

Pet Care Services Agreement

This is an Agreement between Annie's Ruff House and the person whose signature appears below (hereinafter called "Owner").

1. Owner agrees to pay the rate for pet care provided in effect on the date pet is checked into Annie's Ruff House.
2. Owner further agrees to pay all costs and charges for special services requested, and all veterinary costs for the pet during the period said pet is in the care of Annie's Ruff House.
3. Owner further agrees that the pet shall not leave the facility until all charges due are paid by Owner or proper payment arrangements are agreed upon by both parties.
4. By signing this Agreement and leaving pet with Annie's Ruff House, Owner certifies to the accuracy of all information given about said pet. Annie's Ruff House reserves the right to deny admittance to Owner's pet for any reason or no reason at all at any time in the sole discretion of Annie's Ruff House. Owner is responsible for disclosing any behavioral issues including pet or human aggression.
5. Owner agrees to indemnify Annie's Ruff House for any and all damages, including but not limited to damage suffered by Annie's Ruff House or any third party, caused by any pet brought in by Owner. Should Owner misrepresent himself or herself by bringing in a pet for which he or she is not legally responsible, the undersigned hereinafter assumes all legal liability to Annie's Ruff House for damages caused by pet while at Annie's Ruff House and agrees to indemnify Annie's Ruff House from all claims by pet's rightful owner for pet's injuries or illnesses occurring while in the care of Annie's Ruff House.
6. Annie's Ruff House shall exercise reasonable care for the pet delivered by the Owner to the pet care provider. If interactive daycare is provided, Owner recognizes and accepts potential risks involved in such activity, including, but not limited to, nicks, scratches, sore paws, and strained muscles. It is expressly agreed by Owner and pet care provider that Annie's Ruff House's liability shall in no event exceed the lesser of the current chattel value of a pet of the same species or the sum of \$200.00 per animal admitted. Owner acknowledges and agrees that Annie's Ruff House shall not be held liable for any damages caused by disease, death, running away, theft, fire, or other unavoidable causes. 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 the pet care provider, to include payment of costs for injury to staff or other animals or damage to facilities caused by the pet.
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 Annie's Ruff House that, to Owner's knowledge, the pet has not been exposed to any contagious diseases within a thirty day period prior to check-in. During the period of this Agreement, Owner also agrees to notify Annie's Ruff House of any known exposure of pet to a communicable disease and hold pet out of attending Annie's Ruff House until pet is symptom-free for a minimum of ten days or Owner obtains written veterinary clearance. Owner further agrees to maintain currency of vaccinations as required by the policy of Annie's Ruff House and to provide any such documentation as may be requested by Annie's Ruff House from time to time.
9. All Charges incurred by Owner shall be payable upon pick-up of pet or when billed by Annie's Ruff House at the address provided by Owner. Owner is responsible for providing Annie's Ruff House with a current address and for updating any changes to said address. Annie's Ruff House shall have, and is hereby granted, a lien on the pet for any and all unpaid charges resulting from services provided by Annie's Ruff House. The Owner hereby agrees that in the event the charges are not paid when due in accordance with this contract, Annie's Ruff House may exercise its lien rights upon ten days written notice given by Annie's Ruff House to Owner by certified mail to address shown on contract. Annie's Ruff House may dispose of pet for any and all unpaid charges, at private or public sale, in the sole discretion of Annie's Ruff House, and Owner 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 delinquent, plus costs of sale, then Owner shall be liable to Annie's Ruff House for the difference. All monies realized by Annie's Ruff House at such sale, over and above the charges due and costs of sale, shall be paid by to Owner. Any expenses incurred by Annie's Ruff House, including attorneys' fees and court costs, resulting from Owner's failure to pay are the sole responsibility of Owner.

10. Any problems, including illness or injury, will be treated as deemed best by Annie’s Ruff House, in its sole discretion. This may require Annie’s Ruff House to engage the services of a veterinarian or administer medicine or give other requisite attention to the animal, and the expenses thereof shall be paid by the Owner.

11. 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 Annie’s Ruff House.

12. Any controversies or claims between the parties, including controversies or claims arising out of or relating to this Agreement or the relationship of the parties contemplated hereby, shall be fully and finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect or such other arbitration service as may be agreed by the parties (the “Arbitration Rules”), conducted by one arbitrator either mutually agreed upon by the Parties or chosen in accordance with the Arbitration Rules. The prevailing party shall be entitled to costs, expenses and reasonable attorneys’ fees, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any arbitration conducted pursuant to this provision shall take place in Norman, Oklahoma.

13. Owner further agrees to provide proof of preventative flea/tick treatment program and to be financially responsible for any required treatment for fleas/ticks, if determined necessary by the pet care provider.

14. Owner agrees and acknowledges that Annie’s Ruff House is not responsible for any items brought in along with pet, including, but not limited to, toys and bedding.

15. Owner authorizes and grants Annie’s Ruff House and anyone authorized by Annie’s Ruff House the right to use or reproduce any photos or recordings of pet in any manner that Annie’s Ruff House deems appropriate, in perpetuity, in connection with marketing, promoting and advertising, without compensation.

16. In the event Owner fails to pick up the pet at the agreed upon pick up time and date without providing Annie’s Ruff House with the requisite notice, Annie’s Ruff House may release the pet into the care of the third party contact provided by Owner or to the care of a local animal shelter or rescue organization after five days. Any costs incurred, including fees for the extended stay, attorneys’ fees and legal costs, shall be the responsibility of Owner. Owner must notify Annie’s Ruff House before the scheduled pick-up date in order to lengthen pet’s time with Annie’s Ruff House should an emergency or unexpected event occur such that Owner is unable to pick up the pet. Owner agrees and acknowledges that all requests to extend pet’s stay are subject to availability.

17. As used in this agreement “pet” means any animal brought in by Owner, including any pet owned by Owner at the time of executing this agreement or thereafter acquired. “Pet” also includes any animal brought in by Owner under a misrepresentation that the pet is property of Owner.

17. Owner understands that Oklahoma has enacted certain animal and pet laws and that Annie’s Ruff House will act in accordance with said laws.

18. This Agreement, and all matters relating hereto, shall be governed by the internal laws of the State of Oklahoma.

19. By executing this Agreement Owner hereby waives any claims and releases Annie’s Ruff House from any liability, either known or unknown, arising out of or related to any events or actions prior to the date of this Agreement.

Owner Printed Name

Owner Signature

Date

Annie’s Ruff House Representative Signature

Date