



# Happy Tails

## Pet Resort and Spa

### **SERVICE AGREEMENT, TERMS AND CONDITIONS (for dogs and cats)**

This Customer Agreement (the "Agreement") is made by and between the Customer listed on the signature block below and HAPPY TAILS, LLC, a Vermont Limited Liability Company (d.b.a. "HAPPY TAILS PET RESORT AND SPA").

Scope of Services: This Agreement covers all the services (the "services") provided by HAPPY TAILS PET RESORT AND SPA.

Term: This Agreement shall be effective as of the date signed by Customer and shall continue in full force and effect until terminated by either party as set forth below.

Owner Certifications: By executing below, Owner hereby certifies that his or her pet(s) is/are in good health and have not been ill with any communicable diseases in the last 30 days, and that his or her dog(s) and cat(s) have been vaccinated to meet our requirements:

- Dogs: Must be current on the following vaccinations: Rabies, DHP (Distemper, Hepatitis, Parvovirus), Leptospirosis, Bordetella/Parainfluenza, and K-9 Influenza. A negative fecal test is **required every 6 months**. A negative Elisa Giardia Test is required if there is reason to suspect that your pet has internal parasites, or your pet has displayed any symptoms such as diarrhea or vomiting.
- Cats: Must be current on the following vaccinations: Rabies and FVRCP. A negative fecal test is **required every 6 months**.

Owner understands and acknowledges that dogs and cats arriving with fleas and/or ticks may be treated at the discretion of HAPPY TAILS PET RESORT AND SPA, at Owner's expense. Owner further certifies that his or her dog and cat(s) has/have not harmed or shown aggressive or threatening behavior towards any person or any other dog and cat. Owner gives authorization to HAPPY TAILS PET RESORT AND SPA to speak with Owner's veterinarian and/or their staff to confirm their dog and cat(s) vaccination status, date of surgical procedures, current health status, and medical history.

Owner hereby agrees to and acknowledges the HAPPY TAILS PET RESORT AND SPA Terms and Conditions, which are attached hereto, and incorporated herein by reference. THE TERMS AND CONDITIONS CONTAIN A RELEASE OF LEGAL RIGHTS. REVIEW CAREFULLY AND UNDERSTAND BEFORE SIGNING.

In consideration and as a condition of HAPPY TAILS PET RESORT AND SPA providing the services described in the Service Agreement, Owner HEREBY AGREES AS FOLLOWS:

1. Informed Consent. HAPPY TAILS PET RESORT AND SPA is a pet care environment and because of this there are inherent risks to your dog(s) and cat(s), which, even when closely monitored, may result in the following: i) transfer of communicable illness to your dog(s) and cat(s) such as, but not limited to, Bordetella virus ("kennel cough") and ii) superficial injuries to your dog(s) and cat(s) such as, but not limited to, broken nails, sore pads, minor abrasions and/or cuts. Owner also understands that his or her dog(s) and cat(s) could sustain serious injuries, illness, or even death as a consequence of not only the off leash environment or HAPPY TAILS PET RESORT AND SPA's actions or inactions, but also due to the actions, inactions, negligence or fault of other persons or dogs and cats, conditions of equipment used, facility conditions, weather conditions, negligent first aid operations and procedures and that there may be other risks not known to Owner or not reasonably foreseeable at this time. Owner further understands and agrees that any injury, illness, property damage, disability, or death that his or her dog(s) and cat(s) may sustain by any means is Owner's sole responsibility.

2. Release and Waiver of Liability. Owner, on behalf of himself or herself, his or her personal representatives, heirs, executors, administrators, agents, and assignees, HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO PROSECUTE HAPPY TAILS PET RESORT AND SPA, including its members, officers, employees, and agents (hereinafter referred to as "Releasees") for any and all liability, including any and all claims, demands, causes of action (known or unknown), lawsuit, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that Owner or his or her dog(s) and cat(s) may suffer as a result of the services provided by HAPPY TAILS PET RESORT AND SPA under this Agreement, REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, AND REGARDLESS OF WHETHER THE INJURY

DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE HAPPY TAILS PET RESORT AND SPA FACILITY. Owner further agrees that the Releasees are not in any way responsible for any injury or damage that Owner or his/her dog(s) and cat(s) sustain as a result of Owners own negligent acts.

3. Assumption of Risk. Owner understands that there are potential dangers incidental to using the services provided by HAPPY TAILS PET RESORT AND SPA including his or her dog(s) and cat(s) participation in the off-leash play environment. Owner understands that these potential risks are incidental to the services provided. Furthermore, Owner acknowledges that there are other potential dangers incidental to services provided due to weather conditions, facility conditions, equipment conditions, negligent first aid operations or procedures of Releasees, and other risks that are unknown at this time. OWNER KNOWINGLY AND VOLUNTARILY ASSUMES ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES, and assume full responsibility for his/her dog(s) and cat(s) participation in the off leash play environment and the receipt of services from HAPPY TAILS PET RESORT AND SPA.

4. Owner understands that Insurance restrictions do not allow us to accept Presa Canario, Cane Corso, American Pit Bull Terrier, American Staffordshire Terrier, American Bully, Staffordshire Bull Terrier, Akita, and Chow. If your dog has physical characteristics of these breeds and our management questions his/her lineage, we will gladly accept a veterinary administered lineage test faxed directly to us at 802-489-5465 with results showing that your dog's lineage does not include any of the above breeds.

5. Indemnification. Owner, on behalf of himself/herself, his/her personal representatives, heirs, executors, administrators, agents, and assignees, agrees to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), lawsuits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death as a result of Owner's or Owner's dog(s) and cat(s) actions, REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE.

6. Authorization for Emergency Veterinary Treatment. In the event that the staff of Happy Tails Pet Resort and Spa deem it necessary to seek immediate veterinary care for Owner's dog(s) or cat(s) and are unable to contact you or your emergency contact, or you are unable to pick up your dog(s) or cat(s); we will take your dog(s) or cat(s) to Burlington Emergency Veterinary Specialists (BEVS) located at 1417 Marshall Avenue, Williston, Vermont 802-863-2387; a licensed veterinarian.

I, as Owner authorize Happy Tails Pet Resort and Spa to act as my agent in the event of my dog(s) or cat(s) needing medical attention, including the administration of anesthesia. I also agree that I will be responsible for all costs of veterinary care deemed necessary by the licensed veterinarian up to the amount of:

**Circle One:**

\$150    \$300    \$500    \$1,000    Unlimited    Another amount \$ \_\_\_\_\_

The amount circled above is the amount I authorize for the treating veterinarian to expense. The use of these funds will be at the veterinarian's discretion to assure that my dog(s) or cat(s) receives the best medical care. Once the maximum authorized amount is met, no additional treatment will be provided until I, the owner, or the emergency contact listed on my Pet Questionnaire can be reached. I authorize my Emergency Contact to make any medical and/or financial decisions concerning my dog(s) or cat(s).

7. Payment Obligations. Owner agrees to pay the rate for services in effect on the date Owner's dog(s) and cat(s) attend(s) HAPPY TAILS PET RESORT AND SPA. Prices are subject to change at any time. No dog or cat will be released until all charges are paid in full; including cancellation fees. Owner further hereby grants HAPPY TAILS PET RESORT AND SPA a lien pursuant to 9 V.S.A. § 2075 on his/her dog(s) and cat(s) for all unpaid charges resulting from services provided by, at, or through HAPPY TAILS PET RESORT AND SPA. Costs for repairs to property damaged by Owner's dog(s) and cat(s) will be Owner's sole responsibility.

8. Termination. HAPPY TAILS PET RESORT AND SPA reserves the right to terminate this Agreement at any time for any reason and refuse services or admittance to any dog or cat.

9. Hours of Operation. **(Pets not picked up by closing time, will be charged a late fee of \$1.00/minute)**

Monday – Friday: 6:00 AM – 6:00 PM  
Saturday and Sunday: 7:00 AM – 5:00 PM

Owner agrees that dog and cat boarders not picked up by 12:00 noon, will be charged an additional fee for a half-day of daycare (prepaid daycare packages may not be used for payment). Pets not picked by closing will be fed supper and boarded overnight. Standard boarding and meal fees, apply.

10. Abandonment. Should Owner or his/her pre-approved agent fail to contact HAPPY TAILS PET RESORT AND SPA within 24 hours of the arranged pick up time; Owner's dog(s) or cat(s) will be considered abandoned. Any expenses incurred for the transport, overnight care, and/or placement or adoption of said pet shall be paid by Owner in addition to other fees incurred for services provided by, at, or through HAPPY TAILS PET RESORT AND SPA.

11. Use of Images. Owner agrees that his/her dog(s) and cat(s) may be videotaped, photographed, and/or recorded by HAPPY TAILS PET RESORT AND SPA and that HAPPY TAILS PET RESORT AND SPA may use any such recordings for its own purposes. Pet owners and visitors may not photograph or video the pets or the facility under any circumstances.

12. Choice of Law. Owner hereby agrees that this Agreement shall be construed in accordance with the laws of the State of Vermont.

13. Severability. Owner also agrees that this Agreement is intended to be as broad as is permitted by the laws of the State of Vermont, and that if any portion of this agreement is held invalid, void or unenforceable Owner agrees that the remainder shall nonetheless continue in full legal force and effect.

14. Credit card on file is required for all daycare and boarding clients. A \$25 service fee will be charged for declined credit card transactions and returned checks.

15. **Initial Required** \_\_\_\_\_ Boarding reservations are confirmed with a non-refundable deposit of one night's boarding fee. (\$100 over legal holidays and school vacations). This deposit will be applied to your boarding invoice if no changes to the reservation are made. Charge is made at the time reservation is booked. It does not matter when or why you cancel.

16. **Initial Required** \_\_\_\_\_ Cancellations or changes to confirmed reservations involving checking-in on a later date or checking-out on an earlier date will result in a non-refundable cancellation fee of one nights boarding fee. It does not matter when or why you cancel.

17. **Initial Required** \_\_\_\_\_ Cancellations or changes to confirmed reservations involving checking-in on a later date or checking-out on an earlier date occurring over all legal holidays and school breaks will be charged a \$100 non-refundable cancellation fee. It does not matter when or why you cancel.

Why do we charge cancellation fees? Because when a boarding reservation is made, we schedule staff to care for your pets during their stay, and consider that suite to be sold, therefore we cannot assign that suite to another pet.

These policies are subject to change at any time. A newly executed Service Agreement nullifies a previously executed Service Agreement.

I HAVE READ THIS SERVICE AGREEMENT, INCLUDING THE TERMS AND CONDITIONS AND FULLY UNDERSTAND ITS TERMS AND CONDITIONS. I AM AWARE THAT THIS SERVICE AGREEMENT INCLUDES, AMONG OTHER THINGS, A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE.

Pet name(s) \_\_\_\_\_

\_\_\_\_\_

Signature of Owner: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

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