

## TERMS OF SERVICE

---

The Terms of Service (the "Agreement"), is made between the Petz Pack, a Limited Liability Company and the pet owner upon rendering a service request.

- I. Owner agrees to pay the rate for pet care provided on pickup from the Petz Pack, LLC or one of its supported locations.
- II. Owner further agrees to pay all costs and charges for special services requested not included in the base boarding rate (baths, nail trims, transportation, etc.) during the period the pet is in the care of Petz Pack, LLC or one of its supported locations.
- III. Upon requesting service, owner specifically represents to the Petz Pack that the pet has not been exposed to any contagious diseases within a 30 day period prior to drop off. During the period of this agreement, owner also agrees to notify the Petz Pack of any known exposure of a pet to a communicable disease and hold pet out of attending the Petz Pack or one of its supported locations until the pet is symptom free for a minimum of 30 days or with written veterinary clearance.
- IV. In the event that the state of the pet's health is such that it requires professional medical attention, the Petz Pack, in its sole discretion, may engage the services of a veterinarian.
- V. Owner understands they are responsible for the preventative care of their pup (vaccines, fleas, ticks, heartworm, mites, mange, etc.) and that the Petz Pack will not accept a pet with contagions for boarding. The owner understands that all preventative measures (visual inspection and owner agreement (see Article III)) are taken to safeguard against accepting a dog with contagions and therefore the owner will not hold the Petz Pack or one of its supporting locations responsible for contagions or diseases believed to be contracted during the requested service period.
- VI. Owner certifies to the accuracy of all information given about said pet upon "Joining the Pack" and understands that not all behaviors are observable upon meet and greet, therefore the Petz Pack and any of its supported locations reserve the right to deny admittance to Owner's pet for any reason at any time.
- VII. Owner certifies to the accuracy of all the information given about said pet and is responsible for keeping the information current. Therefore, owner will not hold the Petz Pack responsible for pre-existing medical conditions, ingestion of unexpected items, unknown allergic reactions otherwise not specified or other unforeseeable circumstances when \*\*reasonable care is being provided by the Petz Pack and one of its supported locations.
- VIII. The owner understands that interactive daycare service is provided, therefore owner recognizes and accepts potential risks involved in such an activity. The owner further understands that certain risks are beyond the control of the Petz Pack or one of its supported hosts when reasonable care is provided and will not hold the Petz Pack or one of its supported hosts liable for injuries unless specifically caused by the Petz Pack or one of its supported hosts.
- IX. In the event it is proven that reasonable care was not provided by the Petz Pack or one of its supported locations, it is expressly agreed by the Owner that the Petz Pack's liability shall not

State of Alabama

exceed the lesser of the current chattel value of the pet of the same species or the sum of \$300 per animal admitted.

- X. The Petz Pack is sensitive to religious and other reasoning for opting out of media release. Please contact the Petz Pack directly, via email, in the event you do not wish your pet to be photographed or recorded.
- a. Unless express request is received and acknowledged:
- i. I authorize the Petz Pack to make use of my pet's picture and name on the website or business Facebook page and any brochures and advertising. I understand that I am to receive no compensation for these pictures and information. The Petz Pack shall have complete ownership of the pictures and website usage. I give the Petz Pack the right to use my dog's name, likeness and biographical material to publicize the business and the services of the business.
  - ii. I authorize the Petz Pack to photograph my pet and record her/his likeness for the purpose of the website, brochures, and/or any advertising mentioned above, whether by film, videotape, magnetic tape, digitally or otherwise.
  - iii. I further understand the master pictures remain the property of the Petz Pack and that there will be no restrictions on the number of times that my dog's/cat's name and likeness may be used.
  - iv. I further understand that the use of my pet's picture may be used by the Petz Pack's supported locations for the purposes of the daily photo update only. All advertisement rights and other usage rights released refer to the Petz Pack, LLC only.

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 assigns of the Owner and the Petz Pack.

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 and reasonable attorney's fees of the prevailing party.

\*\*reasonable care is provided in that the Petz Pack and its supported locations provide personalized care according to the care information provided by the Owner. The Petz Pack and its supported locations provide constant attention to safety procedure and do not leave dogs alone together, unattended. The Petz Pack maintains clean and debris free homes and yards in accordance with safety protocols. The Petz Pack performs visual inspections and will not accept a visibly contagious pet for boarding.