

PET SITTING AND GROOMING TERMS

By leaving your pet with Mr. Speck's LLC, a California limited liability corporation, ("**Mr. Speck**"), the Pet Owner ("**Owner**") hereby agrees to the following terms and conditions ("**T&C**") for the stay of the Owner's pet(s) ("**Pet**") as a guest of Mr. Speck and/or grooming of the Pet by Mr. Speck:

1. By leaving your pet with Mr. Speck, Owner certifies to the accuracy of all information provided to Mr. Speck in writing or orally about the Pet. Mr. Speck reserves the right to deny admittance to the Pet or any pet for any reason at any time.
2. Owner represents that he or she is the sole owner of the Pet, free and clear of all liens and encumbrances.
3. For Pets that are left with Mr. Speck for pet sitting, Owner represents that the Pet is at least four months old, spayed or neutered (if the Pet is over six months) and current on vaccination for rabies, distemper, parvovirus, bordetella / canine cough.
4. Owner represents to Mr. Speck that, to Owner's knowledge, the Pet has not been exposed to any contagious diseases within a 30 day period prior to check-in. Owner represents that each time the Pet is brought to Mr. Speck, Owner 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 further agrees to provide Mr. Speck with proof of required vaccinations upon request and prior to check in. In addition, Owner agrees that if any fleas or ticks are discovered on the Pet during check in or at any time during the Pet's stay or grooming appointment, Mr. Speck will administer a flea bath to the Pet at Owner's expense. Mr. Speck will administer a spot flea and/or tick treatment to all Pets checking into the hotel.
5. While Mr. Speck makes every effort to ensure the pets staying at Mr. Speck's location are healthy by requiring their respective owners to affirmatively represent that all vaccines for their pets are current, Owner acknowledges and is aware that the employees of Mr. Speck are not veterinarians and do not have any background in animal medicine and are not expected to diagnose or detect illnesses in the pets that are staying at Mr. Speck's location. In addition, Owner acknowledges and is aware that vaccines do not protect against all communicable illnesses that may affect a pet. Owner 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 Mr. Speck's location.
6. Mr. Speck agrees to exercise reasonable care for the Pet during its stay and, if applicable, during transport. If the Pet is transported to or from Mr. Speck by Mr. Speck's staff, Owner holds Mr. Speck harmless in the event of injury or accident during transportation. OWNER HEREBY AGREES THAT MR. SPECK'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 TWO HUNDRED DOLLARS (\$200) PER ANIMAL.
7. Owner agrees that Mr. Speck reserves the right to immediately change the Pet's type of stay or daycare if Mr. Speck believes it is necessary to protect the health and well-being of the Pet, other pets or Mr. Speck's staff and Owner agrees to pay any additional costs associated with the change. Owner agrees to be solely responsible for any and all acts or behavior of the Pet while in the care of Mr. Speck, to include payment of costs for injury to staff or other animals or damage to facilities caused by the Pet. Owner further indemnifies Mr. Speck against any claims made against Mr. Speck or its employees or members or other agents or losses or damages of any kind suffered by Mr. Speck as a result of Owner's failure to inform Mr. Speck of any pre-existing condition the Pet may have (such as illness or aggression problems) or which were otherwise caused by the Pet.
8. Owner must inform Mr. Speck if the Pet bites, has bitten, is aggressive to people and other pets, has anxiety, exhaustion or does not like certain grooming procedures. Mr. Speck reserves the right to refuse, reschedule or stop services for the Pet at any time before or during the grooming process and charge an additional fee in addition to the regular grooming charge. If the Pet should bite, Owner agrees to be responsible for any and all related medical bills, recovery costs, loss of income and equipment caused by the Pet. Mr. Speck reserves the right to cloth muzzle the Pet if the Pet becomes aggressive or poses a threat to Mr. Speck's staff.
9. Pets with matted coats need extra attention during their grooming session. Mats left in the Pet's coat can only grow tighter, strangle the Pet's skin and cause the Pet a lot of discomfort. Owner acknowledges that mats can be difficult to remove and may require the Pet to be shaved. Owner also acknowledges that

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removal of heavily matted coat may result in nicks, cuts or abrasion due to folds of skin or small skin growths that become trapped in the matted fur. Heavy matting can also trap moisture and urine near the skin allowing mold, fungus or bacteria to grow, causing severe skin irritations that existed prior to the grooming process. Moist skin and matted fur can also attract maggots that cause severe skin inflammation and infection. After effects of the mat removal process include itchiness to the skin, skin redness, self-inflicted skin irritations or abrasions and failure of the hair to regrow. Shaved Pets can also be prone to sunburn and should be kept out of the sun until the hairs grow back to a sufficient length to protect the skin.

10. Owner acknowledges that there is the possibility that accidents could occur during grooming. Grooming equipment is sharp and even though Mr. Speck uses caution and care in all situations, possible problems could occur including cuts, nicks, scratches and razor burn. In most cases this occurs when the Pet is wiggling or moving or if the hair coat is excessively dirty or matted. In the event that the Owner arrives to pick up the Pet when the Pet is still being groomed, Owner agrees not to talk to the Pet or allow the Pet to see the Owner as this may cause the Pet to move and an excited Pet can be dangerous to continue grooming. If the Owner insists on getting the Pet excited, Mr. Speck reserves the right to end the grooming session and the Owner shall be liable for the full grooming price.
11. Mr. Speck WILL NOT administer any tranquilizers to the Pet under any circumstances. All medications should be given at home prior to bringing the Pet to Mr. Speck. Owner acknowledges that Mr. Speck will not be responsible for any adverse reaction or illness that may result from the administration of any medication or tranquilizer given by the Owner prior to the grooming appointment.
12. Owner agrees not to hold Mr. Speck responsible for any allergic reaction to any products used by Mr. Speck based on the recommended usage.
13. Owner understands that Mr. Speck utilizes playgroups where dogs interact and co-mingle. Squirt water bottles may be used for correction. In extreme cases dogs may be muzzled for their protection or the protection of other dogs or staff. Owner agrees that the Pet may be removed from a playgroup at Mr. Speck's discretion and not permitted to interact further with other dogs during current or any subsequent stays. Owner further understands that when dogs play in groups, nicks and scratches may occur. Staff may or may not notify Owner immediately if the Pet sustains any nicks or scratches and even if the Pet is seriously injured, Mr. Speck's staff may wait and notify Owner when the Pet is picked up by or delivered to the Owner.
14. Owner of puppies and elderly Pets understands that when puppies and older pets are left in an unfamiliar location or when undergoing grooming procedures, they are placed under a great deal of stress and this stress can cause latent (dormant) physical conditions (such as heart, liver or kidney disorders) or become agitated. This can result in illness or death of the Pet. OWNER HEREBY AGREES NOT TO HOLD MR. SPECK LIABLE OR RESPONSIBLE FOR THE ILLNESS OR DEATH OF THEIR PET OR ANY EXPENSES INCURRED AS A RESULT OF LEAVING A PUPPY OR ELDERLY PET WITH MR. SPECK.
15. Owner acknowledges that puppies and elderly pets alike require more time, more breaks and special care throughout any grooming appointment. Mr. Speck will try its best to ensure that the Pet is comfortable throughout the grooming process and Owner agrees not to hold Mr. Speck liable or responsible for the Pets becoming stressed during the grooming appointment.
16. Owner agrees to pay the pet care service rate in effect on the date the Pet is checked into Mr. Speck's location and to pay for any additional services requested when Owner picks up the Pet. Owner further agrees that the Pet shall not leave the facility until all charges due are paid by Owner or proper payment arrangements are agreed upon by both parties.
17. For Pets who are left with Mr. Speck for grooming appointments only, Owner agrees to pick up the Pets on time failing which a \$20 kennel fee may be added to the Owner's invoice. In the event Owner cancels a grooming appointment with less than 24 hours notice or fails to show up for the grooming appointment would be subject to a \$25 fee per Pet (\$45 fee per Pet on a holiday week) which will be added to the next appointment and future appointments will have to be secured with a credit card.
18. All charges incurred by Owner and not previously paid shall be payable upon pickup or delivery of the Pet, or when billed by Mr. Speck at the address listed below. Mr. Speck shall have, and is hereby granted, a lien on the Pet for any and all unpaid charges resulting from services provided by Mr. Speck. Owner hereby agrees that in the event the charges are not paid when due in accordance with this T&C, Mr. Speck may exercise its lien rights within ten days after written notice has been given by Mr. Speck to

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Owner by certified mail to address shown below. Mr. Speck may dispose of Pet for any and all unpaid charges, at private or public sale, at the sole discretion of Mr. Speck, and Owner 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 delinquent, plus costs of sale, then Owner shall be liable to Mr. Speck for the difference. All monies realized by Mr. Speck at such sale, over and above the charges due to Mr. Speck and costs of sale, shall be paid to Owner.

- 19. Owner acknowledges that checks that are returned due to insufficient funds will be subject to a \$25 fee and future appointments will have to be paid with cash or credit card PRIOR to the start of the next appointment.
- 20. In an emergency, Mr. Speck will attempt to contact the Pet's personal veterinarian as well as the emergency contact provided by Owner; however, such an emergency might not provide the time to do so prior to the administration of care. Owner authorizes Mr. Speck to obtain medical attention for Pet from any qualified veterinarian and to transport Pet to and from that veterinarian when Mr. Speck deems such medical care is important to the Pet's health. Owner grants Mr. Speck or its employees or agent's full decision-making power involving medical treatment of the Pet and agrees to pay for all costs. This applies to any claims for injuries or damages related to such medical care or transport. In the event of the Pet's death the Owner's emergency contact will be notified immediately.
- 21. This T&C contains the entire agreement between the parties. This T&C shall be binding on the heirs, administrators, personal representatives and assignees of the Owner and Mr. Speck. In the event that any of the provisions of this T&C shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this T&C shall otherwise remain in full force and effect.
- 22. Any controversy or claim arising out of or relating to this T&C, or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this T&C, 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(s) shall apply California law to the merits of any dispute or claim, without reference to conflicts of law rules. Owner hereby consents 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 T&C or relating to any arbitration in which the parties are participants. OWNER HAS READ AND UNDERSTANDS THIS CLAUSE, WHICH DISCUSSES ARBITRATION. OWNER UNDERSTANDS THAT BY SIGNING THIS T&C, OWNER WILL SUBMIT ANY CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS T&C OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH OR TERMINATION THEREOF, TO BINDING ARBITRATION, AND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF OWNER'S RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE RELATIONSHIP BETWEEN THE PARTIES.

OWNER ACKNOWLEDGES AND AGREES TO THE ABOVE.

Signature: _____

Owner's Full Name (Please Print): _____

Address: _____

Date: _____

Pet's Name: _____