

## PET DAYCARE AGREEMENT

By making your reservation online you agree to Husky House daycare agreement as set forth more fully below:

This agreement is made between Husky House, a New Jersey 501(c)(3) Company located at 391 Route 34, Matawan, New Jersey 07747 ("HH") and it's in person and online customers. By making your reservation online you agree to HH daycare terms and conditions set forth below:

1. <u>Term.</u> The term of this Agreement shall commence on the effective date hereof and continue until terminated as provided in this Agreement. All post-termination provisions shall survive the termination of this Agreement to the extent necessary for HH to exercise any remedy, including an injunction, or benefit from any indemnity available here under and/or under applicable law.

#### 2. Services.

- a. Daily HH agrees to provide daycare care services for the Pet(s) listed on the Pet Admission Sheet and attached hereto as Schedule I.Such daycare services shall include feeding of meals and water and play time.
- b. <u>Upon Discharge.</u> At additional expense to Client in accordance with HH fee schedule Pet(s) will be bathed on the date requested.
- c. <u>Optional Care</u>. At additional expense to Client in accordance with HH fee schedule, Client's may request additional services, such as: exercise, special playtime, quiet time, bathing, feeding of special foods, administration of medications.

#### 3. Fees and Payment.

a. <u>Fees.</u> The per day rate plus any assessed fees for additional services, as provided above, in each case will be charged in accordance with HH's current fee schedule and Client agrees to pay such fees when due. Such fees will include replacement fees for items damaged by Pet(s) including bedding materials.

### b. Payment.

- (i) Client understands this Agreement also serves as an invoice and Client hereby agrees to pay for services rendered in accordance with HH payment policies as communicated to Client. Client is at all times encouraged to ask questions and assumes full responsibility for understanding the services rendered and payment policies of HH.
- (ii) A finance charge of 18% per month will be added to unpaid balances after 30 days. A handling fee of thirty-five dollars (\$35.00) will be charged on all returned checks.

- (iii) Clients with a history of late payment will be required to pay in advance 100% of all fees before their Pet(s) can be dropped off for daycare.
- (iv) If it is necessary to initiate collection proceedings on the account, Client agrees to reimburse HH for all fees and cost of collection, including attorney fees.
- 4. <u>Pick Up Responsibilities</u>. Unless special arrangements are made in advance, Client agrees to pick up Pet(s) between 10:00 am and 6:00 pm on the day the Pet(s) is due to be picked up. If Pet(s) is not picked up by 6:00 pm, pet will be boarded for the night and Client may only pick up Pet(s) after 10:00am the next <u>business</u> day Client agrees to pay all additional fees incurred as a result of Pet(s) extended stay.

### 5. Veterinary Care.

a.HH will make reasonable efforts to contact Client if Pet(s) is ill, but Client hereby authorizes HH to do all that is necessary and in the best interest of the Pet(s), including, seeking emergency veterinary care. Client agrees to pay all related expenses associated with the treatment of Pet(s) until Client is reached and available to discuss further care and costs with the attending veterinarian.

- b. Should the Pet(s) become ill, HH will use reasonable efforts to contact Client's veterinarian to provide all necessary medical/surgical treatment he/she deems necessary, and Client hereby agrees to pay all fees, costs and expenses related thereto
- c. If HH is unable to contact Client's veterinarian, Client hereby authorizes HH to obtain emergency veterinary care as deemed necessary in HH sole discretion and Client hereby releases HH its affiliates, members, officers, employees, subcontractors, clients and agents, and will pay, indemnify and hold harmless any and all of them from any and all liabilities, damages, costs, expenses or losses directly or indirectly arising out of, resulting from, or relating to, veterinary care sought for the Pet(s), including transportation of Pet(s). Client hereby authorizes HH to approve medical and/or emergency treatment (excluding euthanasia) as recommended by a veterinarian selected by HH. Client agrees to immediately reimburse HH for any and all expenses and fees incurred by HH for the foregoing.
- 6. <u>Liability Waiver.</u> HH agrees to provide the services stated in this Agreement in a reliable, caring and trustworthy manner. In consideration of these services and as an express condition thereof, the Client expressly releases and holds harmless HH its affiliates, members, officers, employees, subcontractors, clients and agents, and will pay, indemnify and hold harmless any and all of them from any and all liabilities, damages, costs, expenses or losses directly or indirectly ("Losses") arising out of the provision of the services under this Agreement, including injury to the Client or Pet(s), injury caused by another animal, and injury to Client's child(ren). Client agrees to be solely liable for any damage Pet(s) and/or Client's child(ren) cause to any person, animal property of another, including HH. Client agrees not to hold now or in the future HH, liable for any Losses Pet(s) may cause to any person or animal. In the event of inclement weather or natural disaster, HH is hereby authorized to use its discretion in the care and transportation of the Pet(s) and Client agrees to hold harmless HH for Losses related thereto.

# 7. Client Representations.

<u>a. Vaccinations.</u> Client hereby warrants and represents that Pet(s): (1) <u>is</u> currently vaccinated and, (2)<u>will be</u> currently vaccinated for the entire period(s) during which Pet(s) is attending daycare for the following diseases: (circle appropriate):

Canines: Rabies; Bordatella, and Distemper

Client agrees to pay for all Losses, including, medical costs, that arise directly or indirectly from a Pet(s) that is not currently vaccinated for the above listed diseases.

- b. <u>Bites and Aggression</u>. Client hereby represents that the Pet(s) has never seriously bitten (ie, broken skin) of any person or animal, nor shown any signs of aggression towards any person or animal.
- 8. Termination.
- a. Either HH or Client may terminate this Agreement at any time by providing notice to the other.
- b. HH also may terminate this Agreement at any time, if HH, in its sole discretion, determines that the Pet(s) poses a danger to the health and safety of any person and/or animal. If HH is unable to care for the Pet(s) and the Client cannot be reached, Client hereby authorizes HH to transfer the Pet(s) to another kennel or friend/relative], and agrees to pay for all the charges related to such transfer.
- c. HH obligations under this Agreement will terminate after the Pet(s) has been transferred to Client or any other authorized (by law or otherwise) to accept such transfer.
- 9. <u>Abandonment of Pet.</u> If Client does not pick up the Pet(s) on the date it is due to be picked up, HH will exercise all of its rights under New Jersey law with regard to the abandonment of animals set forth below and Client agrees to pay for all costs related thereto, including attorney fees and court costs.

New Jersey Law Title 45:16-15. Humane disposal of unretrieved animals; notice to owner A veterinarian or daycare kennel may elect the humane disposal of an unretrieved animal no sooner than 4 days after the owner or agent thereof has signed or refused to sign for the receipt of a certified letter from the veterinarian or daycare kennel owner indicating intent to humanely dispose of the animal, which letter shall be sent to the owner's or agent's last known address. In the event the owner cannot be notified by certified mail, return receipt requested, the veterinarian or daycare kennel owner may elect humane disposal any time after 4 days following return of the certified mail receipt. The veterinarian or daycare kennel manager shall keep an accurate record of the date and method of disposal and the name, address and telephone number of the person or shelter receiving the animal.

Dated:	
Pet Owner	Husky House Inc.