



10201 Hague Road
Fishers, IN 46038
(317) 284-1299
www.alphak9u.com

Alpha K9 U Services Agreement

This is an Agreement between Alpha K9 U, LLC, 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 Alpha K9 U:

1. By signing this Agreement and leaving your pet with Alpha K9 U, Owner/Guardian certifies to the accuracy of all information provided to Alpha K9 U in writing or orally about the Pet. Alpha K9 U 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 Alpha K9 U 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 Alpha K9 U, 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 Alpha K9 U with proof of required vaccinations upon 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, Alpha K9 U will administer a flea bath to the Pet at Owner/Guardians' expense.
4. While Alpha K9 U makes every effort to ensure that pets staying at Alpha K9 U 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 Alpha K9 U 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 Alpha K9 U. 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 ALPHA K9 U. ALPHA K9 U AGREES TO EXERCISE REASONABLE CARE OF THE PET DURING ITS STAY AND, IF APPLICABLE, DURING TRANSPORT. IF A PET IS TRANSPORTED TO OR FROM ALPHA K9 U BY ALPHA K9 U STAFF, OWNER/GUARDIAN HOLDS ALPHA K9 U HARMLESS IN THE EVENT OF INJURY OR ACCIDENT DURING TRANSPORTATION. IT IS EXPRESSLY AGREED BY OWNER/GUARDIAN AND ALPHA K9 U THAT ALPHA K9 U's 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 Alpha K9 U, 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 Alpha K9 U and its agents against any claims made against Alpha K9 U or its employees or members or other agents or losses or damages of any kind suffered by Alpha K9 U or its agents as a result of Owner/Guardian's failure to inform Alpha K9 U 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 Alpha K9 U 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 Alpha K9 U's 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. Alpha K9 U 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, Alpha K9 U 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 quest, 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 quest. 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 Alpha K9 U's sole discretion, when billed by Alpha K9 U at the address listed on this contract. Alpha K9 U shall have, and is hereby granted, a lien on the Pet for any and all unpaid charges resulting from service provided by Alpha K9 U. The Owner/Guardian hereby agrees that in the event charges are not paid when due in accordance with this contract, Alpha K9 U may exercise its lien right within ten days after written notice has been given by Alpha K9 U to Owner/Guardian by certified mail to the address shown on the contract. Alpha K9 U may dispose of the Pet for any and all unpaid charges, at a private or public sale, at the sole discretion of Alpha K9 U, 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 Alpha K9 U for the difference. All monies realized by Alpha K9 U 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 daily rate in effect on the date Pet is checked into Alpha K9 U 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, Alpha K9 U will attempt to contact the Pet's personal veterinarian as well as the emergency contact provided to Alpha K9 U by Owner/Guardian; however, such an emergency might not provide the time to do so prior to the administration of care. Owner/Guardian authorizes Alpha K9 U to obtain medical attention for the Pet from any qualified veterinarian and to transport the Pet to and from such veterinarian when Alpha K9 U deems such medical care is important to Pet's health. Owner/Guardian grants Alpha K9 U 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 Alpha K9 U.
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 Indiana 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 Indiana 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.

I hereby grant full permission to ALPHA K9 U, LLC (and/or Dockside Promotions, LLC) and all of the forgoing, their parent companies, clients, and successors to utilize my photos, videotapes, biography, appearances, name, voice, likeness, and other information I furnish, as well as photos, videos, biography, appearance, name, voice, and likeness of any of my dogs, in connection with Alpha K9 U, LLC, publicity of Alpha K9 U, LLC and future promotion of Alpha K9 U, LLC in any and all manner and form of media. Please initial below if you wish to opt out of this service.

NO! Please DO NOT utilize my photos, videotapes, biography, appearances, name, voice, likeness, and other information I furnish at any time! _____

Signatures:

Owner/Guardian:

Name (please print): _____

Pet(s) Name: _____

Signature: _____

Date: _____

Witness:

Name (please print): _____

Signature: _____

Date: _____

Alpha K9 U, LLC