

HALLIDAY'S PET RESORT AND DAYCARE

LODGING CONTRACT

This is a contract between Halliday's Pet Resort and Day Care and the pet owner whose signature appears below (hereinafter called "owner").

1. Owner agrees to pay the rate for boarding in effect on the date pet is checked into the resort.
2. Owner further agrees to pay all costs and charges for special services requested, and all veterinary costs for the pet during the time said pet is in the care of Halliday's.
3. Owner further agrees that the pet shall not leave the resort until all charges are paid to the resort by owner.
4. Pet Resort shall exercise responsible care for the pet delivered by the owner to the pet resort for lodging. It is expressly agreed by owner and resort that pet resort's liability shall in no event exceed the lesser of current value of a pet of the same species or the sum of 200.00 per animal lodged. The owner further agrees to be solely responsible for any and all acts or behavior of said pet while it is in the care of the pet resort.
5. Owner specifically represents that he or she is the sole owner of the pet, free and clear of all liens and encumbrances.
6. Owner specifically represents to the pet resort that the pet has not been exposed to rabies or distemper within a thirty day period prior to boarding.
7. If a pet becomes ill or if the state of the pet's health otherwise requires professional attention, the pet resort in its sole discretion, may engage the services of a veterinarian, administer medicine or give other requisite attention to the animal and the expenses thereof shall be paid by owner.
8. This contract contains the entire agreement between the parties. All terms and conditions of this contract shall be binding on the heirs, administrators, personal representatives and assigns of the owner and the pet resort.
9. Any controversy or claim arising out of or relating to this contract, or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this contract, shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by an arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall, as part of his reward, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party.
10. Owner understands that pets use their mouths like children use their hands during playtime, and that a cut or abrasion could occur during playtime or an activity session and agrees to not hold the pet resort responsible for this.
11. Owner agrees to pay \$ 50.00 per run deposit for holidays and mid-winter break required to that reservation. Owner also understands that if the reservation is cancelled, it must be no later than two weeks prior to the drop off date; or the deposit is not refundable.

PET RESORT REP: _____

OWNER: _____

DATE: _____