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HSResort@HeartStringsPetResort.com

## CLIENT AGREEMENT

*This Client Agreement referred to herein as "this Agreement" shall apply to all Owners (hereinafter called "Owner" or you) Pet visits to HeartStrings Pet Resort LLC. (Hereinafter called "HeartStrings", we, or us). This Agreement constitutes a contract between you and HeartStrings. Within this Agreement "Owner" shall also mean your emergency contact or Designated Representative, or such other individual(s) designated by Owner in writing as authorized to pick up your Pet or make decisions in the event Owner cannot be reached. You may be asked to sign an additional copy of this Agreement annually as a reminder of our mutual agreement, or if the terms of this Agreement change in the future.*

**SERVICES** HeartStrings agrees to provide the services you have requested for your Pet for each separate lodging visit and/or daycare visit.

**PAYMENT FOR SERVICES** You agree to pay HeartStrings at the time of departure for the services provided to your Pet at the fees and rates ("Prices") set forth on the website rate chart in effect at the start of such visit (collectively the "Charges"). The Charges begin on the day you leave your Pet in our care. Prices are subject to change without notice, and seasonal or variable Prices may apply – please refer to our website, HeartStringsPetResort.com, for an up-to-date listing of current services, Prices and policies. Check-out time is by 11 am on the Departure Date and additional charges will be due for late check-outs. If your bill is not paid in full at time of check-out, you understand that you will remain liable for all Charges incurred during your Pet's stay and you agree that HeartStrings reserves the right to pursue collection of any unpaid balance due. By Owner leaving a credit card number on file with HeartStrings, Owner authorizes HeartStrings to charge such card for all charges incurred without the need for any further consent from Owner. **A 3.5% surcharge is placed on any credit card processes. Debit card, cash or check do not have a surcharge.**

The HeartStrings Boarding and/or Daycare Prices may change, from time to time, and Owner agrees to pay the Prices in effect at the time the service is rendered. A current rate chart is available at all times on the HeartStrings website or may be obtained in person at the HeartStrings office.

**RESERVATIONS** Lodging and/or daycare reservations at HeartStrings is not guaranteed until verification by HeartStrings that all documentation including vaccination records, spay/neuter data, and deposits has been received by us. You will receive confirmation once all requirements have been met.

**CANCELLATIONS** If you need to cancel your reservation, please let us know at least 3 days in advance of the start date of the reservation. This will allow us to open our availability to waitlisted clients. If cancellations are not made 3 days prior to your pet's arrival date any deposit made may be forfeited. This is particularly important during holiday times.

**OWNER'S REPRESENTATIVE** Owner agrees to provide an adult, over the age of 18, who can be readily available if the Owner is unavailable, as Designated Representative for emergencies within this Agreement. Your Representative must be present in the Greater Phoenix area during the time of your pet's stay with us. If Owner cannot be reached, Owner authorizes HeartStrings to contact the Representative.

If a medical incident or emergency occurs and after reasonable attempts we are unable to reach you, you authorize us to contact your Representative. You represent that you have informed your Representative of his or her authority to act on your behalf, and that your Representative has agreed to fulfill this responsibility in your absence. You agree that your Representative shall have your full and complete authority to make all decisions, including medical decisions, decisions involving the disposition of your Pet, or the expenditure of funds, for or on behalf of you, and your Pet.

**REFUSAL OF SERVICE** HeartStrings is not equipped to care for the following animals:

- Human-aggressive or Feral Animals: Pets that are truly dangerous, feral (“wild”), or have had little socialization and may react with aggression when frightened. The safety of our staff, your Pet, and our other guests is our priority. If upon check-in we determine that we are unable to safely handle and care for your Pet, we will let you know so that you can make alternate boarding arrangements. If you are unsure of your Pet’s temperament and feel he or she might be aggressive, we recommend contacting us in advance to schedule a time to bring your Pet in for a brief behavioral assessment.
- Females who are pregnant or in heat. Females who are pregnant should be boarded at a veterinary clinic in the event that they go into labor and need medical intervention or care during the delivery. Females who are in heat are not accepted due to the additional stress this condition may create in other boarding guests.
- Pets recuperating from recent invasive medical procedures: Your veterinarian is the best place for your Pet to stay following any invasive medical procedure that took place within the last 10 days.
- Pets with serious medical conditions or pets that require frequent veterinary attention: Such conditions include Pets with frequent, uncontrolled seizures; pets suffering from debilitating paralysis; or Pets with serious cardiac, kidney, or liver disorders. Pets with these conditions are best boarded with your veterinarian.
- Pets who are exhibiting signs, or who have recently been diagnosed with, contagious conditions, including dogs who have been diagnosed with Parvovirus or Pets who have exhibited signs of Upper Respiratory Infection (URI) within the past 2 weeks.
- Pets with severe separation anxiety or destructive behaviors: Animals who experience the equivalent of “panic attacks”, highly destructive behavior, etc. when left alone do not do well in a boarding situation. You agree to accept financial responsibility for any damage caused to the facility and its grounds (including but not limited to damage to walls; doors; gates; irrigation systems) which exceeds use deemed to be reasonable and typical for the average Pet.
- Pets who appear ill at check-in: We reserve the right to refuse to accept a Pet if at check-in it appears to us that such Pet is sick or could jeopardize the health or safety of other pets or our staff.
- Pets that do not have the proper vaccination records at check-in.

**EMERGENCIES** If Pet becomes sick or injured and requires professional attention, or if Pet passes away during its stay, HeartStrings will attempt to notify Owner or Representative at the telephone numbers provided. If Owner or Representative cannot be reached, HeartStrings at its sole discretion may engage the services of a veterinarian and/or administer medicine or give other requisite attention to Pet, and the expense thereof shall be paid by Owner. If Owner refuses medical treatment for Pet, HeartStrings, at its sole discretion, may engage the services of a veterinarian and/or administer medicine to make Pet as comfortable as possible until picked up, and the expense thereof shall be paid by Owner, or if paid by HeartStrings, Owner shall reimburse HeartStrings.

**You authorize the following maximum amount per incident, per pet to be charged on your credit card, or to reimburse HeartStrings without advanced consent. (Please circle one):**

**\$1,000                  \$1,500                  \$2,500                  \$5,000                  Unlimited                  Initials: \_\_\_\_\_**

HeartStrings agrees to make every effort to contact Owner for the retrieval of Pet in the event of an emergency that requires the Pet to be removed from HeartStrings. If an emergency arises, Owner agrees that HeartStrings, at its sole discretion, is authorized to transport, and/or to make temporary alternative arrangements to house and care for Pet until such time Owner or Designated Representative can retrieve Pet. Owner is responsible for the costs of such transportation, alternate arrangements and/or care, including any veterinary care that may be required. By your signature herein, you authorize your regular veterinarian to release all information to us relating to your Pet’s medical history, including but not limited to past visits, medications, conditions or diagnoses, behavior, and vaccination history.

**DOG BITES** If your Pet bites an individual or another pet so severely as to require immediate medical attention, HeartStrings reserves the right to report such bite to appropriate authorities. Owner is responsible for any injuries or damage caused by your Pet, including biting of staff or other pets. The severity of the bite may include reporting it to the county and appropriate quarantine procedures applied.

**VACCINATIONS AND MEDICAL INFORMATION:** No Pet can stay with HeartStrings unless we have confirmation from a licensed veterinarian that all the Pet's required immunizations meet our requirements, and the Pet is healthy. Home-administered vaccinations will not be accepted.

**PARASITES:** If Pet is found to have fleas or ticks, Owner authorizes HeartStrings to provide topical treatment at an additional expense.

**CHECK-IN & CHECK-OUT PROCEDURES:** HeartStrings is open for Check-ins and Check-outs during normal business hours. At the time of check-out, you or your Agent may be asked for photo identification, to make certain we release your Pet only to you, your Agent or such other individual(s) designated by you in writing as authorized to pick up your Pet.

**CONTACT WITH OTHER DOGS:** While your Pet is staying with us, he or she will encounter other Pets. In addition, we will allow dogs who appear to be compatible and that have no known history of negative interactions with other dogs, to interact off-leash to enrich their resort experience. **If you do not wish your dog to interact with other dogs off-leash, or you feel for any reason that your dog could pose a danger to other dogs, you are obligated to inform us as such at the time you drop your dog off for services at HeartStrings.**

You acknowledge and agree that in the unlikely event your Pet is injured by another Pet, you will not hold HeartStrings responsible for the injury.

If your Pet injures another Pet, you will be solely responsible for any injury to either or both Pets.

All Pets receiving Services at HeartStrings Pet Resort are required to be vaccinated. However, it is still possible for a Pet to become ill, even if vaccinated. Such illness is not due to any circumstance or condition caused by HeartStrings Pet Resort, and you agree that HeartStrings Pet Resort is not liable for any illness suffered by your Pet during or after his or her stay.

**RISKS:** Certain risks are inherent in any environment and HeartStrings Pet Resort will exercise reasonable care in the provision of services to your Pet, injuries may occur from routine activities such as running, jumping and playing. Owner recognizes and accepts the potential risks involved in these activities and agrees to hold HeartStrings Pet Resort harmless as outlined in this Agreement.

**PERSONAL ITEMS:** While you are welcome to bring toys or other comfort items for your Pet, do not bring items with your Pet that are valuable or irreplaceable. HeartStrings Pet Resort is not responsible for loss or damage to any personal item left with your Pet. Further, HeartStrings Pet Resort reserves the right to refuse to accept certain items that may pose a choking hazard or other danger to your Pet. For example, please do not bring any rawhide chews.

**LATE PICK-UPS:** In the event that you or your Agent or Representative do not pick up your Pet on the agreed-upon Departure Date and time, you hereby authorize us to continue to provide the daily Services you have requested for your Pet. If we are unable to reach you by the second day following the agreed-upon Departure Date, we will cease all non-essential Services. You will remain responsible for all applicable boarding charges related to the provision of essential Services necessary for the comfort, safety and health of your Pet. **Notwithstanding the foregoing, if such Pet is deemed abandoned under local, state, or federal laws or regulations, or in HeartStrings Pet Resort's discretion as permitted by law, we will follow the Abandoned Pet Procedure set forth in this Agreement.**

**ABANDONED PET PROCEDURE:** Unless otherwise required by applicable law:

All Services for such Pet, other than basic lodging and essential services, will be terminated.

We will attempt to contact the owner in writing at the address that you have provided on this Agreement, advising you that if your Pet is not picked up within a reasonable time period your Pet will be deemed to be abandoned and that we may deliver the Pet to a third party animal shelter, animal control agency, or other similar nonprofit or government agency. In no event shall HeartStrings Pet Resort have any further responsibility for the Pet.

Owner shall remain liable to HeartStrings Pet Resort for all unpaid charges including the court costs and reasonable attorney's fees incurred in the collection of the Charges.

**If Owner is unable to retrieve the Pet on the scheduled Check-out day, Owner, agent, or Representative may contact HeartStrings to make arrangements to extend the stay, and to make payment arrangements for any additional charges.**

#### **OWNER'S REPRESENTATION TO HEARTSTRINGS:**

- That you are the Owner of the Pet and are fully authorized to enter into this Agreement.
- That all information in the Pet Profile Form is true, accurate and complete.
- To the best of Owner's knowledge, Pet has not been exposed to rabies, distemper, or any contagious illness within 30 days prior to beginning its stay at HeartStrings.
- To the best of Owner's knowledge, Pet has no illness or behavior problem (including aggressive or biting behavior) that you have not disclosed to HeartStrings in the Pet Profile Form.
- That you indemnify and hold HeartStrings harmless, from and against all loss, damage or expense, including reasonable attorney's fees, resulting from misrepresentations by Owner, Agent, or Representative or resulting from Pet's stay including, without limitation, any person claiming to be the Owner of Pet and any person claiming damage or injury by Pet.

**PET PHOTOGRAPHS:** You grant HeartStrings Pet Resort the irrevocable and unrestricted right to utilize or publish photographic or video images of your Pet for marketing and promotional purposes, without expectation of compensation.

**LIMITATION OF DAMAGES, WAIVER:** Loss due to or associated with injuries to Pets is difficult to value. Although we have an emotional attachment to our Pets, they are, in essence, personal property, often with little or no actual monetary value. Consequently, it would be difficult to value any claim arising out of HeartStrings' care and services for your animal. With this in mind, you agree that the liability of HeartStrings, its Owners, agents, sub-contractors, or employees, in connection with or related to the services provided hereunder for the Client, is limited to \$500.00 in the aggregate (the "limited amount") of any and all claims that may be asserted. This limited amount includes claims arising out of negligence, breach of contract, bailment, emotional distress, or any other legal theory. You specifically waive any claim for damages above and beyond this limited amount.

**Arbitration.** Both you and we agree that the following steps will be used to settle any controversy or claim concerning establishment of this Agreement or arising from this Agreement. Arbitration hearing to be held in the State of Arizona.

**Negotiation.** Both you and we agree to attempt to resolve any controversy, claim, or dispute ("Dispute") relating to or arising from this Agreement by prompt, good faith negotiations. Any Dispute which is not settled by the Parties within thirty (30) days after written notice of a Dispute is given by one Party to the other shall be referred to arbitration as described below.

**Arbitration.** Any dispute, claim or controversy, including but not limited to, errors and omissions arising out of, or relating to, this Agreement or any alleged breach, termination, enforcement, interpretation or validity of this Agreement (including the determination of the scope or applicability of this Agreement to arbitrate), which is not resolved as described above, shall be settled by arbitration in Maricopa County, before a panel consisting of one individual, with knowledge of such matters as are described in this Agreement. Such arbitration will be administered by JAMS, The Resolution Experts ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures. The award of the arbitration panel shall be final and binding, and judgment upon the award granted may be entered in any court of competent jurisdiction. Damages that are inconsistent with any applicable agreement between the parties that are punitive in nature, or that are not measured by the prevailing Party's actual damages, shall be unavailable in arbitration or any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction. The arbitrator will, in the award, allocate all of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing Party, against the Party who did not prevail.

THE PARTIES UNDERSTAND THAT BY SIGNING THIS AGREEMENT, THEY AGREE, TO THE EXTENT PERMITTED BY LAW, TO SUBMIT ANY FUTURE CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH, OR TERMINATION THEREOF TO BINDING ARBITRATION, AND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF THEIR RIGHT TO A JURY OR BENCH TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES, PROCEDURAL OR SUBSTANTIVE.

**DEFINITIONS:** The terms used throughout this Agreement, whether capitalized or not, and in either the singular or plural form, shall mean as follows: "We", "Us", "HeartStrings" shall mean HeartStrings Pet Resort, L.L.C. "You", "Your", "Owner" shall mean the Pet Owner signing this Agreement. "Your Pet" shall mean the animal(s) staying at HeartStrings and shall refer to the Pet(s) designated by the Pet Owner in the Pet Profile Form(s).

**MISCELLANEOUS PROVISIONS:** This written Agreement constitutes our sole and entire agreement and there are no oral agreements or understandings except as provided for herein. This Agreement shall bind us and our assigns and you and your heirs and assigns. The law that applies to the Agreement is the law of the State of Arizona. If there are disputes that result in litigation, the courts of the state and municipality where your pet has received Services from HeartStrings shall have exclusive jurisdiction.

**By signing this agreement you acknowledge you have read, had an opportunity to discuss it with us to your satisfaction, and agree to all its terms and provisions.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_