

Stay and Services Agreement



Name of Pet: _____

Date of Stay: _____

This is an Agreement between Paws Crossing and the Owner/Guardian listed above and whose signature appears on Page 2 (hereinafter called "Owner/Guardian"). Following are the terms of service for the stay of the Owner/Guardian's pet named above (the "Pet") as a reservation or a day stay guest of Paws Crossing:

1. By signing this Agreement and leaving your pet with Paws Crossing, Owner/Guardian certifies to the accuracy of all information provided to Paws Crossing in writing or orally about the Pet. Paws Crossing reserves the right to deny admittance to the Pet or any pet for any reason at any time.
2. Owner/Guardian specifically represents that he or she is the sole owner Owner/Guardian of the Pet, free and clear of all liens or encumbrances.
3. Owner/Guardian specifically represents to Paws Crossing that to the Owner/Guardian's knowledge the Pet has not been exposed to any contagious diseases within the 30 day period prior to check-in. Owner/Guardian understands that each time the pet is brought to Paws Crossing, the Owner is recertifying that the Pet is in good health and has not had any communicable illness of any kind for 30 days prior to check-in. Owner/Guardian agrees to provide Paws Crossing with proof of required vaccinations prior to or on date of check-in. In addition, Owner/Guardian agrees that if any fleas or ticks are discovered on the Pet during check-in or at any time during the Pet's stay, Paws Crossing will administer a flea bath and Advantage treatment at the Owner/Guardians' expense.
4. While Paws Crossing makes every effort to ensure that the pets staying at this location are healthy, Owner/Guardian acknowledges that the employees of Paws Crossing are not veterinarians and are not expected to diagnose or detect illnesses in the pets that are staying at Paws Crossing. In addition, Owner/Guardian acknowledges and is aware that vaccines do not protect against all communicable illnesses that may affect a pet.
5. OWNER/GUARDIAN ACKNOWLEDGES AND AGREES THAT THEY ARE ASSUMING ALL RISK OF ILLNESS, DISEASE, HARM OR OTHERWISE TO THEIR PET BY ALLOWING THEIR PET TO STAY AT PAWS CROSSING. PAWS CROSSING AGREES TO EXERCISE REASONABLE CARE OF THE PET DURING ITS STAY AND, IF APPLICABLE, DURING TRANSPORT. IF A PET IS TRANSPORTED TO OR FROM PAWS CROSSING BY PAWS CROSSING STAFF, OWNER/GUARDIAN HOLDS PAWS CROSSING HARMLESS IN EVENT OF INJURY OR ACCIDENT DURING TRANSPORTATION. IT IS EXPRESSLY AGREED BY OWNER/GUARDIAN AND PAWS CROSSING THAT PAWS CROSSING LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF THE CURRENT CHATTEL VALUE OF A PET OF THE SAME BREED OR THE SUM OF \$200 PER ANIMAL ADMITTED.
6. Owner/Guardian agrees to be solely responsible for any and all acts or behavior of the Pet while in the care of Paws Crossing, including payment of costs of injury to staff or other animals or damage to facilities caused by the Pet. Owner/Guardian further agrees to indemnify Paws Crossing and its agents against any claims made against Paws Crossing or its employees or agents or losses or damages of any kind suffered by Paws Crossing or its agents as a result of Owner/Guardian's failure to inform Paws Crossing of any pre-existing condition the Pet may have (such as illness or aggression problems) or which were otherwise caused by the Pet.
7. Owner/Guardian understands that Paws Crossing offers daycare services where dogs interact and co-mingle with other pets. Owner/Guardian also understands that pets may be muzzled for their protection or for the protection of other dogs or staff. Owner/Guardian agrees that the pet may be removed from the playgroup at Paws Crossing's discretion and not permitted to interact further with the dogs on the current or subsequent stays. Owner/Guardian understands that a Pet which is destructive to the suite beds/furniture may be removed and placed into the Parkview Place runs at Paws Crossing's discretion and will be charged accordingly. Owner/Guardian further understands that when dogs play in groups there is an inherent risk and injury may occur. Owner/Guardian will be notified of any minor injury upon pick up of the pet. Major injury will be addressed immediately with Owner/Guardian's family day veterinarian, the closest proximity day veterinarian, or United Emergency Animal Clinic depending on the severity.
8. Owner/Guardian agrees to pay the hotel rate and cost of additional services on the day the pet is picked up from Paws Crossing.
9. Reservations are confirmed with a \$60 deposit on a valid credit card and proof of current vaccinations. All reservations must be cancelled 48 hours prior to arrival date. No-shows or failure to cancel non-peak reservations prior to this period will result in the loss of this deposit. No-shows or failures to cancel holiday reservations during this time will result in a charge OF THE ENTIRE RESERVED PERIOD to the credit card on file.
10. In an emergency, Paws Crossing will attempt to contact the Pet's personal veterinarian as well as the emergency contact provided to Paws Crossing by Owner/Guardian; however, such an emergency may not provide the time to do so prior to the administration of care. Owner/Guardian authorizes Paws Crossing to obtain medical attention for the Pet from any qualified veterinarian or United Emergency Animal Clinic during evening hours and to transport the Pet to and from such veterinarian when Paws Crossing deems such medical care is important to Pet's health. Owner/Guardian grants Paws Crossing and its employees full authority to make decisions involving the medical treatment of Pet and Owner/Guardian agrees to PAY FOR ALL RELATED COSTS upon pick up of the Pet. This applies to any claims for injuries or damages related to such medical care or that arise due to the transport of the Pet. In the event of a Pet's death the Owner/Guardian or the Owner/Guardian's emergency contact will be notified immediately.
11. Any pet is considered abandoned under the following conditions: the pet remains in the facility 14 days past the expected date of departure, the Owner/Guardian or emergency contact cannot be reached, and there is no attempt by the Owner/Guardian during this time period to make other arrangements. Abandonment proceedings will follow according to the laws of the State of California and the Owner/Guardian will be responsible for any boarding or legal fees accrued as a result of the abandonment.
12. This Agreement contains the entire agreement between the parties. All terms and conditions of this Agreement shall be binding on the heirs, administrators, personal representatives and assignees of the Owner/Guardian and Paws Crossing.

13. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this Agreement, shall be settled in accordance with the rules of the American Arbitration Association, and judgement upon the award rendered by an arbitrator may be entered in any Court having jurisdiction thereof. The arbitrator shall, as part of the award, determine an award to the prevailing party of the costs such arbitration and reasonable attorney's fees of the prevailing party. The parties hereby consent to the personal jurisdiction of the state and federal courts located in California and agree that such courts have the sole and exclusive jurisdiction for any action or proceeding or arising or relating to this Agreement or relating to any arbitration in which the parties are participants.
14. By signing below, the Owner/Guardian has read and understands the content of the stay and services agreement above. The Owner/Guardian has also received a copy of the Paws Crossing resort policies and agrees to the terms.

**Signatures:
Owner/Guardian**

Name _____

Signature _____

Date _____

Witness:

Name _____

Signature _____

Date _____