



## Second Home Pet Boarding, LLC Boarding & Services Agreement

### NOTICE TO THE PET OWNER/GUARDIAN:

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE SECOND HOME PET BOARDING, LLC (referred to in this agreement as "SECOND HOME PET BOARDING, LLC"), 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 pet(s) \_\_\_\_\_ being permitted to be boarded at Second Home Pet Boarding, LLC, by signing this document, I \_\_\_\_\_, Owner/Guardian, make the following representations, certify the accuracy of all information provided to Second Home Pet Boarding, LLC at any time, and agree to all the following policies, procedures, terms and conditions stated below in this Second Home Pet Boarding, LLC Boarding and Services Agreement.

### Policies, Procedures, Terms and Conditions

**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.

**Refusal of Service.** I understand Second Home Pet Boarding, LLC reserves the right to deny admittance to any pet for any reason, at any time.

**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) my pet is not aggressive or toy protective, (6) I have completed the Dog or Cat Profile, (7) my dog will enter and exit Second Home Pet Boarding, LLC facility on a leash, and (8) my cat will enter and exit Second Home Pet Boarding, LLC facility in a cat carrier.

**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 Second Home Pet Boarding, LLC employees are not veterinarians and do not have backgrounds in animal medicine. Second Home Pet Boarding, LLC employees cannot diagnose or detect illnesses in the pets that are staying at Second Home Pet Boarding, LLC. I agree to assume all risk associated with the administration of medication by Second Home Pet Boarding, LLC 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 SECOND HOME PET BOARDING, LLC, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AGAINST ANY CLAIMS MADE AGAINST SECOND HOME PET BOARDING, LLC, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS AS A RESULT OF MY FAILURE TO INFORM THEM OF ANY PRE-EXISTING CONDITIONS THAT MY PET MAY HAVE.



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**Fleas & 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 being boarded at Second Home Pet Boarding, LLC, that Second Home Pet Boarding, LLC may administer a flea bath and flea spot treatment at my expense.

**Veterinarian Care.** I agree to allow Second Home Pet Boarding, LLC to obtain veterinarian medical treatment for my pet, if, in its sole discretion, it appears that my 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 Second Home Pet Boarding, LLC full authority to make decisions involving the medical treatment of my pet during its stay at Second Home Pet Boarding, LLC. I agree that I am fully responsible for the cost of any such medical treatment and transportation.

**Veterinarian Liability:** I agree that I am assuming all risk of illness, disease, harm or otherwise to my pet by allowing my pet to be boarded at Second Home Pet Boarding, LLC. Furthermore, I agree that I am assuming all risk of the consequences associated with any decisions made by Second Home Pet Boarding, LLC, 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 Second Home Pet Boarding, LLC, or as a result from time spent at Second Home Pet Boarding, LLC. IN ADDITION, I AGREE THAT IF MY PET IS INJURED BY ANOTHER PET, I HEREBY RELEASE SECOND HOME PET BOARDING, LLC, 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 SECOND HOME PET BOARDING, LLC, MAY CONTACT THE APPROPRIATE AUTHORITIES.

**Transportation.** I agree that if my pet is transported to or from Second Home Pet Boarding, LLC by Second Home Pet Boarding, LLC, its employees or agents that I AGREE TO HOLD SECOND HOME PET BOARDING, LLC, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS HARMLESS IN THE EVENT OF INJURY OR ACCIDENT DURING TRANSPORTATION.

**Aggressive Dogs.** I certify that my dog is not aggressive and I understand that aggressive dogs are not permitted to participate in any services that Second Home Pet Boarding, LLC may offer. If my dog acts aggressively or exhibits unacceptable behavior, I agree that I will come immediately when contacted and remove my dog from Second Home Pet Boarding, LLC.

**Abandonment Notice.** I fully understand and agree that if my pet is not picked up by myself or an authorized representative within seven (7) calendar days after the date that my pet is scheduled to depart, that my pet shall be deemed "abandoned" in accordance with Indiana's Civil Code IC-35-46-3-7 & IC-35-46-3-6. I understand if I abandon my pet at Second Home Pet Boarding, LLC, that Second Home Pet Boarding, LLC, 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 SECOND HOME PET BOARDING, LLC, I MAY BE UNABLE TO RETRIEVE MY PET AND WILL HAVE NO RECOURSE AGAINST SECOND HOME PET BOARDING, LLC. In addition, I understand that I will still be responsible for any unpaid charges resulting from the abandonment of my pet.



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**Personal Property.** I agree that Second Home Pet Boarding, LLC shall not be responsible or liable for any lost, stolen, or damaged personal property belonging either to my dog and/or cat or me.

**GPS Collars.** We strongly recommend that GPS collars are removed prior to entering our boarding facility. Due to playing and exercising, GPS collars may fall off on the premises. Second Home Pet Boarding, LLC is not liable for lost property, including GPS collars.

**Service Fees.** I agree to pay for all fees, services, and products with a check or cash at the time of my pet's pickup from each visit at Second Home Pet Boarding, LLC . I further agree to pay the cost of any check returned or challenged for any reason.

**Reservations.** I understand that confirmed reservations are required for boarding services at Second Home Pet Boarding, LLC . I understand there is a two (2) night minimum for all boarding reservations during any Peak/Holiday periods. For these dates, please contact Second Home Pet Boarding, LLC. For longer stays, a \$50.00 deposit is required. For extending stays, balance must be paid in full prior to extension.

**Cancellations. Non-holiday/non- peak policy:** I understand that all confirmed reservations for NON-HOLIDAY/NON PEAK DAYS must be cancelled at least five (5) days prior to my pet's reserved arrival date. I further understand that a cancellation made within five (5) days of my pet's arrival date or a no-show will result in a \$50.00 cancellation fee.

**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 then cancelled within our cancellation period of the original check-in date, it may result in a cancellation fee if the cancelled reservation spot cannot be filled.

**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.

**Resort Policies.** I acknowledge that I have received, reviewed and signed a copy of Second Home Pet Boarding, LLC "Boarding Policies." I hereby agree to be fully bound by all the terms and conditions of Second Home Pet Boarding, LLC "Boarding Policies."

**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 any services provided by Second Home Pet Boarding, LLC. I understand that Second Home Pet Boarding, LLC is relying on and will rely on those representations to provide a safe environment for both humans and animals.

**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.



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**WAIVER, RELEASE AND INDEMINIFICATION.** I RELEASE, WAIVE, DISCHARGE, INDEMNIFY AND AGREE TO HOLD SECOND HOME PET BOARDING, LCC, 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 SECOND HOME PET BOARDING, LLC, 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 SECOND HOME PET BOARDING, LLC, (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.

**Sole Agreement.** This writing represents the sole agreement between Second Home Pet Boarding, LLC and the Owner/Guardian.

**Affirmation.** Each time I bring my pet into Second Home Pet Boarding, LLC, 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 SECOND HOME PET BOARDING, 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. Call or email Second Home Pet Boarding, LLC for the most current agreements.\**

Signature of Owner/Guardian: \_\_\_\_\_

Date: \_\_\_\_\_