

AGREEMENT
POLICIES, PROCEDURES AND RELEASE, WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT



In consideration for my pet being permitted to be groomed or to stay at Lucky Pets for daycare or overnight boarding, I make the following representations and agree to all of the following policies, procedures, terms and conditions:

1. **REQUIREMENTS OF PET.** My pet meets the following requirements: He/she (a) has successfully completed the Lucky Pets behavioral interview; (b) is current on his/her Rabies, Distemper and Bordetella vaccinations for dogs in daycare or boarding; (c) is current on his/her Rabies, Distemper and Feline Leukemia vaccinations for cats in boarding, or daycare; (d) is in good general health and free of ticks and fleas; (e) is not aggressive or protective of toys. For any dog receiving a bordetella vaccination, Lucky Pets will only accept a dog if the vaccine has been provided intranasally at least 72 hours in advance of services and via injection at least 120 hours in advance of services.
2. **REGISTRATION.** I have completed the Lucky Pets Registration form.
3. **FEES.** I agree to pay for all daycare and boarding fees, plus services and products by credit card, cash, or debit card at the time I pick up my pet from each visit to Lucky Pets. In the event I request that my pet be boarded for 5 nights or longer, I agree to pre-pay all fees for the care of my pet(s). I further agree to pay the cost of any debit charges returned or challenged for any reason. In the event I pick up my pet earlier than scheduled, I shall have the choice of receiving a credit or refund, onto the same payment source, for any services unused.
4. **CREDIT CARD.** Credit card numbers will be obtained at time of drop off for boarding.
5. **LEASH/COLLAR.** My pet will enter and exit the Lucky Pets facility with a leash and collar or collar and carrying case.
6. **FOOD.** It is my responsibility to supply food for my pet. Food must be brought in disposable baggies with my pet's name and an outline must be enclosed with my pet's feeding schedule. If I do not bring enough food for the duration of my pet's stay, Lucky Pets will supply food for my pet at an additional fee of \$3 per meal. Lucky Pets recommends and provides pets with stainless steel or plastic dishes for food. If I supply my own dish for feeding, (ceramic, glass, etc.), Lucky Pets shall not be responsible for any breakage or damage caused to such a dish.
7. **MEDICATION:** It is my responsibility to supply medication for my pet. Medications must be in the original packaging with the veterinarian's instructions. A \$3 fee will be charged for each individual dose of medication administered to pets staying at Lucky Pets.
8. **PERSONAL PROPERTY.** I agree that Lucky Pets will not be responsible or liable for any lost, stolen or damaged personal property belonging either to me or my pet.
9. **PICK UP TIME.** I understand that I need to pick up my pet(s) from boarding by at least noon.
10. **EXTENDED DAYS.** I understand that if I want to pick up my pet between noon and 5pm I'll pay \$18 for an extended half day. Also, if I want to pick up my pet after 5pm (before 8pm) I'll pay \$23 for an extended full day.
11. **CANCELLATION POLICY.** I understand that I must give at least forty-eight (48) hours notice if I want to cancel my appointment. I further understand that I will be charged a no-show fee equal to one (1) night of boarding per pet if I fail to cancel my boarding reservation at least forty-eight (48) hours prior to the date for which my reservation is made. Lucky Pets requires a credit card at the time a reservation is made.
12. **HOLIDAY POLICY:** Holiday Reservations require a 2-night minimum stay. A \$50.00 non-refundable fee will be charged to my credit card at the time of the reservation and will be applied to any incurred boarding fees. Holidays include New Year's Eve, New Year's Day, Christmas Eve, Christmas Day, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving, and MEA Break.
13. **AGGRESSIVE PETS.** Aggressive pets are not permitted in Lucky Pets. If my pet acts aggressively or exhibits unacceptable behavior, as solely determined by Lucky Pets, he/she may be quarantined or be removed from the facility. Lucky Pets will use reasonable efforts to consult with me about aggression and ways to address it, however, aggressive pets may be barred from Lucky Pets. Such decisions will be made at the sole discretion of Lucky Pets.
14. **ABANDONED PETS.** I agree that I will not neglect to pick up my pet from Lucky Pets by the time he/she is scheduled to leave without providing notification. Any pet that is left at Lucky Pets without proper arrangements having been made with the owners of Lucky Pets will be considered abandoned and subject to disposition by the staff of Lucky Pets. I FULLY UNDERSTAND AND AGREE THAT IF I ABANDON MY PET AT LUCKY PETS, I MAY BE UNABLE TO RETRIEVE POSSESSION OF MY PET AND WILL HAVE NO RECOURSE AGAINST LUCKY PETS AS PROVIDED FOR BELOW.
15. **CONTINUING DUTY TO DISCLOSE.** I have disclosed and agree to continue to disclose on an on-going basis, any and all medical or other conditions—INCLUDING BUT NOT LIMITED TO BORDETELLA (KENNEL COUGH), GIARDIA, OR ANY OTHER FORM OF CONTAGIOUS ILLNESS—including but not limited to personality concerns or behaviors that may affect, limit or prevent my pet's ability to participate in play time, otherwise attend Lucky Pets, or jeopardize the health or welfare of other pets attending Lucky Pets.

16. **PARTICIPATION.** I understand that participation in play time is at the sole discretion of Lucky Pets and that pets may be separated from other pets or asked to leave for any reason at Lucky Pet's sole discretion.
17. **ACCEPTANCE AND ACKNOWLEDGEMENT OF LUCKY PET'S PARTICIPATION RISK.** I fully understand that there are inherent and potential risks (foreseeable or not) involved when humans and pets interact, as well as when pets interact with other pets. These risks may include, but not be limited to, property damage, bodily injury, sickness (including illnesses/diseases described in paragraph one of this agreement, including rabies, distemper, bordetella, giardia, feline leukemia, and/or any others, whether contracted at Lucky Pets or elsewhere) or death to human or pet. I fully accept and assume all risks and responsibility for damages caused and received by my pet while at Lucky Pets, including, without limitation, all losses, costs and damages incurred as a result of me or my pet's participation in daycare and cage-free boarding, including any veterinarian expenses incurred on behalf of my pet.
18. **WAIVER, RELEASE AND INDEMNIFICATION.** I hereby expressly and forever waive, discharge claims, indemnify, release from liability, hold harmless, defend and covenant not to sue Lucky Pets, and their invitees, owners, officers, directors, employees, volunteers, agents, consultants, professional advisors, lessors, and/or any other parties owning, controlling or having any interest in the property upon which Lucky Pets operates, and all other representatives or agents (collectively "Releasees") from and against any and all injury, liability, claims, litigations, actions, suits, costs, losses, damages, expenses or demands (including reasonable attorney's fees) of every character whatsoever on account of, arising out of, resulting from or relating in any way to (i) any act or omission of the Releasees, including negligence, and (ii) me or my pet's participation in activities at Lucky Pets, or otherwise.
- a. I FURTHER AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS the Releasees from any claims, litigation, actions, suits, damages, costs, attorney's fees, losses or injuries as the result of any such claim. I agree that this release shall be binding on me and my successors, heirs, legal representatives and assignees.
 - b. I also expressly and forever release Lucky Pets from any duty to protect me or my pet(s) from injury of any kind, and agree that even if Lucky Pets chooses to implement safety precautions, such actions shall not alter the fact that I have released Lucky Pets from any duty to protect me or my pet(s).
19. **VETERINARIAN LIABILITY AND CARE.** I agree to allow Lucky Pets to obtain medical treatment for my pet, if, in its sole discretion, it appears that my pet is ill, injured or exhibits any other behavior that would reasonably suggest that my pet may need medical treatment. If a pet passes away at Lucky Pets, it will be brought to its, or the nearest, veterinarian. I AGREE THAT I AM FULLY RESPONSIBLE FOR THE COST OF ANY SUCH MEDICAL TREATMENT AND FOR THE COST OF ANY TRANSPORTATION FOR THE PURPOSES OF SUCH TREATMENT.
20. **IMAGES OF MY PET.** I allow Lucky Pets and its staff or agents to take photos or videos of my pet and use them for marketing and promotional purposes. Lucky Pets shall only publish videos, photos and first names of any pets.
21. **RESOLUTION OF DISPUTES.** Any controversy or claim arising out of or related to this Agreement shall be settled by binding arbitration administered by the American Arbitration Association. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdictions thereof. The proceedings on such arbitration shall be held in Hennepin County unless the parties otherwise agree. The laws of the State of Minnesota shall apply to the dispute and each party shall pay their attorney fees and one half of the arbitration fees. If I choose to file for arbitration against Lucky Pets, I understand that if I should prevail, then my recovery shall be limited to the monetary value that I paid for my pet.
22. **REPRESENTATIONS.** The information provided in the attached Lucky Pets application and through this Agreement are true and that Lucky Pets may reasonably rely on the accuracy of said information in agreeing to care, board or otherwise attend to the needs of my pet. I agree that I have been provided the opportunity to take my pet to another provider in lieu of signing this agreement. I have signed this Agreement of my own free will and without any inducement, assurance or guarantee from Lucky Pets. Lastly, the pet I am bringing to Lucky Pets is my pet or I have legal authority to deliver the pet to, and request services from, Lucky Pets on behalf of the pet's lawful owner.

REV: 12/3/15