limited to fleas and ticks. All pets must be in good health. Pets must be free of communicable conditions or any conditions that may jeopardize other guests, as well as free of any health conditions that may affect their ability to stay and participate in activities. If not, they will be treated by Flanary Veterinary Clinic at Owner’s expense. SPW is not responsible for any costs incurred due to communicable illness. While SPW requires all pets to be current on vaccines, Owner acknowledges that, when pets are in close proximity of each other, there is always a risk of communicable disease transmission. While vaccinations help reduce this risk, they are not guaranteed to be fully effective and may not protect against all potential illnesses that can be transmitted between animals.

No pets will be allowed to stay in boarding or daycare if they are in a reproductive heat cycle.

In the event anxiety medication is necessary for treatment or handling, SPW, under the direction of Flanary Veterinary Clinic, PLLC, will administer such medication at Owner’s expense.

Boarding or daycare can be stressful for some pets and Owner understands that their pet may develop diarrhea or other illness/symptoms agitated or brought on by stress. If this arises, SPW will seek medical attention for the pet at Flanary Veterinary Clinic, at Owner’s expense.

SPW’s policy is to assess your pet’s coat and, if it is found to be too matted to comb without causing stress and pain, SPW may elect to take down the pet’s coat short

enough to remove the mats. SPW will contact Owner prior to making this decision, but retains the right to proceed at its discretion. All care will be taken to leave the pet's coat as long as possible, while still removing mats. The process of removing an especially matted coat can cause a pet to be nicked. Senior pets and cats are more prone to this, as their skin is thinner. A matted coat can mask or cause other health issues such as skin irritations, bacterial infections, fungal infections, and/or wounds. SPW is not liable for such issues and is not obligated to treat any conditions discovered.

2. **Emergency Care Authorization.** In emergency situations, the SPW will seek medical attention for the pet at Flanary Veterinary Clinic at Owner's expense. In the event a life-threatening condition develops and the Owner is unable to be contacted, SPW will proceed with any and all life saving measures as advised and conducted by Flanary Veterinary Clinic, PLLC, up to \$3500 at the Owner's expense..
3. **Owner's Responsibility.** Owner must check in pet(s) during posted business hours. Owner may check out pet(s) during posted business hours. In the event the Owner cannot or does not arrive for check in or check out during business hours, additional fees will be charged at Owner's expense.

It is Owner's responsibility to stay in contact with SPW if extending their pet's stay. In the event that Owner does not contact SPW for seven (7) days beyond their scheduled checkout date, the pet will be considered abandoned. In such event, SPW shall be entitled, without prior notice, to either sell or surrender the pet at any time thereafter and to retain the proceeds of the sale (if any) in partial settlement of their claim. The sale or surrender of the pet will not release Owner from liability for unpaid fees.

The pet's food must be provided by Owner. If not, meals will be provided for the pet(s) at Owner's expense. The price of the meal is \$5/day.

Owner may board their pets in the same kennel. However, SPW will not be liable in the event that pets get into a fight and harm each other. In the event this occurs, SPW will proceed with any and all life saving measures as advised and conducted by Flanary Veterinary Clinic, PLLC up to \$3500 at Owner's expense and pets will be separated.

Payment is expected at the time of service. All service and payments are non-refundable.

4. **Group Daycare and Boarding Activities.** Not all pets are appropriate for group play, and SPW reserves the right to deem the pet's personality and behavior appropriate or inappropriate for group daycare and boarding activities. This assessment may change from visit to visit. Unless specified by Owner, pet may be assessed by SPW for and participate in group daycare and boarding activities. In the

event SPW deems the pet not fit for group daycare and boarding activities, the pet will still receive care and the play activity by themselves.

Our staff are trained to follow protocols and precautions to ensure playtime is safe and fun. SPW is not responsible for scratches and scrapes that can occur. Staff are not in the kennel building twenty-four (24) hours a day.

Pet may get wet or dirty while playing. Pet will only get a bath if requested by the Owner. Bath will be given to the pet at Owner's expense.

5. **Photographs and Videos.** Owner grants SPW permission to use photos and videos of Owner's pet in marketing and promotional materials which include, but are not limited to, social media posts of SPW.
6. **Cancellation Policy.** We understand an occasional emergency or unforeseen change in plans, however, failure to give adequate notice of reservation cancellation or change does not allow us to offer your pet's spot to another guest.

We require a 50% deposit on a peak time reservation (peak times are shown on our website calendar). This deposit is nonrefundable after seven (7) days prior to the pet's stay. A change in your pet's drop off day or extending your pet's reservation will be granted if possible, however, different types of kennels may need to be used to accommodate the changes and additional charges may be added.

7. **Inherently Vicious Animals.** SPW will not board or provide daycare services to any animals that have been determined to be vicious or have been quarantined by animal control for any period of time. Owner affirms that their pet has not been deemed vicious or been quarantined by animal control.
8. **Release.** Owner, for and in consideration of the use by Owner of SPW's facilities and receipt of their services, and for other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all claims on account of Owner's use of SPW's property and receipt of services provided by SPW. Owner hereby further releases, and forever discharges SPW from any and all actions and causes of actions, rights, suits, covenants, contracts, agreements, judgments, claims, and demands whatsoever, in law or equity of any nature or kind, which may now or hereafter arise out of Owner's use of SPW's facilities or receipt of services provided by SPW.
9. **Limitation of Damages.** Notwithstanding any other provision of this Agreement to the contrary, under no circumstances shall SPW be liable or have any responsibility for any indirect, special, consequential, exemplary, or punitive damages, including, without limitation, veterinary bills which Owner believes are a result of actions or incidents at SPW's facility. SPW's liability for any damages alleged by Owner shall be further limited to the value of the payments made by Owner to SPW for the services contemplated under this Agreement.

10. Indemnity. Owner agrees to indemnify and hold harmless SPW and its agents and employees, from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees, if a case or cause of action arises from any act of Owner's pet.

11. Miscellaneous. This Agreement constitutes the entire agreement between the parties. Any changes or alterations in this Agreement shall be valid and effective only if agreed upon in writing between the parties. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. If it becomes necessary for SPW to retain an attorney to enforce the provisions of this agreement or resolve any dispute arising therefrom, the Company shall be entitled to collect from SPW all costs and attorney's fees incurred in such action.

Sunshine, Purrs, and Wags, LLC

Owner

Date: _____

Date: _____