

BRUNO'S BATH HOUSE RESORT AGREEMENT



This is a contract between Bruno's Bath House, LLC (herein after called "Bruno's") and the pet(s) owner whose signature appears below (herein after called "Owner").

____ 1. Owner agrees to pay the rate for boarding in effect on the date pet is checked into Bruno's, and further agrees to pay for all costs and charges for any special services requested, and all veterinary costs for the pet during the time pet is in the care of Bruno's.

____ 2. Owner further agrees that the pet shall not leave Bruno's facility until all charges are paid to Bruno's by Owner.

____ 3. Owner understands that their pet may be picked up from 7:00 am – 7:00 pm Monday – Friday, 9:00 am – 6:00 pm Saturday and from 11:00 am – 5:00 pm on Sunday. **However, pets picked up after 12:00 pm will be charged an extra day unless they are getting a Spaw service or they are a monthly PlayCare Member.**

____ 4. Owner understands Bruno's charges for each calendar day, *not 24-hour periods*. Boarding charges start on the day the pet is brought to Bruno's, regardless of time of day.

____ 5. By signing this Contract and leaving his/her pet with Bruno's, Owner certifies to the accuracy of all information given about said pet.

____ 6. Bruno's shall exercise reasonable care for the pet delivered by the Owner to Bruno's for boarding. Owner expressly agrees that Bruno's maximum liability shall in no event exceed the lesser of (a) the current chattel value of a pet of the same species or (b) the sum of \$200.00 per animal boarded. **The Owner further agrees to be solely responsible for any and all acts or behavior of said pet while it is in the care of Bruno's.**

____ 7. Owner specifically represents that he or she is the sole owner of the pet, free and clear of all liens and encumbrances.

____ 8. Owner specifically represents to Bruno's that the pet has not been exposed to rabies or distemper within a thirty-day period prior to boarding.

____ 9. All charges incurred by Owner shall be payable upon pick-up of pet. Bruno's shall have and is hereby granted, a lien on the pet for any and all unpaid charges resulting from boarding pet at the Bruno's. The Owner hereby agrees that in the event the boarding charges are not paid when due in accordance with this

contract, Bruno's may exercise its lien rights upon ten days written notice given by Bruno's to owner by certified mail to address shown on contract.

____ 10. If pet becomes ill or if the state of the pet's health requires professional attention, Bruno's, in its sole discretion, may engage the services of a veterinarian or administer medicine, or a special diet, or give other requisite attention to the pet and the expenses will be paid by the owner. In the case of a medical emergency, the maximum dollar amount that owner authorizes to be spent on veterinary care is \$_____ (please fill in amount, i.e. \$500, \$2500, unlimited, etc.) If pet becomes ill or dies while boarding at Bruno's, Bruno's will immediately attempt to notify Owner via the emergency contact information left by owner. The body will be stored at either the Owner's veterinarian or as per Owner's instructions.

____ 11. All checks returned for insufficient funds or otherwise will be subject to a \$25.00 charge.

____ 12. This Contract contains the entire agreement between the parties. All terms and conditions of this Contract shall be binding and the heirs, administrators, personal representatives and assigns of the Owner and said Bruno's.

____ 13. Any controversy or claim arising out of or relating to this Contract, or the breach thereof, or as the result of any claim controversy involving the alleged negligence by any party to this contract, 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 his award, determine an award to the prevailing part of the costs of such arbitration and reasonable attorney's fees of the prevailing party.

____ 14. I understand that my dog(s) will have close and intimate contact with other dogs during his/her stay at Bruno's Bath House Dog Spaw & Resort. I understand that Bruno's will not admit dogs into the play areas that are obviously aggressive. If, however, a dog acts out of character or unpredictably and my dog is injured I agree to not hold Bruno's or their agents or staff liable in any way for these unforeseen acts. If injury occurs, I authorize Bruno's staff to obtain medical or surgical treatment for the safety and comfort of my dog.

____ 15. I further understand that Bruno's Bath House offers non-social daycare and boarding options and that my dog's participation to socialize is my personal choice and thereby I agree to accept any and all liability for injuries to and from my dog(s) arising out of participation in Bruno's Bath House socialized daycare and/or boarding.

By signing this Waiver, I hereby release any claim of any nature which I, my heirs, or legal representatives have or may have against BRUNO'S BATH HOUSE, LLC, its trustees, officers, agents, employees, or insurers from any liability for any injury incurred during full contact socialization and/or in other activities related thereto.

I _____ (printed name) certify that I am 18 years of age or older, that I am the legal owner of dog(s) listed below and legally competent and capable of executing this Agreement, that I have read the foregoing and have made a conscious decision to sign it of my own free will.

OWNER'S SIGNATURE

DATE

DOGS COVERED UNDER THIS AGREEMENT

NAME OF DOG: _____ BREED: _____

_____ (Initial) I **DO GIVE** MY PERMISSION TO SOCIALIZE WITH OTHER DOGS

_____ (Initial) I **DO NOT GIVE** MY PERMISSION TO SOCIALIZE WITH OTHER DOGS

NAME OF DOG: _____ BREED: _____

_____ (Initial) I **DO GIVE** MY PERMISSION TO SOCIALIZE WITH OTHER DOGS

_____ (Initial) I **DO NOT GIVE** MY PERMISSION TO SOCIALIZE WITH OTHER DOGS

NAME OF DOG: _____ BREED: _____

_____ (Initial) I **DO GIVE** MY PERMISSION TO SOCIALIZE WITH OTHER DOGS

_____ (Initial) I **DO NOT GIVE** MY PERMISSION TO SOCIALIZE WITH OTHER DOGS

NAME OF DOG: _____ BREED: _____

_____ (Initial) I **DO GIVE** MY PERMISSION TO SOCIALIZE WITH OTHER DOGS

_____ (Initial) I **DO NOT GIVE** MY PERMISSION TO SOCIALIZE WITH OTHER DOGS

NAME OF DOG: _____ BREED: _____

_____ (Initial) I **DO GIVE** MY PERMISSION TO SOCIALIZE WITH OTHER DOGS

_____ (Initial) I **DO NOT GIVE** MY PERMISSION TO SOCIALIZE WITH OTHER DOGS

*Please be aware that dogs **not** able or authorized to socialize will be charged non-social daycare and/or boarding rates.*

Bruno's Representative _____

Date: _____