

PET CARE CONTRACT

This Agreement and the Supplements referred to apply to all visits by Pet to The Barkly Pet Retreat and Spa ("The Barkly"). Unless specified, the terms of the Agreement cover the Retreat and Spa.

1. **Services.** We agree to provide the specified services ("Services") to your Pet for each visit as indicated on the Service Card that will be filled out for each of your Pet's visits. We will exercise reasonable judgment as we provide the Services.
2. **Payment for Services.** You agree to pay us for the Services we provide to your Pet during each visit at the rates set forth at the start of such visit (collectively the "Charges"). Prices are subject to change without notice and seasonal rates may apply. Charges begin on the day you leave your Pet. Checkout time is by noon on the Departure Date and additional Charges will be due for late checkout. If you do not pay your bill in full at checkout, The Barkly is required to return your Pet to you at the time of checkout. You understand, however, that you will remain liable for all Charges incurred during your Pet's stay, and The Barkly reserves the right to collect any unpaid balance.
3. **Reservations.** Reservations are accepted but not guaranteed without verification of The Barkly requirements.
4. **Cancellations.** If you need to cancel your reservation, please do so at least two (2) days prior to your arrival date. The Barkly reserves the right to charge late cancellations fees.
5. **Emergency Contact.** You must provide an adult, over the age of 18, as your Emergency Contact. Your Emergency Contact must also be someone other than the primary Pet Parent(s) and should not be someone traveling with you if you are leaving town. If we cannot reach you, you authorize us to contact your Emergency Contact. You agree that your Emergency Contact shall have your full and complete authority to make any and all decisions, including those related to the health of your Pet and the expenditure of funds, for or on behalf of you and your Pet.
6. **Emergencies.** In an emergency or natural disaster, every effort will be made to contact you or your Emergency Contact to retrieve your Pet. You agree that The Barkly, at its sole discretion, is authorized to transport, and/or to make temporary alternative arrangements to house and care for your Pet until you or your Emergency Contact can retrieve the Pet. You understand it may not always be possible to safely evacuate your Pet.
7. **Check-In and Check-Out.** The lobby is open for check-in and checkout as posted Monday thru Sunday, 7:00am to 7:00pm. We may require government issued identification before releasing the Pet(s) as we want to be sure we only release your Pet to you, your Emergency Contact or such other individual(s) designated by you in writing as authorized to pick up your Pet.
8. **Pet Health and Behavior.** We reserve the right to refuse to accept a Pet at check-in for any reason, including without limit, if it appears to us the Pet is sick, injured, in pain, or that its behavior could jeopardize the health or safety of other Pets or our staff.
 - No Pet can stay with us unless the Pet is healthy and we have confirmation from a licensed veterinarian or approved designee that the Pet has received all vaccination required by The Barkly.
 - If at any time your Pet is found to have fleas or ticks, we may provide the appropriate flea or tick removal treatment, and you authorize us to provide such service at your additional expense.
 - We may accept certain older Pets and we may administer routine medication for chronic conditions, but we are not equipped to care for acutely sick Pets or aggressive or biting Pets.
 - You represent that to the best of your knowledge, your Pet has not been exposed to rabies, distemper, or parvovirus within 30 days prior to beginning its stay with us.
 - If your pet has been treated for a contagious illness, we cannot accept your Pet for at least two (2) weeks after treatment has been completed and a statement of health is obtained from a licensed veterinarian.
 - You acknowledge that we may contact appropriate authorities if your Pet bites another Pet or any person.
 - You acknowledge and agree that in the unlikely event your Pet becomes ill or injured, or if your Pet has a pre-existing condition which is aggravated by its stay, and required professional attention we will attempt to notify you or your Emergency Contact at the telephone numbers you provide on the reverse side. If we cannot reach you or your Emergency Contact, The Barkly at its sole discretion, may engage the services of a veterinarian and/or administer medicine or give other necessary attention to your Pet, and you authorize us to provide such service at your additional expense. In cases we believe to be critical, we may take your Pet to the veterinarian first before trying to contact you. If you refuse medical treatment for your Pet, The Barkly, at its sole discretion, may engage the services of a veterinarian and/or administer medicine to make your Pet as comfortable as possible until picked up by you or your Emergency Contact and you authorize us to provide any such service at your additional expense. If we cannot reach you or your Emergency Contact, we will make healthcare decisions for your Pet based on the recommendations of available professionals.
9. **Contact with Other Pets.** While your Pet is staying with us, he or she will come into contact with other Pets. Every effort will be made to ensure the safety of our guests by enforcing strict restrictions on Pets as set forth in The Barkly procedures.
 - You acknowledge and agree that in the unlikely event your Pet is injured by another Pet, YOU RELEASE THE BARKLY AND ITS AGENTS FROM ANY LIABILITY FOR SUCH INJURY.
 - If your pet injures another Pet, you will be solely responsible for any injury to the other Pet(s) as well as your own Pet, and YOU RELEASE THE BARKLY AND ITS AGENTS FROM ANY LIABILITY FOR SUCH INJURY.
 - Communicable diseases: all Pets coming into the Retreat and Spa are required to be vaccinated. However, it is still possible for a Pet to become ill, even if vaccinated. You understand this risk and agree that The Barkly is not liable for any illness suffered by your Pet during or after its stay, including but not limited to Tracheobronchitis (Canine Cough).
10. **Pets not picked up on the Departure Date.** If you and your Emergency Contact do not pick up your Pet at the agreed upon time, you hereby authorize us to continue to provide the Services as set forth in this Agreement at your expense. If The Barkly determines, at its sole discretion, that an extension of Services, is required, payment in full may be required prior to extending such Services. Notwithstanding the foregoing, if your Pet is deemed abandoned under local, state, or federal laws or regulations, or in The Barkly's discretion as permitted by law, we will follow the Abandoned Pet Procedure.
11. **Abandoned Pet Procedure.** Unless otherwise required by applicable law, if you fail to pick up your Pet by the designated time:
 - All Services will stop, with the exception of medication administration necessary to ensure Pet health and safety and basic boarding services (food, water, relief time and shelter). The Barkly day camp and grooming guests may be converted to boarding services if the Pet has been picked up within the lobby hours and you shall pay the expense.

FIRST

LAST

PET 3

PET 2

PET 1

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- We will attempt to contact you by telephone and/or in writing using the information that you have provided, advising you that if your Pet is not picked up within a reasonable time period, your Pet will be deemed to be abandoned and that we will deliver the Pet to a third party adoption partner, Animal Control or other similar government agency. You understand that you may lose ownership of your Pet under these circumstances. If you fail to pick-up your Pet for any reason, understand that you may lose ownership of your Pet under these circumstances. If you fail to pick-up your Pet for any reason, YOU RELEASE THE BARKLY FROM ALL FURTHER LIABILITY AND RESPONSIBILITY FOR YOUR PET.
 - You shall remain liable to us for all unpaid Charges, including without limit the court costs and reasonable attorneys' fees incurred in the collection of the Charges.
12. **Your representations to us.** You represent to us that you are the owner of the Pet and that you are fully authorized to enter into this Agreement. All of the information about you and your Pet in this Contract is true, accurate and complete. In a custody dispute, we will exercise reasonable judgment based on the known facts and we may, in our sole discretion, require proof of ownership, a written property settlement agreement or court decree.
- To the best of your knowledge, your Pet has no illness, injury or behavior problem (including aggressive or biting behavior) that has not been disclosed to us.
 - You agree to indemnify and hold us harmless, from and against all loss, damage or expense, including attorneys' fees, resulting from misrepresentations by you or your representatives or resulting from your Pet's stay including, without limitation, any person claiming to be the owner of your Pet and any person claiming damage or injury by your Pet.
13. **Miscellaneous Provisions.** The written Contract constitutes our entire and only agreement and there are no oral agreement or understandings except as provided for in this Contract.
- This Contract shall bind us and our assigns and you and your heirs and assigns.
 - The law that applies to the Contract is the law of the state or province and municipality where your Pet is to stay. If there are disputes that result in litigation, the court of the state or province and municipality where your Pet is to stay shall have exclusive jurisdiction.
14. **Personal items.** Do not bring items with your Pet that are valuable or irreplaceable. The Barkly is not responsible for loss or damage to any personal item or toy left with your Pet.
15. **Photography Release.** You release permission to The Barkly to use photographs and/or video of your Pet(s) for such purposes as publicity, illustration, advertising, and Web content.
- Yes ___ or No ___
16. **Definitions.** The terms used throughout this Contract, whether capitalized or not, and in either the singular or plural form, shall mean as follows: "We", "us" and "Retreat" means The Barkly and its subsidiaries. "You" and "your" shall mean the Pet Parent(s) signing this Contract. "Pet" shall mean the dog(s) and cat(s) staying at The Barkly and "your Pet" shall refer to the Pet(s) designated by the Pet Parent and in this Contract.

You have read this entire agreement, you have had the opportunity to discuss it with us to your satisfaction, and you agree to its terms.

Pet Parent Signature _____ Date _____

Pet Parent Name – Please print _____ Home Phone _____

Address (Street or Mailing Address) _____ Cell Phone _____

Address (City, State, Zip Code) _____ Email Address _____

Emergency Contact who can act on your behalf for all purposes under this agreement:

Emergency Contact 1 Name _____ Home Phone _____

Relationship to Pet Parent _____ Cell Phone _____

Emergency Contact 2 Name _____ Home Phone _____

Relationship to Pet Parent _____ Cell Phone _____

The Barkly Associate Initials _____