

SMART PARKE AGREEMENT

This Agreement is by and between Smart Parke and the pet owner whose name and whose signature appears below (hereinafter called "Owner"). Following are the terms of service for the stay of Owner's Pet at Smart Parke:

I.) DISCLOSURE: By signing this Agreement and leaving your Pet with Smart Parke, Owner certifies to the accurate disclosure of all information provided to Smart Parke either in writing or orally about the Pet and Owner specifically represents that he or she is the sole owner of the Pet, free and clear of all liens and encumbrances. Owner agrees to disclose to Smart Parke all known medical conditions and/or behavioral problems, which may affect Pet's care. Owner specifically represents to Smart Parke that Pet is healthy and meets Smart Parke's published vaccination standards. Owner represents that each time Pet is brought to Smart Parke, Owner is recertifying that Pet is in good health and has not had any communicable illness of any kind for 30 days prior to visit. Owner further agrees to inform Smart Parke of any changes in Pet's condition and/or behavior prior to subsequent visits. Smart Parke reserves the right to refuse service to any Pet for any reason, at any time, including, but not limited to: pets lacking proof of vaccinations, pets displaying signs of untreated or potentially contagious conditions and/or pets exhibiting aggressive or unacceptable behavior. For the purposes of this Agreement, the terms "Pet" or "Pets" refer to all pets under said ownership of Owner who utilize services at Smart Parke, either now or in the future.

Owner's Initial: _____

II.) RESERVATIONS AND DEPOSITS: A confirmed reservation is a reservation that is booked with a deposit and valid credit card on file. Reservations require a 50% deposit of the reservation total fee. Reservations must be cancelled at least five (5) days prior to arrival date. Failure to cancel a reservation with at least five (5) days' notice prior to arrival date (including a "no-show") will result in forfeiture of entire deposit. If Owner decides to shorten Pet stay (prior to the original scheduled day of departure), Owner will be charged for the entire original length of reservation.

Owner's Initial: _____

III.) PAYMENT: Owner agrees to pay the applicable service rates in effect on the date Pet is checked into Smart Parke and to pay 50% deposit of the total estimate of services requested for any additional services requested by Owner. The remaining balance for all accommodations and services reserved will be paid for at time of check-out.

Owner's Initial: _____

IV.) EXTENDED STAY PAYMENTS: Stays exceeding two weeks require payment for the outstanding balance at the end of the two weeks and then on a weekly basis afterward. Owner authorizes Smart Parke to use the credit card on file for these payments.

Owner's Initial: _____

V.) COMMUNICATION: Owner consents to receiving email and/or text messaging from Smart Parke informing Owner of Pet's condition and stay experience, to obtain feedback on Owner's experience with our facility and team, and to provide general reminders and information.

Owner's Initial: _____

VI.) ABANDONMENT: If Pet is not picked up by Owner (or an authorized representative of Owner) within 14 calendar days after the day Pet is scheduled to depart, Owner understands that pet shall be deemed to be abandoned and Owner specifically waives all statutory or legal rights to the contrary.

Owner's Initial: _____

VII.) ASSUMPTION OF RISK: Smart Parke agrees to exercise reasonable care of Pet during its stay and, if applicable, during transport. Owner is aware that employees of Smart Parke are not veterinarians and do not have backgrounds in animal medicine and are not expected to diagnose or detect illnesses in the pets at Smart Parke. Owner acknowledges that no amount of vaccination requirement, sanitation or personalized care can prevent pets from contracting an airborne virus or communicable disease. Owner further understands that pets are pack animals, lead with their teeth, paws/claws, are unpredictable in nature and no amount of supervision can be 100% certain to prevent pets from being injured. Owner understands these risks of illness, disease or harm and hereby releases Smart Parke, its employees, members or other agents, from any and all losses, damages, costs, and expenses arising out of or in connection with any communicable disease, airborne virus, or any other medical condition or injury contracted by Owner's Pet at Smart Parke. Furthermore, if Pet is transported to or from Smart Parke by Smart Parke staff, Owner holds Smart Parke harmless in the event of injury or accident during transportation.

Owner's Initial: _____

VIII.) DAY CAMP ASSUMPTION OF RISK: For safety reasons, Owner understands that Day Camp Services are a privilege extended only to well-behaved, socialized dogs who have gone through an initial temperament evaluation and who have been deemed "acceptable" for such Services, in the sole discretion of Smart Parke. Smart Parke reserves the right to refuse service to any dog for any reason, at any time, including, but not limited to: dogs lacking proof of vaccinations, dogs displaying signs of untreated or potentially contagious conditions and/or dogs exhibiting aggressive or unacceptable behavior. All dogs six months of age or older must be spayed or neutered to participate in the Services. Owner understands that the Service's leash-free environment allows dogs the opportunity to play in close physical contact (including nose-to-nose) with each other. Owner further understands that dogs are pack animals, lead with their teeth and paws, and are unpredictable in nature.

Owner's Initial: _____

IX.) ACTS OF BEHAVIOR: Owner agrees to be solely responsible for any and all acts or behavior of Pet while in the care of Smart Parke, including payments of costs of injury to staff or other animals or damage to facilities caused by Pet. Owner also understands that squirt bottles, citronella spray and, in extreme cases, muzzles may be used for the protection of other pets or staff. Owner further agrees to indemnify Smart Parke and its agents against any claims made against Smart Parke or its employees or members or other agents or losses or damages of any kind suffered by Smart Parke or its agents as a result of Owner's failure to inform Smart Parke of any pre-existing condition Pet may have (such as illness or aggression problems) or which were otherwise caused by Pet.

Owner's Initial: _____



SMART PARKE AGREEMENT

X.) MEDICAL ATTENTION: In the event of an injury, emergency or when Smart Parke, in its sole discretion, deems medical care is important to Pet's health (including, but not limited to vaccinations, fleas, ticks, diarrhea, rashes, cuts, etc.), Owner grants Smart Parke permission to obtain medical attention for Pet from a local veterinary hospital of Smart Parke's choosing. In such event, Owner grants to Smart Parke the full power of decision-making involving the medical treatment of Pet (including transportation to and from agent) and agrees to pay for all costs associated with said medical treatment. Owner hereby authorizes Smart Parke to use Owner's credit card on file to pay for said medical treatment prior to check out. Although Smart Parke may utilize the veterinary services of local veterinarians, it is expressly understood by Owner that each is a separate legal entity responsible for its own actions, workings and services. Owner agrees to hold Smart Parke and said local veterinary hospital, its employees and agents, harmless from any and all claims as a result of treatment provided to Pet.

Owner's Initial: _____

XI.) COMPLIANCE: Owner agrees to comply with the published policies of Smart Parke, which may be revised from time to time, with or without notice.

Owner's Initial: _____

XII.) PRE-PAID PACKAGES: In the event Owner decides to purchase a pre-paid package for services, Owner understands such sale price is offered at a special discount in exchange for a non-refundable commitment to use all such funds at Smart Parke. Owner further understands that after the sale, things may happen that are out of the control of Smart Parke, including, but not limited to: the death of Pet, the relocation of Owner, behavioral changes in Pet, and the decision to stop utilizing Smart Parke for services. Pre-paid packages may not be sold or transferred to any Pet outside Owner's direct ownership. Owner may elect to transfer a pre-paid package to any Pet that is directly owned by Owner, no other transfers or refunds of pre-paid packages are allowed.

Owner's Initial: _____

XIII.) MULTIPLE FAMILY MEMBERS: If Owner requests to board Pet together with other family members in the same suite, Owner acknowledges and understand that (regardless of the amount of supervision) such an arrangement may decrease Smart Parke's ability to detect issues, diseases and illnesses. Furthermore, because actions of pets may be unpredictable, this arrangement may also significantly increase the chance of injury, aggression, and/or altercations.

Owner's Initial: _____

XIV.) ARBITRATION: This Agreement contains the entire agreement between the parties. All terms and conditions of this Agreement shall be binding on the heirs, administrators, personal representatives and assignees of Owner and Smart Parke. 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 Agreement, shall be settled in accordance with the rules of the American Arbitration Association, and judgement upon the award rendered by an arbitrator may be entered in any Court having jurisdiction thereof. The arbitrator shall, as part of the award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party. The arbitrator(s) shall apply California law to the merits of any dispute or claim, without reference to the conflicts of law rules. The parties hereby consent to the personal jurisdiction of the state and federal courts located in California and agree that such courts shall have the sole and exclusive jurisdiction for any action or proceeding arising from or relating to this Agreement or relating to any arbitration in which the parties are participants. The parties understand that by signing this Agreement that they will submit any claims arising out of, relating to, or in connection with this agreement or the interpretation, validity, construction, performance, breach or termination thereof, to binding arbitration, and that this arbitration clause constitutes a waiver of the party's right to a jury trial and related to the resolution of all disputes relating to all aspects of the relationships between the parties.

Owner's Initial: _____

XV.) MEDICAL RECORDS RELEASE: I, the undersigned, certify that I am the owner, or authorized agent for the owner, of the animal described here in. I authorize Smart Parke to obtain medical records (i.e. vaccinations records from my Veterinarian).

XVI.) MEDIA RELEASE: I understand that my pet's name and/or likeness may be used in connection with advertising and/or publicizing Smart Parke.

Owner's Initial: _____

SIGNATURES

Owner Signature: _____ Date: _____

Printed Name: _____ Date: _____

OTHERS AUTHORIZED TO PICK-UP MY PET

Name: _____ Relationship: _____

Name: _____ Relationship: _____

