

PET BOARDING AND DAYCARE AGREEMENT

This **Pet Boarding and Daycare Agreement** (the **Agreement**) is made between **“Dogtona Beach Pet Resort”** (as defined herein) and the pet owner whose signature appears below (**“Owner”**), who each agree as follows:

Services of Dogtona Beach Pet Resort.

1. Alpha Pet Services, LLC, a Florida limited liability company DBA (**“Dogtona Beach Pet Resort”**), has agreed to provide to Owner’s pet named below (the **“Pet”**), certain boarding, daycare, grooming, training and/or other services or goods (the **“Services”**) requested by Owner from time to time, subject to the terms of this Agreement.
2. Notwithstanding any contrary provision of this Agreement, Dogtona Beach Pet Resort, in its sole discretion, shall have the right to refuse to provide, or to refuse to continue to provide, any services to the Pet, at any time and for any reason.

Payment for Services.

1. Owner shall pay, at the established rates of Dogtona Beach Pet Resort, payable to “Alpha Pet Services, LLC”, all charges for all Services provided for the Pet by Dogtona Beach Pet Resort. All charges due from Owner to “Alpha Pet Services, LLC”, shall be paid in full at the end of each visit. Dogtona Beach Pet Resort shall have the right to refuse to release the Pet to Owner until all outstanding charges have been paid in full. To the extent permitted under applicable law, “Alpha Pet Services, LLC”, shall have a lien upon the Pet in the amount of any charges not paid when due.
2. If Owner fails to pick up the Pet on its scheduled checkout date, or the Pet is not released to Owner because of Owner’s failure to pay all charges owed to “Alpha Pet Services, LLC”, Dogtona Beach Pet Resort may, at its option, continue to provide to the Pet any or all of the Services contemplated by this Agreement and Owner shall be obligated for the payment of those Services at the then-current rates of Dogtona Beach Pet Resort.
3. Owner authorizes “Alpha Pet Services, LLC”, to charge any credit card of Owner on file with Dogtona Beach Pet Resort for any charges not paid by Owner when due.
4. Owner shall pay all collection costs, including attorneys’ fees and court costs regarding any sums owed by Owner to “Alpha Pet Services, LLC”, that are not paid when due.
5. Owner shall pay a fee of \$25.00 for any returned or dishonored check issued by Owner to “Alpha Pet Services, LLC”,.

Owner’s Warranties and Representations. Owner warrants and represents to Dogtona Beach Pet Resort that:

1. Owner is the sole owner of the Pet, free and clear of any claim, lien or encumbrance, and has full power and authority to enter into this Agreement.
2. All information provided by Owner regarding the Pet is accurate and complete and Owner has fully disclosed to Dogtona Beach Pet Resort any pre-existing illnesses, injuries or behavioral problems or conditions regarding the Pet.
3. The Pet has not been exposed to rabies, distemper or any other contagious disease within the sixty (60) days prior to any stay at any Facility.
4. Each of Owner’s warranties and representations shall be true and correct during all present and future visits by the Pet.

Abandoned Pets.

1. If Owner fails to pick up the Pet within five (5) days of its scheduled checkout date, or Dogtona Beach Pet Resort has not released the Pet to Owner within five (5) days of its scheduled checkout date due to non-payment, Dogtona Beach Pet Resort may, at its option, send to Owner a written notice stating that if Owner fails to pay all outstanding charges owed to “Alpha Pet Services, LLC”, and pick up the Pet from the Facility within ten (10) days of the date of such notice, the Pet shall be deemed to be an **“Abandoned Pet”**. The notice to Owner shall be sent by regular United States Mail to the most current address of Owner on file with Dogtona Beach Pet Resort.

2. Dogtona Beach Pet Resort may, at its option, place any Abandoned Pet with any humane society, animal shelter or animal rescue group, or permit any person selected by Dogtona Beach Pet Resort, in its sole discretion, to adopt the Abandoned Pet.

3. Owner shall have no further ownership right or other claim with respect to any Abandoned Pet and hereby releases “Alpha Pet Services, LLC”, its affiliates, members, managers, shareholders, directors, officers, employees, customers, guests, invitees, agents, licensees, contractors, landlords and tenants, and all other persons or entities (including any agency, shelter or person receiving ownership or possession of the Abandoned Pet) from any claim, loss or liability regarding the Abandoned Pet or Dogtona Beach Pet Resort’s care, treatment or disposition of the Abandoned Pet.

4. Owner hereby waives any statutory right to notice or other rights of Owner regarding any Abandoned Pet provided under applicable law. Notwithstanding the foregoing, Dogtona Beach Pet Resort may, at its option, exercise any rights and remedies regarding any Abandoned Pet provided under applicable law in addition to or in lieu of its rights and remedies under this Agreement.

5. No actions of Dogtona Beach Pet Resort regarding any Abandoned Pet shall relieve Owner of any liability for any outstanding costs or charges owed to Dogtona Beach Pet Resort regarding the Abandoned Pet.

Pet Health Services.

1. If at any time Dogtona Beach Pet Resort, in its sole discretion, determines that it is necessary to engage the services of a veterinarian, administer medicine, or give other treatment or necessary attention to the Pet, Dogtona Beach Pet Resort may do so and Owner shall pay all costs and expenses incurred for such veterinarian services, medications, or other necessary attention provided to the Pet. Such payment shall be made immediately upon the request of Dogtona Beach Pet Resort, but in any event not later than the end of the Pet’s visit. Owner also authorizes “Alpha Pet Services, LLC”, to immediately charge any credit card of Owner on file with it for any charges for veterinary services, medicine, treatment or other necessary attention provided to the Pet during its visit.

2. If Dogtona Beach Pet Resort determines that the Pet was brought to the Facility infested with fleas or ticks, Dogtona Beach Pet Resort may provide to the Pet any medication, bath or other necessary treatment and Owner shall pay all costs and expenses for such medication, bath or treatment.

Liability of Dogtona Beach Pet Resort.

1. Dogtona Beach Pet Resort shall at all times exercise reasonable care for the Pet while at any Facility.
2. Owner hereby waives and releases "Alpha Pet Services, LLC", its affiliates, members, managers, shareholders, directors, officers, employees, customers, invitees, agents, licensees, contractors, landlords and tenants from all claims, costs, expenses, suits and causes of actions, including attorneys' fees and court costs, related to any illness, injury, loss or death of the Pet, or otherwise arising out of or related to the subject matter of this Agreement, except those caused solely by the gross negligence or willful misconduct of Dogtona Beach Pet Resort.
3. Notwithstanding any contrary provision of this Agreement, any liability of Dogtona Beach Pet Resort related to any illness, injury, loss or death of the Pet, or otherwise arising out of or related to the subject matter of this Agreement, shall not exceed the lesser of: (i) the current chattel value of a pet of the same species and breed as the Pet; or (ii) \$400.00.
4. Dogtona Beach Pet Resort shall not be liable for any damage to or loss of any personal items left by Owner with Dogtona Beach Pet Resort.

Liability of Owner; Indemnification.

1. Owner shall be solely responsible for the behavior and actions of the Pet while at any Facility.
2. Owner shall indemnify, hold harmless and, if requested by "Alpha Pet Services, LLC", defend "Alpha Pet Services, LLC", and its members, managers, shareholders, directors, officers, employees, customers, guests, invitees, landlords and tenants from and against all claims, costs, expenses, suits and causes of actions, including attorneys' fees and court costs, arising from or related to: (i) the behavior and actions of the Pet while at any Facility; (ii) any injuries to the Pet, any other pets or any person, or damage to any Facility or other property, caused in whole or in part by the Pet; (iii) any breach by Owner of any term or condition of this Agreement; and (iv) the falsity of any warranty or representation made by Owner to "Alpha Pet Services, LLC",
3. Owner's obligations hereunder to indemnify, hold harmless and defend shall survive any termination or expiration of this Agreement.

Photographic and Video Release.

1. Owner irrevocably grants to "Alpha Pet Services, LLC", its agents, and licensees, and any press or news agencies authorized by "Alpha Pet Services, LLC", the permission and right, without payment of any royalty or other compensation, to: (i) photograph, videotape, record the Pet's image, likeness, sound and voice, by any means and in any medium, for any commercial, educational, charitable, news or other lawful purposes, which images shall be the sole property of "Alpha Pet Services, LLC", its agents, licensees or such news or press agencies; and (ii) publish, copyright, use or alter any images, likenesses or recordings of the Pet (with or without the name of the Pet or any fictitious name), for any commercial, educational, charitable or other lawful purposes, without any consent or approval of, Owner.
2. Owner releases and discharges "Alpha Pet Services, LLC", and its affiliates, members, managers, shareholders, directors, officers, employees, customers, invitees, agents, licensees, contractors, landlords and tenants, and any news or press agencies, from all claims, suits and liabilities related to the creation, publication, copyrighting, use or alteration of any images, likenesses or recordings of the Pet, including, without limitation, any claims, suits and liabilities for libel or invasion of privacy.

Miscellaneous.

1. This Agreement contains the entire agreement between the parties.
2. All terms and conditions of this Agreement shall bind and benefit "Alpha Pet Services, LLC", Owner, any other owner of the Pet, and the heirs, administrators, personal representatives, successors and assigns of each of them.
3. This Agreement supersedes any prior agreements between the parties regarding the subject matter of this Agreement. This Agreement shall be applicable to all Services provided by Dogtona Beach Pet Resort to the Pet on or after the date of this Agreement.
4. If any provision of this Agreement is held to be invalid or unenforceable, the balance of this Agreement shall continue in full force and effect, to the fullest extent permitted by law or equity.
5. This Agreement shall be governed by the laws of the State of Florida, without any reference to principles of conflicts of laws.
6. A fully executed facsimile, photocopy or electronic copy of this Agreement shall have the same force and effect as the original for all purposes and shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such copy was made in the regular course of business).

Arbitration.

1. Any claim or dispute between Owner and "Alpha Pet Services, LLC", regarding this Agreement or its subject matter which has not been resolved through negotiation between the parties shall be settled and determined through arbitration in accordance with the Rules of Commercial Arbitration of the American Arbitration Association.
2. Any arbitration conducted pursuant to this Agreement shall be conducted by a single arbitrator to be agreed upon by the parties, or if the parties cannot agree upon a single arbitrator, each party shall select an arbitrator who shall then select a single arbitrator who shall conduct the arbitration.
3. Any arbitration conducted pursuant to this Agreement shall be conducted in Jacksonville, Florida, unless prohibited

by applicable law.

4. The written decision of the arbitrator shall be binding, final and conclusive on the parties and shall be the exclusive final remedy of the parties under this Agreement. The arbitrator shall determine the costs and fees of the prevailing party, including reasonable attorney's fees, and such costs and fees shall be included in the arbitration award. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

WAIVER OF JURY TRIAL.

IF FOR ANY REASON THE FOREGOING ARBITRATION PROVISIONS ARE FOUND TO BE UNENFORCEABLE, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHTS IT MAY HAVE TO A JURY TRIAL REGARDING ANY DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE MATTERS DESCRIBED HEREIN.

Name of Pet:

OWNER:

Signature: _____

Print Name: _____

Date: _____

DOGTONA BEACH PET RESORT:

Signature: _____

Print Name: _____

Date: _____