

AGREEMENT



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

PET'S NAME: _____ OWNER'S NAME: _____

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) is current on his/her Rabies, Distemper and Bordetella vaccinations for dogs in daycare or boarding; (b) 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; (c) 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 orally at least 5 days in advance of services and via injection at least 7 days in advance of services. For maximum protection we advise that the Bordetella is given two weeks in advance.
- **2. APPLICATION.** 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. I understand that Lucky Pets does NOT accept checks. I further agree to pay the cost of any debit charges returned or challenged for any reason. **GROOMING FEES:** In the event that my pet is groomed and stays an hour or more past the time my groomer has quoted and is finished with my pet, I agree to pay the grooming daycare fee of \$15.00.
- **4. CREDIT CARD.** I understand that if someone else listed on my account is picking up my dog via my authorization on drop-off day, I **must** put my card on file. I authorize Lucky Pets to charge the card on file at the time my pet(s) are picked up from their boarding or daycare stay.
- **5. LEASH/COLLAR.** My pet will enter and exit the Lucky Pets facility with a fixed length leash and collar or collar and carrying case. Retractable leashes will not be accepted and use of one will result in being asked to use or purchase a fixed length leash for my pet while at the facility.
- **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 \$5.00 per meal. Lucky Pets provides pets with stainless steel 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 prescription packaging with the veterinarian's instructions. A \$4.00 fee will be charged per day for medication administered to pets staying at Lucky Pets.
- **8. PERSONAL PROPERTY.** I agree to label all of my pet's belongings including toys, food, bed etc. before I drop him/her off. Lucky Pets is not 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 there is no charge for the day if I pick up my pet from his/her boarding stay by noon.
- **10. EXTENDED DAYS.** I understand that when I decide to pick up my dog from an over-night boarding stay after 12:00pm, I agree to pay the \$32.00 extended daycare fee until close. This applies on pick up day only.
- **11. BOARDING RESERVATION FEE.** I understand that a reservation fee of \$49.00 will be taken at the time an appointment is made and that this fee will be applied to the balance due at pick up. The reservation fee is only refundable up to seven (7) days prior to the start of the pet's scheduled stay.

- 12. **CANCELLATION POLICY.** I understand that I must give at least forty-eight (48) hours notice if I want to cancel my appointment.
- 13. **HOLIDAY POLICY:** A \$50.00 deposit will be charged to my credit card at the time of the reservation and will be applied to my final bill upon my pet's completion of their stay. In the event that I decide to cancel my reservation/do not show up, the \$50.00 deposit will NOT be refunded back to my card. 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. I understand that Lucky Pets will be closed for drop-off and pick-up on all major holidays, but their boarding staff will be present to attend to my pet's needs.
- 14. **BEHAVIOR OF PETS.** For the safety of our guests, 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 isolated or removed from the facility. Lucky Pets will use reasonable efforts to consult with me about aggression and ways to address it, however, highly agitated, anxious or aggressive pets may be turned away from Lucky Pets. Such decisions will be made at the sole discretion of Lucky Pets.
- 15. **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 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.

- 16. **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 (KENNAL COUGH), GIARDIA, WORMS 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. Should my pet contract an illness I agree to book boarding or daycare reservations only after my vet has confirmed my pet is no longer contagious.
- 17. **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.
- 18. **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.
- 19. **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).
- **20. VETERINARIAN LIABILITY AND CARE.** I agree to allow Lucky Pets to obtain medical treatment for my pet, 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.
- **21. 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.
- **22. 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.
- **23. 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.

I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS "POLICIES, PROCEDURES AND RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT" AND UNDERSTAND ITS TERMS AND CONDITIONS.

Has your dog been deemed dangerous by any agency? Yes / No

Signature: _____ **Date:** _____

Print Name: _____

REV: 01/27/2022