



PET SERVICES AGREEMENT

This Pet Services Agreement (the "Agreement") is made and entered into effective as of the ___ day of _____, 20___, by and between Creekside Pet Hotel, Inc., a Georgia corporation (hereinafter referred to as "Creekside") and you, a Pet owner using Creekside's services (hereinafter referred to as "Owner") for Owner's Pet or Pets (hereinafter referred to as "Pet"). By execution of this Agreement, Owner agrees as follows:

Pre-Screening: Creekside reserves the right to refuse any animal. Animals must pass a temperament test to be conducted by Creekside prior to any day care or boarding stay. For the protection of the health and well-being of Pet, other animals as well as Creekside staff, Creekside reserves the right to change any animal's day care or boarding stay if any aggressive behavior is shown and as deemed necessary at the sole discretion of Creekside.

Owner certifies that Pet is in good health, up to date on Rabies, Bordetella and DHLPP vaccinations and has not been ill with any communicable conditions within the past thirty (30) days. Owner certifies that, to the best of Owner's knowledge, Pet has not been exposed to Rabies, Distemper, Hepatitis, Leptospirosis, Parainfluenza, Parvovirus and Bordetella (canine cough) within a thirty (30) day period previous to enrollment.

Payment. Owner agrees that Pet shall not leave Creekside until Owner pays all charges to Creekside. Owner is required to leave a valid credit card on file and keep accounts current on a weekly basis. Creekside shall have, and is hereby granted, a lien on Pet for any and all unpaid charges resulting from boarding Pet at Creekside. If Pet remains unpaid at Creekside for fourteen (14) days after its scheduled stay, Creekside may exercise its lien right upon 10 days written notice given by Creekside to Owner, by certified mail to the address given to Creekside. Creekside may sell Pet for any and all unpaid charges, at private or public sale, in the sole discretion of Creekside, and Owner specifically waives all statutory or other rights to the contrary. If such sale shall not secure a price adequate to pay such costs of board or other charges delinquent, plus cost of the sale Owner shall be liable to Creekside for the difference. Any boarding stay of longer than one (1) calendar month will require half of said charge to be paid at admission as a deposit.

Medical Care. Owner agrees and understands that if Pet becomes ill or the state of Pet's health otherwise requires professional attention, Creekside, in its sole discretion, may engage the services of a veterinarian or give other requisite attention. Owner will be responsible for the cost of any requisite medical attention. In addition, to prevent the spread of external parasites such as fleas and ticks, any animal under the care of Creekside found carrying any of the above will be treated as follows: (a) Pet will be bathed and an additional charge of \$25 or more will be added to your bill; (b) If Pet has ticks and requires quarantine or a vet visit, Owner agrees to pay the full charges involved; (c) An application of either frontline or advantage will be applied as needed for Pet at a cost of \$30.

WAIVER AND RELEASE. Owner is aware and understands there are risks associated with Pet's participation at Creekside, such as contracting communicable diseases, incurring animal bites, and Pet death. Owner voluntarily assumes all risk of loss, damage or injury that may be sustained by Owner, his or her family, and Pet while in the care of Creekside.

Owner hereby knowingly and voluntarily waives and releases Creekside, its agents, owners, officers, employees, affiliates, contractors and other staff from any damages, claims, losses, liabilities, costs or expenses, causes of action or suits, whatsoever in law or equity (including, without limitation, attorney's fees and related costs) arising out of or related to the services provided by Creekside, including, but not limited to a claim of negligence.

Further, Owner agrees that any Creekside liability shall not exceed the current chattel value of pet of a similar species and age as the Pet.

Pet Behavior. Owner is fully responsible for any harm to persons, property or other pets that may be created by Pet while under the care of Creekside. In the event that Pet is involved in an altercation or other interaction with other animals, people or property, resulting in injury or damages, Owner agrees to communicate directly with the other human participants or owners of participant animals or their agents, should they so request. To facilitate such communication, Owner authorizes Creekside to release Owner's name, address and telephone numbers to such other parties should they request such information. Owner hereby agrees to indemnify and hold harmless Creekside, its agents, representatives and employees from any claims, suits, injuries, losses, damages and liability, of any nature arising (1) from any injury, death, or loss of Pet resulting from Creekside's actions or from the action of Pet or any other animal while in the custody of or on the grounds of Creekside or (2) out of Pet's participation at Creekside, including Pet's injury or harm to another animal, person or property, (3) from Pet that result from Creekside's expulsion, removal or withdrawal from Creekside, and (4) from the release of Owner's name, address and telephone number under circumstances arising from an altercation resulting in injury or damages. Creekside is not responsible for lost or damaged items brought with Pet, including bedding, leashes, collars, meds, toys, etc.

Recurring Visits. This agreement covers the current Pet visit and all future Pet visits. With each individual Pet visit to Creekside, Owner affirms the terms of this agreement and the truthfulness and accuracy of all statements Owner has made in this agreement.

Dispute Venue. In the event of a dispute, Owner agrees that venue and personal jurisdiction shall be set in the courts of Cobb County, Georgia. All such disputes shall be brought to the court of competent jurisdiction located in the County of Cobb, Georgia. Owner, by its signature herein, irrevocably waives objections to the jurisdiction of such courts and any obligations to venue. The parties furthermore hereby waive any right to a jury trial in any such proceedings. The parties further agree that the prevailing party will be entitled to the costs of litigation and reasonable attorneys' fees.

Owner:

_____ (Seal)

_____ (Print Name)

Pet Owner