



Master Client Agreement 2009

This boarding agreement applies to all current and future visits to Second Home Pet Resort by pet(s) owned by you; you may be asked to sign an additional copy of this document annually as a reminder of our mutual agreement, or if the terms of Second Home Pet Resort's Master Client Agreement change in the future.

Resort Services: We agree to provide the specific services ("Services") you have requested for your Pet for each separate lodging visit, or periodically for day care or grooming visits.

Payment for Services Rendered: You agree to pay us at the time of departure for the Services we provide to your Pet at the rates set forth on the Fee Schedule in effect at the start of such visit (collectively the "Charges"). Charges begin on the day you leave your Pet in our care. Check-out time is by the close of business on the Departure Date (or earlier on peak holiday periods) and additional charges will be due for late check-outs. If your bill is not paid in full at time of check-out, you understand that you will remain liable for all charges incurred during your Pet's stay and Second Home Pet Resort reserves the right to pursue collection of any unpaid balance due. Prices are subject to change without notice, and seasonal or variable rates may apply – please refer to our website, secondhomepetresort.com, for an up-to-date listing of current services, corresponding fees and policies.

Reservation Policy: Reservations for lodging or other services at Second Home Pet Resort are not guaranteed until confirmation is received by you from a member of our staff and until all pre-arrival requirements, including but not limited to receipt of acceptable vaccination and health information, and applicable deposits, are met.

Cancellations: If you need to cancel your reservation, we appreciate the courtesy of notice at least (2) days prior to your arrival date so that we may open up availability for other guests. Second Home Pet Resort reserves the right to charge late cancellation fees during peak holiday periods or as otherwise specified in the Resort Services Information Sheet. In addition, non-refundable deposits may apply for certain holiday periods.

Vaccinations and Medical Information: No Pet can stay with us unless we have confirmation from a licensed veterinarian that all of the Pet's required immunizations meet Second Home Pet Resort requirements and the Pet is healthy as set forth on the Policies page of Second Home Pet Resort's website. Home-administered vaccinations will not be accepted.

Treatment for Parasites: If we discover after arrival that your Pet has fleas or ticks, you authorize their removal at your additional expense.

Emergency Contact/Agent: In order to assure the wellbeing of your Pet during your absence, you will be required to provide us with the name of a responsible adult as your Agent/designated emergency contact. This individual must be present in the greater Phoenix area during the period when your Pet is receiving Services from Second Home Pet Resort. If a Medical incident or emergency occurs as outlined in the next paragraph and after reasonable attempts we are unable to reach you, you authorize us to contact the individual designated as your Agent. You represent that you have informed this individual of his or her authority to act on your behalf, and that said Agent has agreed to fulfill this responsibility in your absence. You agree that your Agent shall have your full and complete authority to make all decisions, including medical decisions, decisions involving the disposition of your Pet, or the expenditure of funds, for or on behalf of you and your Pet.

Medical Incidents or Emergencies: If your Pet becomes sick or injured and requires professional attention, or if your Pet passes away during his or her stay, we will attempt to notify you first, or, in the event we are unable to reach you after reasonable attempts, your Agent, at the telephone numbers you have provided at the time of check-in. If we cannot reach you or your Agent, Second Home Pet Resort at its sole discretion may engage the services of a veterinarian and/or administer medicine or give other requisite attention to your Pet, and the expense thereof shall be paid by you. If you or your Agent are contacted and refuse reasonable medical treatment for your Pet, Second Home Pet Resort, at its sole discretion, may engage the services of a veterinarian and/or administer medicine to provide reasonable care or make your Pet as comfortable as possible until picked up by you or your Agent, and the expense thereof shall be paid by you. In the event of an emergency, every effort will be made to contact you or your Agent to inform you of the situation and provide you with the option of retrieving your Pet. You agree that Second Home Pet Resort, at its sole discretion, is authorized to transport, provide emergency veterinary care for, and/or to make temporary alternative arrangements to house and care for your Pet until such time you or your Agent can retrieve the Pet.

Check-Out Identification: At the time of check-out, you or your Agent may be asked for photo identification, in order to make certain we release your Pet only to you, your Agent or such other individual(s) designated by you in writing as authorized to pick up your Pet.

Contact with Other Pets. While your Pet is staying with us, he or she may come into contact with other Pets depending on the services you have requested and purchased. In addition, we will occasionally allow dogs who appear to be compatible, are spayed or neutered, and who have

no known history of negative interactions with other dogs, to interact off-leash in order to enrich their resort experience. If you do not wish your dog to interact with other dogs off-leash, or you feel for any reason that your dog could pose a danger to other dogs, you are obligated to inform us as such at the time you drop your dog off for services at Second Home Pet Resort.

- You acknowledge and agree that in the unlikely event your Pet is injured by another Pet, you will not hold us responsible for the injury.
- If your Pet injures another Pet, you will be solely responsible for any injury to either or both Pets.
- All Pets receiving Services at Second Home Pet Resort are required to be vaccinated. However, it is still possible for a Pet to become ill, even if vaccinated. Such illness is not due to any circumstance or condition caused by Second Home Pet Resort and you agree that Second Home Pet Resort is not liable for any illness suffered by your Pet during or after his or her stay, including but not limited to Tracheobronchitis (Canine Cough).

Inherent Risks: Certain risks are inherent in any environment and, while Second Home Pet Resort will exercise reasonable care in the provision of services to your Pet, injuries may occur from routine activities such as running, jumping and playing. Owner recognizes and accepts the potential risks involved in these activities and agrees to hold Second Home Pet Resort harmless as outlined in this Agreement.

Personal items. While you are welcome to bring toys or other comfort items for your Pet, do not bring items with your Pet that are valuable or irreplaceable. Second Home Pet Resort is not responsible for loss or damage to any personal item or toy left with your Pet. Further, Second Home Pet Resort reserves the right to refuse to accept certain items that it believes, in its sole discretion, may pose a choking hazard or other danger to your Pet.

Refusal of Service: We are not equipped to care for certain animals, as follows:

- **Human-aggressive or Feral Animals:** Pets that are truly dangerous, feral ("wild"), or have had little socialization and may react with aggression when frightened. The safety of our staff, your Pet, and our other guests is our first priority. If upon check-in we determine that we are unable to safely handle and care for your Pet, we will let you know so that you can make alternate boarding arrangements. If you are unsure of your Pet's temperament and feel he or she might be aggressive, we recommend contacting us in advance to schedule a time to bring your Pet in for a brief behavioral assessment.
- **Females who are pregnant or in heat.** Females who are pregnant should be boarded at a veterinary clinic in the event that they go into labor and need medical intervention or care during the delivery. Females who are in heat are not accepted due to the additional stress this condition may create in other boarding guests.
- **Pets recuperating from recent invasive medical procedures:** Your veterinarian is the best place for your Pet to stay following any invasive medical procedure that took place within the last 10 days.
- **Pets with serious medical conditions or pets that require frequent veterinary attention:** Such conditions include Pets with frequent, uncontrolled seizures; pets suffering from debilitating paralysis; or Pets with serious cardiac, kidney or liver disorders. Pets with these conditions are best boarded with your veterinarian.
- **Pets who are exhibiting signs, or who have recently been diagnosed with, contagious disease,** including dogs who have been diagnosed with Parvo or cats who have been diagnosed with Panleukopenia within the past 6 months, or Pets who have exhibited signs of URI or kennel cough within the past 2 weeks.
- **Pets with severe separation anxiety:** Animals who experience the equivalent of "panic attacks", highly destructive behavior, etc. when left alone do not do well in a boarding situation.
- **Pets who appear ill at check-in:** We reserve the right to refuse to accept a Pet if at check-in it appears to us that such Pet is sick or could jeopardize the health or safety of other Pets or our staff.

Late Pick-Ups: In the event that you or your Agent do not pick up your Pet on the agreed-upon Departure Date and time, you hereby authorize us to continue to provide the daily Services you have requested for your Pet. If we are unable to reach you by the second day following the agreed-upon Departure Date, we will cease all non-essential Services and relocate your Pet to the least-expensive accommodation available at the time which is still considered suitable for your Pet's size and temperament. You will remain responsible for all applicable boarding charges related to the provision of essential Services necessary for the comfort, safety and health of your Pet. Notwithstanding the foregoing, if such Pet is deemed abandoned under local, state, or federal laws or regulations, or in Second Home Pet Resort's discretion as permitted by law, we will follow the Abandoned Pet Procedure set forth in this Agreement.

Abandoned Pet Procedure: Unless otherwise required by applicable law:

- All Services for such Pet, other than basic lodging and essential services, will be terminated.
- We will attempt to contact you in writing at the address that you have provided on this Agreement, the second day following the scheduled check-out date for your Pet, 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 animal shelter, animal control agency, or other similar non-profit or government agency. In no event shall Second Home Pet Resort have any further responsibility for the Pet.
- You shall remain liable to us for all unpaid charges including the court costs and reasonable attorney's fees incurred in the collection of the Charges.

Representations: You represent to us that you are the lawful 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 Agreement and in all supplementary documents, including Pet Personality Profile forms relating to this Pet is true, accurate and complete.

- To the best of your knowledge, your Pet has not been exposed to rabies, distemper, parvo or any contagious illness within 30 days prior to beginning his or her stay with us.
- To the best of your knowledge, your Pet has no illness 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 veterinary expenses and attorney's 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.

Use of Images in Marketing: You grant to Second Home Pet Resort the irrevocable and unrestricted right to utilize or publish photographic or video images of your Pet for marketing and promotional purposes, without expectation of compensation. All such images remain the sole property of Second Home Pet Resort.

Miscellaneous Provisions: This written Agreement constitutes our sole and entire agreement and there are no oral agreements or understandings except as provided for herein.

- This Agreement shall bind us and our assigns and you and your heirs and assigns.
- The law that applies to the Agreement is the law of the State of Arizona. If there are disputes that result in litigation, the courts of the state and municipality where your Pet has received Services from Second Home Pet Resort shall have exclusive jurisdiction.

Definitions. The terms used throughout this Agreement, whether capitalized or not, and in either the singular or plural form, shall mean as follows: "We," "us," and "Second Home Pet Resort" shall mean Second Home Pet Resort's service. "You", "your" and "owner" shall mean the Owner signing this Agreement. "Pet" shall mean the dog(s) and cat(s) staying at Second Home Pet Resort and "your Pet" shall refer to the Pet(s) designated by the Owner in this Agreement.

You have read this entire Agreement (v. 04-2009), had the opportunity to discuss it with us to your satisfaction, and agree to its terms.

Owner Signature _____ Date _____

Print Name _____ Home Phone _____

Cell Phone _____ E-Mail Address _____

Home Address _____

City _____ State _____ Zip Code _____