



## Wag Hotels Stay and Services Agreement

**This is an Agreement between Wag Hotels, Inc., a Delaware Corporation doing business as Wag Hotels ("Wag Hotels") and the Owner/Guardian whose name is \_\_\_\_\_ and whose address is \_\_\_\_\_ and whose signature appears on Page 2 (hereinafter called "Owner/Guardian"). Following are the terms of service for the stay of the Owner/Guardian's pet (Name) \_\_\_\_\_ (the "Pet") as a reservation or day stay guest of Wag Hotels:**

1. By signing this Agreement and leaving your pet with Wag Hotels, Owner/Guardian certifies to the accuracy of all information provided to Wag Hotels in writing or orally about the Pet. Wag Hotels reserves the right to deny admittance to the Pet or any pet for any reason at any time.
2. Owner/Guardian specifically represents that he or she is the sole Owner/Guardian of the Pet, free and clear of all liens or encumbrances.
3. Owner/Guardian specifically represents to Wag Hotels that, to Owner/Guardian's knowledge, the Pet has not been exposed to any contagious diseases within the 30 day period prior to check-in. Owner/Guardian understands that each time Pet is brought to Wag Hotels, Owner/Guardian is recertifying that the Pet is in good health and has not had any communicable illness of any kind for 30 days prior to check-in. Owner/Guardian further agrees to provide Wag Hotels with proof of required vaccinations up on request and prior to check-in. In addition, Owner/Guardian agrees that if any fleas or ticks are discovered on the Pet during check-in or at any time during the Pet's stay, Wag Hotels will administer a flea bath to the Pet at Owner/Guardians' expense.
4. While Wag Hotels makes every effort to ensure that pets staying at a Wag Hotels' location are healthy by requiring their Owner/Guardians to affirmatively represent that all vaccines for their pet are current and that they do not believe that their pet has a communicable illness, Owner/Guardian acknowledges and is aware that the employees of Wag Hotels are not veterinarians and do not have backgrounds in animal medicine and are not expected to diagnose or detect illnesses in the pets that are staying at a Wag Hotels' location. In addition, Owner/Guardian acknowledges and is aware that vaccines do not protect against all communicable illnesses that may affect a pet
5. OWNER/GUARDIAN ACKNOWLEDGES AND AGREES THAT THEY ARE ASSUMING ALL RISK OF ILLNESS, DISEASE, HARM OR OTHERWISE TO THEIR PET BY ALLOWING THEIR PET TO STAY AT A WAG HOTELS' LOCATION. WAG HOTELS AGREES TO EXERCISE REASONABLE CARE OF THE PET DURING ITS STAY AND, IF APPLICABLE, DURING TRANSPORT. IF A PET IS TRANSPORTED TO OR FROM WAG HOTELS BY WAG HOTELS' STAFF, OWNER/GUARDIAN HOLDS WAG HOTELS HARMLESS IN THE EVENT OF INJURY OR ACCIDENT DURING TRANSPORTATION. IT IS EXPRESSLY AGREED BY OWNER/GUARDIAN AND WAG HOTELS THAT WAG HOTELS' LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF THE CURRENT CHATTEL VALUE OF A PET OF THE SAME BREED OR THE SUM OF \$200.00 PER ANIMAL ADMITTED.
6. Owner/Guardian agrees to be solely responsible for any and all acts or behavior of the Pet while in the care of Wag Hotels, including payment of costs of injury to staff or other animals or damage to facilities caused by the Pet. Owner/Guardian further agrees to indemnify Wag Hotels and its agents against any claims made against Wag Hotels or its employees or members or other agents or losses or damages of any kind suffered by Wag Hotels or its agents as a result of Owner/Guardian's failure to inform Wag Hotels of any pre-existing condition the Pet may have (such as illness or aggression problems) or which were otherwise caused by the Pet.
7. Owner/Guardian understands that Wag Hotels utilizes playgroups where dogs interact and co-mingle with other pets. Owner/Guardian also understands that squirt water bottles, citronella spray, and citronella bark collars may be used to control the Pet. In extreme cases dogs may be muzzled for their protection or the protection of other dogs or staff. Owner/Guardian agrees that the Pet may be removed from a playgroup at Wag Hotels' discretion and not permitted to interact further with the dogs during current or any subsequent stays. Owner/Guardian further understands that when dogs play in groups that nicks and scratches may occur. Wag Hotel's staff may or may not notify Owner/Guardian immediately if the Pet sustains any nicks or scratches and even if the Pet is seriously injured, Wag Hotels' staff may wait and notify Owner/Guardian when the Pet is picked up by or delivered to the Owner/Guardian.
8. A confirmed reservation is a reservation that is booked with a valid credit card and proof of current vaccines for the applicable Pet is on file (a "Confirmed Reservation"). Confirmed Reservations must be cancelled three (3) days prior to arrival. Cancellation of the reservation within the three (3) days prior to arrival or a no-show reservation will automatically result in a one (1) night stay, per guest, in the room type reserved charged to the credit card on file. Owner/Guardian understands that if he/she makes a reservation within the three (3) day period prior to the reservation date during non-Holiday, which is then cancelled or there is a no-show, that he/she will be charged for one (1) night at the booked room rate per guest. Owner/Guardian understands that if he/she makes a reservation within the ten (10) day cancellation period during a Holiday period, and then cancels the reservation, or is a no-show, that he/she will be charged \$100 to the credit card on file. During our Holiday periods, if your pet is picked up prior to the scheduled day of departure, you will be charged for the duration of your reservation.

9. All charges incurred by Owner/Guardian and not previously paid shall be payable upon pickup or delivery of Pet, or, in Wag Hotel's sole discretion, when billed by Wag Hotels at the address listed on this contract. Wag Hotels shall have, and is hereby granted, a lien on the Pet for any and all unpaid charges resulting from service provided by Wag Hotels. The Owner/Guardian hereby agrees that in the event charges are not paid when due in accordance with this contract, Wag Hotels may exercise its lien right within ten days after written notice has been given by Wag Hotels to Owner/Guardian by certified mail to the address shown on the contract. Wag Hotels may dispose of the Pet for any and all unpaid charges, at a private or public sale, at the sole discretion of Wag Hotels, 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 costs of sale, then Owner/Guardian shall be liable to Wag Hotels for the difference. All monies realized by Wag Hotels at such sale, over and above the charges due and costs of sale, shall be paid to the Owner/Guardian.
10. Owner/Guardian agrees to pay the pet care service and hotel rate in effect on the date Pet is checked into Wag Hotels and to pay for any additional services requested when Owner/Guardian picks up Pet.
11. Owner/Guardian further agrees that the Pet shall not leave the facility until all charges due are paid by Owner/Guardian or proper payment arrangement are agreed upon by both parties.
12. In an emergency, Wag Hotels will attempt to contact the Pet's personal veterinarian as well as the emergency contact provided to Wag Hotels by Owner/Guardian; however, such an emergency might not provide the time to do so prior to the administration of care. Owner/Guardian authorizes Wag Hotels to obtain medical attention for the Pet from any qualified veterinarian and to transport the Pet to and from such veterinarian when Wag Hotels deems such medical care is important to Pet's health. Owner/Guardian grants Wag Hotels and its employees or agent full authority to make decisions involving the medical treatment of Pet and agrees to pay for all related costs. This applies to any claims for injuries or damages related to such medical care or that arise due to the transport of the Pet. In the event of a Pet's death the Owner/Guardian or the Owner/Guardian's emergency contact will be notified immediately.
13. 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 the Owner/Guardian and Wag Hotels.
14. 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 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 California 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 California and agree that such courts shall have the sole and exclusive jurisdiction for any action or proceeding arising from or relating to this Agreement or relating to any arbitration in which the parties are participants. THE PARTIES HAVE READ AND UNDERSTAND THIS CLAUSE 14, WHICH DISCUSSES ARBITRATION. THE PARTIES UNDERSTAND THAT BY SIGNING THIS AGREEMENT THAT THEY 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 THE PARTIES.

**Signatures:**

**Owner/Guardian:**

**Witness:**

Name (please print) \_\_\_\_\_

Name (please print) \_\_\_\_\_

Pet(s) Name \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Wag Hotels**

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