



Pet Services Agreement

This Agreement is between Happy Mailman Kennel LLC and Happy Mailman Dogs LLC (collectively "Happy Mailman"), on the one hand, and the pet owner (Name) _____ (hereinafter called "Owner"). This Agreement provides the terms of service applicable to overnight boarding, daycare, grooming, training, dog walking, transportation, and any other related services (collectively "Services") provided by Happy Mailman to Owner's pet(s) _____ ("Pet").

1. By entering into this Agreement and leaving the Pet with Happy Mailman, Owner attests to the accuracy of all information provided, whether in writing or orally, about the Pet. Owner acknowledges that Happy Mailman takes reasonable precautions to ensure the safety and comfort of all dogs serviced at or by Happy Mailman. Accordingly, Happy Mailman reserves the right to deny service to any dog, or to remove any dog for any reason, and at any time.

2. Owner specifically represents that he or she is the sole owner of the Pet, free and clear of all liens and encumbrances.

3. Owner specifically represents to Happy Mailman that:

(a) to Owner's knowledge, the Pet has not been exposed to any contagious diseases within a 30 day period prior to check-in. Owner represents that each time Pet is brought to Happy Mailman, Owner is recertifying the Pet is in good health and has not contracted, nor been exposed to, communicable illnesses of any kind for 30 days prior to check in; and

(b) Pet is current on its vaccinations and is either (1) altered (spayed or neutered), or (2) less than 7 months of age. Owner agrees to provide Happy Mailman with proof of required vaccinations upon request and prior to check in.

4. While Happy Mailman agrees to exercise reasonable care for the Pet during provision of Services, OWNER NEVERTHELESS RELEASES AND HOLDS HAPPY MAILMAN HARMLESS FROM ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION CLAIMS FOR INDIRECT, CONSEQUENTIAL OR EMOTIONAL DAMAGES, ARISING FROM OR IN CONNECTION WITH HAPPY MAILMAN'S PROVISION OF SERVICES TO PET. MOREOVER, OWNER INDEMNIFIES HAPPY MAILMAN FROM CLAIMS OF THIRD PARTIES FOR INJURY (INCLUDING DEATH) OR DAMAGES TO THE PERSON OR PROPERTY OF SUCH THIRD PARTY ARISING FROM THE PET, EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OF HAPPY MAILMAN. THIS INDEMNIFICATION SHALL INCLUDE ALL COSTS AND EXPENSES INCURRED BY HAPPY MAILMAN, INCLUDING ATTORNEYS' FEES, AND SHALL SURVIVE THIS AGREEMENT. Without limitation to the foregoing, it is further expressly agreed by Owner that Happy Mailman's liability in connection with the provision of Services shall in no event exceed the lesser of the current chattel value of a Pet of the same breed or the sum of \$500.00 per animal admitted. Owner further releases Happy Mailman from any/all liability that may occur as the result of the Pet jumping over or digging under a fence or enclosure. Owner acknowledges that personal item(s) left at Happy Mailman may not be returned in original condition, and leave such items at Owner's own risk.

5. Owner agrees to be solely responsible for any and all acts or behavior of the Pet while in the care of Happy Mailman, to include payment of costs for injury to staff or other animals or damage to facilities caused by the Pet. Owner further indemnifies Happy Mailman against any claims made against Happy Mailman or its employees or members or other agents or losses or damages of any kind suffered by Happy Mailman as a result of Owner's failure to inform Happy Mailman of any condition or predisposition the Pet may have (such as illness or aggression problems), or which were otherwise caused by the Pet.

6. Owner understands that Happy Mailman utilizes playgroups where dogs interact. Squirt water bottles and citronella spray may be used for correction. In extreme cases dogs may be muzzled for their protection, the protection of other dogs or staff, or for excessive barking. Owner agrees that Pet may be removed from a playgroup at Happy Mailman's sole discretion and not permitted to interact further with other dogs during current or any subsequent stays. Owner further understands that when dogs play in groups there is a known and assumed risk that nicks and scratches may occur. Staff may or may not notify Owner immediately if the Pet sustains nicks or scratches. It is the policy of Happy Mailman to attempt to contact and notify the Owner or Emergency Contact only if a Pet is seriously injured.

7. All charges incurred by Owner for Services rendered by Happy Mailman shall be payable upon pickup or delivery of Pet, or when billed by Happy Mailman. Happy Mailman shall have, and is hereby granted, a lien on the Pet for any and all

unpaid charges resulting from Services provided by Happy Mailman. Owner agrees to pay service rates in effect on the date Pet is checked into Happy Mailman and to pay for any additional services requested when Owner picks up Pet. Owner further agrees that the Pet shall not leave the facility until all charges due are paid by Owner or proper payment arrangements are agreed upon by both parties.

8. Owner agrees that if he/she is a "no-show" to any reservation, Happy Mailman reserves the right to charge the Owner according to current cancellation policies set by Happy Mailman. Owner further agrees that if he/she is a "no-show" during a peak or holiday period and he/she has not cancelled at least seven (7) days prior to check in, he/she may be charged for the entire reserved stay. Owner will be informed at the time of making the reservation whether or not the reservation is during a peak or holiday period.

9. Owner agrees to notify Happy Mailman if the Pet's stay will exceed the scheduled checkout date. In the event the Pet is left in the care of Happy Mailman for (5) or more days past the scheduled pickup date without notification from Owner, the Owner agrees that Happy Mailman may contact appropriate authorities and/or make any arrangements necessary to remove the Pet from Happy Mailman premises. In the event of such situation, the Owner waives all rights to the Pet and waives all statutory or legal rights with respect to the Pet.

10. In an emergency, Happy Mailman may attempt to contact the Owner and/or the Pet's personal veterinarian as well as the emergency contact provided by Owner; however, such an emergency might not provide the time to do so prior to the administration of care. Owner authorizes Happy Mailman to obtain medical attention for Pet from any qualified veterinarian and to transport Pet to and from that veterinarian when Happy Mailman deems such medical care is important to Pet's health. Owner grants Happy Mailman or its employees or agent's full power of decision making and power of attorney involving the medical treatment of Pet and agrees to pay for all costs. Payment of any costs by Happy Mailman does not expressly or impliedly admit to liability for those costs. This applies to any claims for injuries or damages related to such medical care or transport. In the event of a Pet's death the Owner and/or the Owner's emergency contact will be notified immediately. Owner further agrees that if any fleas or ticks are discovered on the Pet during check in or at any time during the Pet's stay, Happy Mailman may administer a flea bath to the Pet at Owner's expense or request that the Pet be picked up immediately. Happy Mailman may administer a spot flea and/or tick treatment to any pet checking into the facility.

11. 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 and Happy Mailman. If any term of this Agreement, in whole or in part, shall be judicially determined to be invalid or unenforceable, such determination shall have no effect on the validity or enforceability of those terms which are otherwise valid and enforceable and this Agreement shall otherwise remain in full force and effect. Unless necessarily universal in character, any determination of invalidity or unenforceability shall have application only to the extent relevant to the facts and circumstances which give rise to the determination.

12. 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 submitted to binding arbitration according to 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 the award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party. The arbitrator(s) shall apply the law of the state and locality where the Services were provided to the merits of any dispute or claim. The parties hereby consent to the personal jurisdiction of the state and federal courts located where the Services were provided and agree that such courts shall have the sole and exclusive jurisdiction for any action or proceeding arising from or relating to this Agreement or relating to any arbitration in which the parties are participants, however nothing herein shall diminish the express intent of the parties that arbitration shall serve as the sole and exclusive forum for resolution of all disputes by and between the parties to this Agreement to the maximum extent allowed by law. THE PARTIES HAVE READ AND UNDERSTAND THIS CLAUSE 12, WHICH DISCUSSES ARBITRATION. THE PARTIES UNDERSTAND THAT BY SIGNING THIS AGREEMENT THAT THEY WILL SUBMIT ANY 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 THE PARTY'S RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE RELATIONSHIP BETWEEN THE PARTIES.

_____ Consent to Enter. By checking this box and initialing, I also hereby provide Happy Mailman with my consent to enter my residence for the purpose of providing the Services described herein.

Accepted and Agreed to:

Owner Signature: _____

Date: _____

Printed Name: _____

Phone: _____

Note: Required immunizations for dogs are Rabies, Bordatella (kennel cough), and DHLPP (Distemper, Hepatitis, Leptospira, Parvovirus, Parainfluenza).