



A Pet Villa

Master Service Agreement

This is a Master Agreement between A PET Villa (hereinafter "APV") and the PET OWNER (hereinafter "OWNER").

Address

Providing for the boarding, grooming, training, transport and daycare of a certain PET or PETs (hereinafter collectively PET) described in the Customer information form. This agreement shall apply to all services provided to your PET by APV.

1. Services

- a. APV offers a set of boarding, grooming, training and daycare services. Upon availability, APV will provide OWNER and PET with the requested service.
- b. Reservations will be accepted but not guaranteed until you receive a confirmation email.
- c. For all major holidays a credit card deposit is required. You will receive a confirmation email. Deposits are refundable only if you cancel in writing 14 days before the boarding date. We will only return 50% of your deposit. Your deposit will not be returned if cancellation is made after the 14 day cut off.
- d. We require all pets to be vaccinated per our protocol prior to boarding. We can cancel a reservation if you show up without all the proper documentation.

2. Payment for Services

- a. OWNER agrees to pay for the service(s) APV provided to his/ her PET based on the rates presented to OWNER at the start of visit. Rates are subject to change without notice.
- b. OWNER agrees that any problem that develops with PET during their stay will be treated as deemed best by APV employees and OWNER. OWNER assumes full financial responsibility for any and all expenses involved.
- c. OWNER agrees that PET shall not leave APV until all charges are paid in full.
- d. For boarding periods longer than Ten (10) days, OWNER will pay for services at start of service.
- e. All new customers must pay their entire stay before they board their pet. If additional services were administered during the boarding time then those additional services will be added on and paid at check-out time.
- f. We do not accept cash or checks. Please be prepared to pay by credit card.
- g. For customers who have already established a credit history with us, we generally take payment at check-out time but this policy may change
- h. All holidays require a deposit to secure the boarding reservation. If you do not receive a confirmation email within 24 hours of your deposit, it is your responsibility to let us know right away to confirm your reservation.

3. Check In / Check Out

- a. On or before check in OWNER will provide APV with PET immunization record obtained from a licensed Veterinarian.
- b. OWNER will need to sign master agreement before pet can be boarded.

4. Personal Items

- a. Do not bring items with your pet that are valuable or irreplaceable. APV is not responsible for loss or damage to any personal item or toy left with your PET.
- b. Personal items include bedding, feeding dishes, feeding utensils, toys, crates etc. Under no circumstances will they be allowed.

5. PET Health and Behavior

- a. APV reserves the right to refuse to accept a PET at check-in for any reason, including without limitation, if it appears to us your PET is sick, injured, in pain or that its behavior could jeopardize the health or safety of other PETs or our staff.
- b. By signing this contract and leaving PET with APV, OWNER certifies to the accuracy of the information provided about said PET. Including but not limited to representation that PET is in good health, does not currently have and has not been exposed within the last thirty (30) days to any communicable diseases, and has not harmed or shown aggressive or threatening behavior towards a person.
- c. If PET is found to have fleas or ticks, OWNER authorizes their removal at OWNER's additional expense.
- d. You represent that your PET has no illness, injury, or behavior problem (including aggressive or biting behavior) that has not been disclosed to us.
- e. OWNER recognizes that boarding, daycare, grooming may subject PET to stress. This stress may impact PET's digestive tract, skin, and behavior.

- f. APV cleans dog runs and dog areas a number of times each day, using water and disinfectants that are specially designed for animal husbandry. Whereas APV staff prides itself on a superior cleanliness of the kennel, OWNER is aware that dog may be subject to random insect bite and assumes all responsibilities resulting from these events.
 - g. Owner understands that boarding may be stressful to some pets and they may attempt to injure themselves by trying to escape. While APV has been built to eliminate most pet injuries it cannot always guarantee that pets won't injure themselves by fence chewing, excessive licking of fencing or themselves, excessive jumping or barking etc. When these issues arise APV will notify owners to figure out the best course of action including but not limited to the pet being removed from the facility so further injury doesn't take place.
- 6. Contact with other PETS**
- a. While your PET is staying with us, he or she will commingle and socialize with other PETS. Every effort will be made to ensure the safety of our guests by assessing each PET. If you do not want your PET to commingle and socialize, you must provide us with your request at the time of check-in.
 - b. OWNER acknowledges that PET may be removed from social environment by APV staff if PET is showing signs of discomfort.
 - c. Unless OWNER has otherwise instructed to the contrary, OWNER acknowledges and agrees that his or her PET may encounter and be permitted to interact and play with other PETS and with APV staff. OWNER acknowledges that when PETS play in groups that nicks, bites or scratches may occur, and APV may or may not notify OWNER immediately if the PET sustains any nicks, bites or scratches. OWNER further acknowledges that PETS are unpredictable and that there is a possibility of injury or death to the PET or to another PET or person. Therefore, as consideration of the services rendered by APV, OWNER (A) hereby waives and releases APV, and its staff from any and all claims, actions, damages or liability for injury, sickness or illness suffered by his or her PET while in the care of APV or otherwise relating to the care, control, health and/or safety of the PET arising from pick up, transport, drop off and/or stay at the APV facilities, except to the extent such illness or injury is the result of APV's gross negligence or intentional misconduct, and (B) agrees not to initiate any legal proceedings against APV or any APV staff with respect to such released claims. "Sickness and illness" shall be defined to include any illness, including, without limitation, Bordetella (kennel cough) or any other form of contagious illness.
- 7. Emergencies**
- a. If PET becomes sick or injured and requires professional attention, or if PET passes away during its stay, APV will attempt to notify OWNER or OWNER's Agent. APV, at its sole discretion, may engage the services of a veterinarian and/or administer medicine or give other requisite attention to PET, and the expense thereof shall be paid by OWNER.
 - b. A \$25 one way fee will be charged to Owner if Pet needs to be moved to a Vet clinic. There is an additional charge of \$25 should APV need to transport the PET back to the facility. Owner understands that staff is using their own vehicle to transfer the animals and are being reimbursed directly for this service.
 - c. The importance of an emergency contact is to be able to provide this service to the Owner. All attempts will be made to notify the emergency contact. Should the contact not respond in a timely manner, than APV will send its staff out to take care of the emergency.
- 8. Liability and Ownership**
- a. OWNER declares that (s)he is the OWNER of the PET, and that (s)he is fully authorized to enter into this Agreement, and that the PET is free and clear of all liens and encumbrances.
 - b. OWNER recognizes that APV and its employees are not Veterinarian or Vet. Assistants, and cannot carry out any tests on PET. APV and its employees will exercise their best judgment in providing quality care for its PETS.
 - c. APV does not assume and shall not be held responsible for any liability with respect to the PET, of any kind, character, or nature whatsoever, arising out of or from boarding, daycare, grooming, training or any other services provided to said PET at APV, or any damages which may accrue from any other cause whatsoever including loss by fire, theft, running away, death, injury to persons, animals, or property, or death or injury to any other animal caused by PET during the term of this contract, whether this animal be on the premises of the APV or not, and the OWNER of said animal agrees hereby to be and is solely responsible for any and all acts of behavior of said animal at any time within the term and time of the contract. The responsibility and/or liability of the APV shall not exceed the sum of Two Hundred Dollars (\$200.00) and the undersigned agrees to limit the responsibility to Two Hundred Dollars (\$200.00) and no more, and agrees not to claim any damages against said APV of any nature whatsoever, either by way of contract, equity, negligence or otherwise, in excess of said sum.
 - d. APV shall not be liable for any court, attorney, legal, medical, processing or consulting services rendered to OWNER as part of OWNER's claim against APV. APV's total liabilities related to pet's actions are described in paragraph 6.c
 - e. OWNER agrees to be solely responsible for any and all acts or behavior of the PET while in the care of APV and to indemnify and hold APV harmless from any and all such acts.
 - f. OWNER acknowledges and agrees that in the unlikely event that PET is injured by another PET, OWNER will not hold APV responsible for the injury.
 - g. All PETS coming into APV are fully vaccinated. However, it is still possible for a PET to become ill, even if vaccinated. This is not due to any circumstances or condition at APV. OWNER will not hold APV liable in the event PET becomes ill during or after its stay at APV.
 - h. OWNER agrees to indemnify and hold APV harmless, from and against all loss, damage or expense, including attorney's fees resulting from misrepresentations by OWNER or OWNER representatives or resulting from PET's stay including, without limitation, any person claiming to be the OWNER of PET and any person claiming damage or injury by PET.

- i. OWNER is aware that small dogs (wt.< 10lb) are prone to getting limbs entangled in blankets, pen's doors etc., which can cause damage to dog. OWNER holds APV harmless from any and all such damage caused to the dog.
- 9. PETS not picked up**
- a. In the event that OWNER or OWNER's Agent do not pick up PET on the agreed upon Departure Date, OWNER hereby authorize APV to continue to provide daycare services and pay for the services provided.
 - b. If Pet that is scheduled for day care is not picked up by closing time and we do not hear from Owner then Pet will be boarded overnight and charged accordingly.
 - c. If Pet that is being boarded and not picked up on the departure date than boarding charges will continue to accumulate until the Pet is picked up. If the owner has pre-paid, owner is still obligated to pay the difference.
- 10. Abandoned PET Procedure**
- a. In accordance with the provisions of California Abandoned Animal Act (C. C. §1834.5) if OWNER does not pick up PET within (7) seven calendar days after the day PET was due to be picked up, the PET shall be deemed to be abandoned. APV will send a certified letter or e-mail advising OWNER on the situation of PET. APV shall first try for a period of not less than 10 days to find a new OWNER for the animal, and, if unable to place the animal with a new OWNER, may, at its sole option, turn the PET to the Humane Society
- 11. Non-Payment**
- a. All charges incurred by OWNER shall be due and payable upon pickup of PET. APV shall have, and is hereby specifically granted, a lien on PET for any and all unpaid charges resulting from boarding PET at APV. OWNER hereby agrees that in the event service charges are not paid when due as specified herein, APV may exercise its lien rights upon five (5) days of certified mail notice to OWNER. APV may sell PET for any and all unpaid charges at a public or a private sale, at the sole discretion of APV. OWNER specifically waives all statutory or other legal rights to the contrary. If such sale shall not secure sufficient funds to fully pay all costs of sale, OWNER shall be liable for the differences.
 - b. Any controversy or claim arising out of, or related to, this contract, or any breach thereof, or as the result of any claim or controversy involving the alleged negligence of any party to this contract, which claim shall exceed the jurisdiction of the small claims court, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered by any court having jurisdiction thereof. The arbitrator shall, as part of his award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party.
- 12. Miscellaneous Provisions**
- a. This Contract contains the entire agreement between the parties. All terms and conditions of this Contract shall be binding on the heirs, administrators, personal representatives and assigns of OWNER and APV.
 - b. Jurisdiction shall be in the County of Santa Clara, California.
 - c. I understand that photos of my pet may be taken for display on website, Facebook page, Google maps, Instagram and other media platforms. No owner name shall be mentioned.

A Pet Villa
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