



CLIENT AGREEMENT

The following are the terms of Service of the Guest(s) _____ as a reservation or day stay Guest of Red Dog Pet Resort & Spa®, an Ohio limited liability company.

Red Dog Pet Resort & Spa® staff cares for your loved one 24 hours a day.

OWNER/GUARDIAN ACKNOWLEDGES AND IS AWARE THAT THE EMPLOYEES OF RED DOG PET RESORT & SPA® ARE NOT VETERINARIANS AND ARE NOT EXPECTED TO DIAGNOSE OR DETECT ILLNESSES IN THE GUESTS THAT ARE STAYING AT RED DOG PET RESORT & SPA®. IN ADDITION, OWNER/GUARDIAN ACKNOWLEDGES AND IS AWARE THAT VACCINES DO NOT PROTECT AGAINST ALL COMMUNICABLE ILLNESSES THAT MAY AFFECT A GUEST. OWNER/GUARDIAN ACKNOWLEDGES AND AGREES THAT THEY ARE ASSUMING (1) ALL RISK OF ILLNESS, DISEASE, HARM OR OTHERWISE TO THEIR PET BY ALLOWING THEIR PET TO STAY AT RED DOG PET RESORT & SPA® AND (2) ALL RISK OF DAMAGES BY THEIR PET TO OTHER PETS, TO ANY RED DOG PET RESORT & SPA® EMPLOYEE OR AGENT OR TO RED DOG PET RESORT & SPA® ASSET AND THAT RED DOG PET RESORT & SPA® SHALL HAVE NO LIABILITY FOR ANY HARM TO SUCH PET.

1. Owner/Guardian certifies the accuracy of all information provided to Red Dog Pet Resort & Spa® in writing or orally about the Guest by signing this Agreement. **Red Dog Pet Resort & Spa® reserves the right to deny admittance to any Guest for any reason at any time.**
2. Owner/Guardian specifically represents that he or she is the sole Owner/Guardian of the Guest, free and clear of all liens or encumbrances.
3. Owner/Guardian specifically represents to Red Dog Pet Resort & Spa® that, to Owner/Guardian's knowledge, the Guest has not been exposed to any contagious diseases within the thirty day period prior to check-in. Owner/Guardian understands that each time Guest is brought to Red Dog Pet Resort & Spa®, Owner/Guardian is certifying that Guest is in good health and has not had any communicable illness of any kind for 30 days prior to check-in. Owner/Guardian further agrees to provide Red Dog Pet Resort & Spa® with proof of required vaccinations upon request and prior to check-in. In addition, Owner/Guardian agrees if any fleas or ticks are discovered on the Guest during check-in or any time during the Guest's stay, Red Dog Pet Resort & Spa® will administer a flea bath to the Guest at Owner/Guardian's expense.
4. Red Dog Pet Resort & Spa® makes every effort to ensure that Guests staying at Red Dog Pet Resort & Spa® are healthy by requiring their Owner/Guardians to affirmatively represent that all vaccines for Guest are current and they do not believe that Guest does not have a communicable illness.
5. OWNER/GUARDIAN ACKNOWLEDGES THAT THEY ARE ASSUMING ALL RISK OF ILLNESS, DISEASE, HARM OR OTHERWISE TO GUEST BY ALLOWING GUEST TO STAY AT RED DOG. RED DOG PET RESORT & SPA® AGREES TO EXERCISE REASONABLE CARE TO THE GUEST DURING ITS STAY AND, IF APPLICABLE, DURING TRANSPORT. IF A GUEST IS TRANSPORTED TO OR FROM RED DOG PET RESORT & SPA® BY ITS STAFF, OWNER/GUARDIAN HOLDS RED DOG PET RESORT & SPA® HARMLESS IN THE EVENT OF INJURY OR ACCIDENT DURING TRANSPORTATION.
6. Owner/Guardian agrees to be solely responsible for any and all acts or behavior of the Guest while in the care of Red Dog Pet Resort & Spa®, including payment of costs of injury to staff or other animal(s) or damage to facilities caused by the Guest. Owner/Guardian further agrees to indemnify Red Dog Pet Resort & Spa® and its agents against any claims made against Red Dog Pet Resort & Spa® or its employees or members or other agents or losses or damages of any kind suffered by Red Dog Pet Resort & Spa® or its agents as a result of Owner/Guardians failure to inform Red Dog Pet Resort & Spa® of any preexisting condition the Guest may have (such as illness or aggression problems) or which or otherwise caused by the Guest.
7. Owner/Guardian understands that Red Dog Pet Resort & Spa® utilizes playgroups where dogs interact and commingle with other Guests. Owner/Guardian understands that squirt water bottles and air horns may be used to control the Guest. Owner/Guardian agrees Guest may be removed from the play group at Red Dogs discretion and not permitted to interact further with the dogs during current or any subsequent stays. Owner/Guardian further understands that when dogs play in groups, nicks and scratches may occur. Red Dog Pet Resort & Spa staff may or may not notify Owner/Guardian immediately if the Guest sustains any nicks, scratches, or injuries. At the Directors discretion, Red Dog Pet Resort & Spa® may wait and notify Owner/Guardian when the Guest is picked up.
8. Owner/Guardian agrees to pay the cost of Services in effect on the date Guest is checked into Red Dog Pet Resort & Spa® and to pay for any additional services requested or deemed necessary when Owner/Guardian picks up Guest. **In any case of nonpayment, whether negligence or abandonment, Owner/Guardian will remain liable to Red Dog Pet Resort & Spa® for all unpaid charges including court costs and reasonable attorney's fees incurred in the collection of the charges.**
9. A confirmed reservation is a reservation that is booked and confirmed by Red Dog Pet Resort & Spa® after all forms are completed and proof of current vaccines for the applicable Guest is on file (a "Confirmed Reservation"). Cancellation of a reservation of ANY SERVICE is requested at least 24 hours in advance of Guests scheduled arrival date. Red Dog Pet Resort & Spa® reserves the right to charge cancellation fees for late or no show.

10. In an emergency, Red Dog Pet Resort & Spa® will attempt to contact Guest's personal veterinarian as well as the emergency contact provided to Red Dog by the Owner/Guardian. However, such an emergency may not provide the time to do so prior to the administration of care. Owner/Guardian authorizes Red Dog Pet Resort & Spa® to obtain medical attention for the Guest from any qualified veterinarian and to transport the Guest to and from such veterinarian when Red Dog Pet Resort & Spa® deems such medical care is important to the Guest's health. Owner/Guardian grants Red Dog Pet Resort & Spa® and its employees or agents full authority to make decisions involving the medical treatment of Guest and agrees to pay for all related costs. This applies to any claims for injuries or damages related to such medical care or that arise due to the transport of Guest.

I choose not to limit veterinarian care for my Pet.

I choose to limit veterinarian care for my Pet to a total amount of \$_____.

If you refuse medical treatment for Your Pet, then Red Dog Pet Resort & Spa® at its sole discretion, may engage the Services of a veterinarian and/or administer medication to make the Pet as comfortable as possible until picked up by Owner/Guardian or emergency contact.

11. If a Guest is in its final stage of life, Red Dog Pet Resort & Spa® requires notification from the treating veterinarian and a signed release from the Owner/Guardian. In the event of a Guest's death, the Owner/Guardian or designated emergency contact will be notified immediately.

12. In the event Owner/Guardian is unable to be reached to express and inform consent regarding the veterinary treatment or withholding, withdrawal, or continuation of life-prolonging procedures for Guest, the following persons are designated as Surrogate. Owner/Guardian certifies this is a personal request and all parties have been notified of designation.

Name _____ Cell number _____
Address: _____ City _____ State _____ Zip _____
Home number _____ Work number _____

Name _____ Cell number _____
Address: _____ City _____ State _____ Zip _____
Home number _____ Work number _____

This written Agreement constitutes the entire agreement between the parties and there are no oral agreements or understandings except as provided for herein.

- All terms and conditions of this Agreement shall be binding on the heirs, administrators, personal representatives and assignees of the Owner/Guardian and Red Dog Pet Resort & Spa®.
- 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 judgment 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 Ohio law to the merits of any dispute or claim without reference to conflicts of law rules. The parties hereby consent to the personal jurisdiction of the state and federal courts located in this Agreement or relating to any arbitration in which the parties are participants. The parties have read and understand this clause, which discusses arbitration. 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 relates to the resolution of all disputes relating to all aspects of the relationship between the parties.

Owner/Guardian:

Witness:

Owner/Guardian (PLEASE PRINT)

Name (PLEASE PRINT)

Signature

Signature

Date

Date