



## SERVICES AGREEMENT

Date of Agreement: \_\_\_\_\_

This Agreement is made by and between Doginhaus, Inc, a Utah corporation, ("Doginhaus"), and the undersigned owner or guardian ("Owner") of the pet or pets identified below (the "Pet").

All fees must be paid upon picking up the Pet at the end of its stay, provided that Doginhaus may in its discretion, invoice Owner separately for such fees. Unless so invoiced, Owner understands the Pet will not leave Doginhaus until all fees are paid by Owner. If any fees due under this Agreement are invoiced, Owner shall pay such fees within 15 days following the date of invoice. Payments not made within 15 days of invoice due date shall accrue interest at the rate of 1.5% per month until paid in full. Returned checks will be charged a separate \$25 returned check fee.

Owner represents and warrants that Owner owns the Pet, and that there are no liens against the Pet, express or implied by law. Owner represents and warrants that the Pet is in good health and condition, has had the vaccinations stated in Section 1, and is free from exposure to contagious or infectious diseases during the 30 days prior to arriving at Doginhaus, other than as described in Section 1. Owner agrees to notify Doginhaus in writing of any health problem, illnesses, accidents, or exposure to contagious or infectious diseases of which Owner becomes aware or which affect the Pet. Owner certifies that the Pet information provided above and in any other information forms provided to Doginhaus is true and accurate and can be relied on in making appropriate care arrangements for the Pet. Owner understands and agrees that Doginhaus may charge owner additional fees associated with care arrangements resulting from undisclosed Pet conditions, including but not limited to (a) aggressive or dangerous behavior towards people or animals, (b) other behavior problems, (c) diseases, (d) injuries, and/or (e) female animals in heat.

Doginhaus will use reasonable efforts to contact Owner, at the phone numbers provided by Owner, should Doginhaus feel that urgent medical treatment is needed for the Pet, provided however, that in the event that Doginhaus is unable to so contact Owner within a reasonable time, which time shall be judged and determined solely by Doginhaus, Doginhaus is then hereby authorized to secure emergency veterinary care from Owner's preferred provider (if possible) or by any licensed providers of such care who are selected by Doginhaus, as well as transport the Pet for such care, all as Doginhaus determines is required for the health and well-being of the Pet. Owner grants Doginhaus and its employees and agent's full authority to make decisions involving such medical treatment of the Pet subject to the authorized spending limit for such care specified in Section 1. Doginhaus shall not be responsible in any manner for any determination to not exceed the spending limit. Owner shall be solely responsible for the costs of such care and Doginhaus is authorized to arrange direct billing by said care provider to the Owner. Owner acknowledges that Doginhaus employees are not trained in veterinary medicine and are not responsible for detecting or treating illnesses in pets.

During the time that the Pet is in the custody of Doginhaus or on the Doginhaus premises, Doginhaus shall not be liable for any sickness, disease, theft, death or injury of any kind which may be suffered by the Pet unless due to the gross negligence or willful misconduct of Doginhaus, and Owner hereby releases Doginhaus and its' owners, employees, customers, agents and representatives of such liability. Owner fully understands and hereby acknowledges all risks relating to boarding of Pet, r for any other reason, for which the Pet is in the possession of Doginhaus, is to be borne by Owner. Owners understand that pets are subject to communicable diseases that cannot be prevented by vaccines.

Absent gross negligence or willful misconduct, Doginhaus will not be liable to Owner for any loss resulting from the administration of medication approved by Owner to the Pet.

Owner, for Owner and Owner's representatives, successors and assigns, agrees to indemnify, defend and hold harmless Doginhaus and its owners, employees, agents, successors and assigns from any claim, expense or liability of any kind arising from or related to any damage or injury caused by Pet, Owner or his guests and invitees, to Doginhaus employees, customers, and facilities and other pets in Doginhaus' care, including but not limited to legal fees and/or expenses incurred by Doginhaus in defense of such claims.

Owner understands and agrees that (i) Doginhaus may, in its discretion, allow Pet to interact and play with other pets in the care of Doginhaus, (ii) Doginhaus may use water squirt bottles and muzzles to control the Pet as determined necessary or desirable by Doginhaus, (iii) the Pet may sustain minor scratches and injuries from such group play, and (iv) Doginhaus is not required to notify Owner of such scratches or injuries when they occur and may notify owner of such conditions upon return of the Pet.

In no event shall Doginhaus be liable for any special, incidental, or consequential damages, in connection with its performance under this Agreement even if informed of the possibility of such damages in advance and regardless of misrepresentation, other torts or any other theory.

Owner hereby acknowledges receipt and understanding of the current Doginhaus Rules, which are incorporated by reference in full, as if fully set forth herein. Owner agrees Owner and Owner's guests and invitees will be bound abide by such Rules, and accepts responsibility for the conduct of Owner's guests and invitees according to such Rules. Failure, as determined in Doginhaus' sole discretion, of Owner or Owner's guests and invitees to abide by Doginhaus Rules may result in Doginhaus declaring Owner in default hereunder and result in immediate termination of this Agreement.

Owner is put on notice that Doginhaus has and may assert and exercise a right of lien, as provided for by the laws of the SState of Utah, for any amount due for the board and keep of Pet, and also for any other charges and fees due under this Agreement. In the event amounts due Doginhaus are not paid in full when due, Owner agrees Doginhaus shall have the right, without process of law or other notice to retain the Pet until paid in full.

Owner understands and agrees that unless this Agreement is replaced by a subsequent agreement signed by Doginhaus and Owner, this Agreement will apply to each time Doginhaus provides boarding or other services to the Owner for the Pet. Each time the Pet returns to Doginhaus, Owner is certifying that the Pet is in good health and has not had any communicable illness of any kind for 30 days prior to return.

Doginhaus may terminate this Agreement immediately upon notice if, in Doginhaus' determination, continued boarding or care of Pet would present a risk of danger to Doginhaus employee, facilities, customer or other pets.

Owner's failure to remove the Pet from Doginhaus facilities within 1 hour of notice of termination will result in the base boarding rate increasing by 100% for all remaining days of board provided until the Pet is removed.

This Agreement may not be assigned by Owner without the express written consent of Doginhaus.

If the undersigned is not the owner of the Pet, the undersigned represents and warrants to Doginhaus that the undersigned has full authority and power to sign this Agreement on behalf of such Owner and bind the Owner, as well as the undersigned, to this Agreement.

In the event of a dispute between the parties arising out of or in connection with this Agreement, the parties hereto shall attempt for a period of no less than 30 days to resolve the dispute on an amicable basis. If an amicable settlement cannot be reached, either party hereto may request, by written notice, that the dispute be resolved by arbitration by one arbitrator administered by the American Arbitration Association pursuant to the then current rules of the American Arbitration Association, provided that if such rules contradict any expressed provisions of this Agreement, then the provisions of this Agreement shall govern. The place of the arbitration shall be Salt Lake City, Utah USA. The arbitrator shall be appointed by mutual agreement, or lacking mutual agreement within 7 days of the initiation of the arbitration, by the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties, save in the event of fraud, manifest mistake or failure by any of the arbitrator to disclose any conflicts of interest. The decision of the arbitrator may be enforced by any court of competent jurisdiction and may be executed against the person and assets of the losing party in any jurisdiction.

Owner shall be liable for all costs of collection, including attorneys' fees, incurred by Doginhaus in collection of past due amounts. This Agreement shall be governed by the laws of the State of Utah without regard to the principals of conflicts of law and shall be binding upon the parties hereto and inure to the befit of the parties, their respective successors, and assigns. This Agreement sets forth the entire agreement of the parties, covering all matters agreed upon or understood in the transaction contemplated hereby. If any part of this Agreement is deemed to be unenforceable, the balance of the Agreement shall remain in full force and effect. The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent or other breach. No amendment to this Agreement may be made except in writing signed by all parties.

Executed to be effective as of the date first set forth above.

DOGINHAUS

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Owner