

PETS PLAYGROUND CLIENT AGREEMENT

This Agreement and the supplements referred to apply to all visits by your Pet(s) to the Pets Playground Hotel or to Doggy Day care unless specified. The terms of this Agreement cover the Hotel, Doggy daycare services, and Spa and Salon Services.

This Agreement dated this _____ day of _____, 20_____. Is an Agreement between Pets Playground Grooming School, Inc. (hereinafter called "Pets Playground") Pompano Beach Florida a Florida Corporation. And the Pet owner whose name is: _____ and whose signature that appears on this agreement (hereinafter called "Owner/Guardian"). The following are the terms of service for the Owner/Guardian's pet (Name) _____ (the "Pet") as an overnight or day-use guest("Guest") of Pets Playground.

DISCLOSURE: By signing this agreement and leaving the Pet with Pets Playground, Owner Guardian certifies to the accurate disclosure of all information provided to Pets Playground either in writing or orally about the Pet and Owner/Guardian specifically represent that he or she is the sole owner of the Pet, free and clear of all liens and encumbrances. Owner/Guardian agrees to disclose to Pets Playground all known medical conditions and/or behavior problems, which may affect Pet's care. Owner/Guardian specifically represents to Pets Playground that Pet is healthy and meets Pets Playgrounds published vaccination standards. Owner/Guardian represents that each time Pet is brought to Pets Playground, Owner/Guardian 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/Guardian further agrees to inform Pets Playground of any changes in Pets condition and/or behavior prior to subsequent visits. Pets playground reserves the right to refuse service to any pet for any reason at any time, including, but not limited to Pet lacking proof of vaccinations Pet displays signs of untreated or potentially contagious conditions and/or Pet exhibiting aggressive or unacceptable behavior. For the purposes of this Agreement, the terms "Pet" refers to all pets under said ownership of Owner/Guardian who utilize services at Pets Playground either now or in the future.

DEPOSITS AND RESERVATIONS: A confirmed reservation is a reservation that has completed the following requirements: signed copy of Pets Playground Client Agreement, proof of vaccinations, a deposit and a valid credit card on file. Reservations require a one (1) night's deposit, except reservations during Peak/Holiday periods, which require a two (2) night's deposit. Failure to cancel the reservation at least three (3) days prior to the arrival date (including a "no-show") will result in forfeiture of the entire deposit. Peak/Holiday reservations must be cancelled at least ten (10) days in advance of arrival date. Failure to cancel will result in a two (2) nights deposit forfeiture. A "no show" reservation is defined as more than 4 hours after the scheduled check-in time, at which time,, the room will be released, the reservation cancelled, and the deposit forfeited. If Owner/Guardian decides to shorten Pet stay (prior to the original scheduled day of departure). Owner/Guardian will be charged for the entire original length of reservations. Pets Playground will cancel reservations due to non-performance by owner/Guardian with regard to the following items: incomplete vaccinations and/or invalid credit cards.

PAYMENTS: You agree to pay Pets Playground for the services we provide to your pet during each visit at the rates set forth at the start of such visit collectively the charges. Prices are subject to change

PETS PLAYGROUND CLIENT AGREEMENT

without notice and seasonal rates may apply. Charges begin on the day you leave your pet. Hotel check out time is by 11 a.m. Payment for all accommodations and services reserved will be paid for at the time of check-in. All additional add on services will be paid upon check-out.

NON-PAYMENT: Pets Playground shall have, and is hereby granted a lien on Pet for any and all unpaid charges resulting from service provided by Pets Playground. Owner/Guardian hereby agrees that in the event charges are not paid when due in accordance with this Agreement. Pets Playground may exercise its lien right within ten (10) days after written notice has been given by Pets Playground to Owner/Guardian by certified mail to the address shown on this Agreement. Pets Playground may dispose of pet for any and all unpaid charges at a private or public sale, at the sole discretion of Pets Playground, and Owner/Guardian specifically waives all statutory or legal rights to the contrary. If such sale shall not secure a price adequate to pay such costs of pet care or other charges, which are still due and outstanding from the Owner/Guardian, plus the costs of sale, then Owner/Guardian shall be liable to Pets Playground for the difference. All monies realized by Pets Playground at such sale, over and above the charges due plus internal expenses and costs of sale, shall be paid to Owner/Guardian.

ABANDONMENT: Owner acknowledges that Owner has hereby been notified by Pets Playground that if Pet has not been retrieved, by Owner within ten (10) days of Pets scheduled pick-up date, then Pets Playground may deem Pet "abandoned" as described in Section 705.19, Florida Statutes. Pet Playground may then relinquish custody of Pet to Marks Animal Rescue, or take other action as permitted by Florida Law. Despite any such abandonment. Owner will remain liable to Pets Playground for all unpaid services and care charges, as well as,, all fees and expenses associated with removal of Pet. Owner is further liable for any attorney's fees and costs incurred by Pets Playground in collection of any such charges.

ASSUMPTION OF RISK: Pets Playground agrees to exercise reasonable care of Pet during its stay and, if applicable, during transport. Owner is aware that employees of the Hotel are not veterinarians and are not trained to diagnose or detect illnesses in the Pets Playground Hotel/Daycare area. Owner/Guardian acknowledges that no amount of vaccination requirement, sanitation or personalized care can prevent pets from contracting an airborne virus or communicable disease. Owner/Guardian 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/Guardian understands these risks of illness, disease or harem and hereby releases Pets Playground Grooming School, Inc., 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/Guardian's Pet at Pets Playground. Furthermore, if pet is transported to or from Pets Playground by Pets Playground staff, Owner/Guardian holds Pets Playground harmless in the event of injury or accident during transportation.

ACTS OR BEHAVIOR: While your pet(s) are staying with us, he or she will come into contact with other pets every effort will be made to ensure the safety of our guest by enforcing strict restrictions on Pets as set forth in Pets Playground Procedures. Owner/Guardian agrees to be solely responsible for any and all acts or behavior of Pet while in the care of Pets Playground, including payments of costs of injury to staff or other animals or damage to facilities caused by Pet. Owner/Guardian further agrees to fully and

PETS PLAYGROUND CLIENT AGREEMENT

completely indemnify and hold harmless Pets playground , its agents, and attorneys from and against any and all loss, claims, damage or expense, including attorney's fees obligations, costs, expenses, fees, damages, judgments, penalties, or liabilities of whatever kind or nature imposed on, sustained or incurred by Pets Playground its agents and attorney from and against any and all loss, damages of any kind suffered by Pets Playground or its agents as a result of any misrepresentation by Owner/Guardian or their representatives, Pet's stay including, without limitation, any person claiming injury or damage caused by your Pet. Owner/Guardian failure to inform Pets Playground of any Pre-existing condition Pet may have (such as illness or aggression problems) or, any other injury, harm, or damage which is otherwise caused by Pet.

PET HEALTH AND SAFETY: Pets Playground takes pride in the health and safety of our pet guests. All guests must be in good health and not have been exposed to any contagious or communicable illnesses within a 30-day period prior to check-in. Pets Playground will require veterinarian documentation proving a clean health record after treatment and/or medication has been administered and completed. Pets Playground requires that all Pets be on a regular flea and tick program.. If fleas are discovered upon check-in a flea bath will be required at Owner/Guardian's expense. Pets Playground also requires that all Pet guest receive a dose of Capstar at an additional charge of \$5, at check-in to eliminate possible fleas. Your pet must possess a temperament that allows staff to care for the guest properly. Dogs are pack animals and are unpredictable in nature, therefore, we must take every measure to ensure the safety of our employees as well as our Pet Guests. No amount of vaccination requirement, supervision, sanitation or personalized care from Pets Playground can be 100% certain to prevent pets from being injured or contracting an airborne virus or communicable disease.

EMERGENCY MEDICAL ATTENTION: In the event of an injury, emergency or when Pets Playground, in its sole discretion, deems medical care is important to the Pet's health (including, but not limited to: vaccinations, fleas, ticks, diarrhea, rashes, cuts, etc.) Owner/Guardian authorizes Pets Playground to obtain medical attention for the Pet in the event that Owner/Guardian, Pets personal veterinarians, or the emergency contact provided cannot be reached. Pets Playground will use reasonable efforts to attempt to contact the Owner/Guardian. Pet's personal veterinarian, or the emergency contact provided to Pets Playground by Owner/Guardian.

POLICIES: Owner agrees to comply with Pets Playground published policies. These policies can be revised from time to time, with or without notice. In the event there is a discrepancy, this Agreement shall supersede the contents of the House published policies.

PROPERTY DAMAGE: Pets Playground reserves the right to charge an additional property damage fee for Pets that damage Pets Playground rooms, suites, daycare area. Property damage includes damage or destruction of bed, walls, televisions, etc. To avoid the potential of any unexpected fees, Pets Playground strongly recommends that clients who think that their pet may cause damage speak with a Pets Playground staff member to determine the best accommodations and amenities for their Pet.

HURRICANE WAIVER: In the event of a Hurricane, Owner agrees that the Pet will be boarded at the Owner's own risk. Owner further agrees that Pets Playground makes no representations or warranties of any kind as to the safety of the Pet during a Hurricane and/or the period of time immediately following which the Pet may be under Pets Playground Hotel care. Owner agrees to hold Pets

PETS PLAYGROUND CLIENT AGREEMENT

Playground harmless and shall otherwise indemnify Pets Playground if their Pet(s) are injured, lost or harmed in anyway during such time. Notwithstanding the foregoing, Pets Playground reserves the right in Pets Playground sole discretion to refuse the Pet during such time.

WEBSITE/ADVERTISING LITERATURE: Owner agrees that the names, likenesses of Owner, Owner's family, Owner's agents or representatives and Owner's Pet(s) may be used on Pets Playground's hotels website and within other advertising and promotional materials, including but not limited to, news programs as well as any other press, media, radio, television and/or internet coverage within the sole discretion of Pets Playground.

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 Pets Playground. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, or as the result of any claim or controversy involving the alleged negligence by any part 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 Florida 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 Florida and agree that such courts shall have the sole and exclusive jurisdiction for any action or proceeding arising from or relating to this Agreement that 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 parties.

SIGNATURES:

OWNER SIGNATURE: _____ DATE: _____

NAME (PLEASE PRINT): _____

OWNERS ADDRESS: _____

PETS NAME: _____

PETS PLAYGROUND REPRESENTATIVE: _____ POSITION: _____

PRINTED NAME: _____ DATE: _____

Please email this back to: info@petsplayground.com