

New Tampa Pet Resort Owner Agreement

This is an agreement between NEW TAMPA PET RESORT, Inc. (herein called NTPR) and the Pet Owner(s) [name]_____ (herein called Owner). The term(s) of this agreement will last for a period of no less than 1 year from the time period initiated by the signature of this agreement. [Date]_____ After such time period a new agreement will be initiated.

- 1. Owner agrees to pay the rate for boarding, daycare, grooming, obedience training (herein four services "stay") in effect on the date the pet(s) is checked into NTPR. Owner further agrees to all policies listed under Section I. NTPR Policies.**
- 2. Owner further agrees to pay all costs and charges for special services requested, including but not limited to any and all veterinary costs for the pet(s) during the time the pet is in our care. Owner further agrees that the pet(s) shall not leave NTPR until all charges incurred are paid to the NTPR.**
- 3. By signing this contract and leaving their pet(s) with NTPR, Owner certifies to the accuracy of all information given about their pet(s).**
- 4. Owner specifically represents that he or she is the sole owner of the pet(s), free and clear of all liens and encumbrances.**
- 5. Owner specifically represents to NTPR that the pet(s) has not been exposed to Rabies, Distemper or been ill within a 30 day period prior to stay.**
- 6. In accepting your pet(s) for boarding, daycare, grooming, obedience training we promise to exercise due care to protect its (their) attention. NTPR will not be liable for death or damage caused by, but not limited to the following: any pre-existing condition, whether known or unknown, that causes illness or disease, organic failure, jumping or scaling fences, running away, loss due to theft, fire, acts of God (hurricanes, floods,**

tornadoes, etc.) or any other unavoidable or unforeseeable causes. The Owner agrees to be solely responsible for any and all acts or behavior of said pet while it is in the care of NTPR and Owner agrees to pay costs of any property damage and/or personal injury caused by said pet(s) during its stay at NTPR. It is expressly agreed by Owner and NTPR that NTPR liability shall in no event exceed the sum of \$100.00 per animal stay.

7. I certify that my pet(s) is under FLEA AND TICK CONTROL AND IS ADMINISTERED TO THE PET AS DIRECTED by the manufacturer; AND HAS BEEN LEGALLY PURCHASED BY A LICENSED, UNITED STATES DVM. If pet(s) are not under such flea and tick control upon arrival of service at NTPR, NTPR will administer such flea and tick control at Owner's expense. NTPR, at its discretion and assessment of the pet at any time on premise at NTPR, acting as a reasonable person, has the right to treat for fleas or ticks at Owner's expense. NTPR reserves the right to deny entrance into the facility and use of grooming, daycare, and boarding. I agree, if my pet(s) shows any signs of fleas and ticks during its stay, NTPR may administer the proper medication, and pest extraction procedure needed to eliminate such condition(s) at Owner's expense, up to and including immediate pick-up of pet(s) by Owner or authorized contact of Owner. Further, Owner will be liable for all expenses incurred for treatment and care of other exposed pet(s) utilizing services at NTPR, and NTPR Employees as well as expenses incurred as such. NTPR will not be responsible for any fleas or ticks noted on the pet(s) after 10 minutes of leaving the facility.
8. If the pet(s) becomes ill or if the state of the pet(s) health otherwise requires professional attention, NTPR, at its sole discretion, will engage the services of a Veterinarian of NTPR's choice, to administer medication or give other requisite attention to the pet(s) and all expenses thereof shall be paid by Owner.
9. All charges incurred by Owner shall be payable upon pick up of the pet(s) and if an extended stay is desired, charges to date plus a weekly deposit are to be paid. If the pet(s) is not called for within 10 days after the scheduled check-out date, said pet may be sold or disposed of at our discretion, and the proceeds of said sale, will be deducted all fees and charges under this contract, plus all costs incurred in the collection of these charges including reasonable attorneys' fees. Notice of sale or disposal will be given by a registered letter to Owner's last known address

according to our records at least 10 days prior to such action being taken. No further notice shall be given.

10. From time to time, pictures of pets will be taken for use in advertising and promotion of this business and it is expressed that if we use your pet's picture you will not be given any fee or royalties for this use. If you do not want your pet's picture to be used, you must notify us now.
11. This contract contains the entire agreement between the parties. All terms and conditions of this contract shall be binding on the heirs, administrators, personal representatives and assigns of Owner and NTPR.
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 contract 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 settled in accordance with 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 his award, determine an award to the prevailing party of the cost of such arbitration and reasonable attorney's fees of the prevailing party.
13. Owner agrees to adhere and abide by all NTPR Pricing and Policies set forth in the Policies Section of the Guest Enrollment Packet.

Owner Signature: _____

Date: _____

NTPR Representative: _____

Date: _____