



**THE
WINSTON
PET HOTEL**

CUSTOMER AGREEMENT AND RELEASE OF LIABILITY FORM

This Customer Agreement and Release of Liability Form (this “Agreement”) is made and entered into as the date _____ between Batstra, LLC dba The Winston Pet Hotel (“The Winston”) and the pet owner named _____ (“Owner”).

The Winston and Owner agree as follows:

1. **Ownership** - Owner represents that he/she is the legal owner of the named pet(s), free and clear of all liens and encumbrances and that he/she is authorized to agree to the terms of this Agreement.
2. **Payment** - Owner agrees to pay The Winston current rates for all pet care and boarding services provided by The Winston from the time the pet is checked into The Winston until the dog is picked up. A 50% deposit/payment is due at least 7 days in advance upon check-in of the pet. Any balance or additional charges shall be paid at the time the pet is picked up. Owner authorizes The Winston to charge the credit card on file for any services provided for the pet. Owner also agrees that the pet shall not leave the facility until all charges due are paid in full by Owner or proper payment arrangements are agreed upon by both parties.
3. **Cancellations** - Boarding reservations for 1-3 days must be cancelled at least 48 hours prior to date scheduled for check-in. Any reservations 4 days and longer require a minimum 7 day prior cancellation. For 1-3 day reservations that are not cancelled in the required time a charge of one night will be charged to Owner. For reservations 4 days and longer a 2 day boarding charge will accrue.
4. **Vaccinations** – Owner represents and warrants this pet is current on all vaccinations and will provide proof prior to or upon date reservation is scheduled. This includes distemper and rabies for cats and distemper, bordetella and rabies for dogs.
5. **Fleas/ticks/parasites** – Owner agrees if pet is seen to have a problem with fleas, ticks and/or parasites, a treatment will be applied by The Winston and charged to the owner at a minimum rate of \$20.
6. **Food and/or Special Diet** – The Winston recommends bringing your pets favorite regular food. If pet requires special or prescription food, it will be Owner responsibility to provide such food during stay. If food or special diet is not provided, it will be provided by The Winston and Owner will be charged accordingly. Owner releases The Winston of any liability regarding food/diet provided to pet.
7. **Medications and/or Special Medical Treatment** - Owner must provide all medications and administering instructions at time of or prior to check-in. If it is not provided, will be provided by The Winston and charged accordingly and administered using best discretion. Owner further understands that any behavioral or physical health problems that develop with pet while at The Winston will be handled and treated as deemed best by the employees, staff and volunteers in their sole discretion, and Owner expressly agrees to assume full financial responsibility for any and all expenses arising or relating thereto. This includes aggressive or destructive behavior.

8. **Spay/Neuter** – All pets over the age of one (1) year will be spayed or neutered.
9. **Pet Behavior** – All pets are required to have a pre-screen meet and greet with The Winston prior to scheduled reservation. No dog may be admitted that shows any signs of aggression. The Winston reserves the right to refuse or deny any services for any reason at any time.
10. **Abandoned Pets** – Owner understands and agrees that if pet(s) are not picked up by the end of the agreed terms and/or has had no contact to the contrary, Owner hereby expressly authorizes The Winston to take whatever action is deemed necessary for the continuing care of said pet(s) and Owner agrees to pay all costs to The Winston of the continued care. Owner further understands if pet(s) are not picked up as scheduled, The Winston shall be authorized to proceed according to the local municipal code governing abandonment of animals.
11. **Release, Indemnification and Hold Harmless Liability** – To the maximum extent permitted by law, owner hereby releases and agrees to hold harmless Batstra, LLC dba The Winston Pet Hotel and its officers, owners, employees and agents (together referred to as The Winston in this section 11) from any and all liability for any injury or illness suffered by his or her pet while in The Winston’s pet care; and agrees not to initiate any legal proceedings against The Winston with respect to such released claims. In no event will The Winston be liable for special, consequential, exemplary or punitive damages, even if advised of their possible existence. Owner shall indemnify, defend and hold The Winston harmless from and against any and all losses, liabilities, damages, claims, damages, fines, costs, penalties and expenses (including attorneys’ fees) arising from or resulting from any breach of the representations, warranties or covenants contained in this agreement, or any acts or behavior of the pet while in the care of The Winston, including injury to staff or other animals or damage to facilities. Owner accepts and assumes all of the risks which could result in physical or emotional injury and/or negligence of The Winston.

By signing this document, I agree that if I am hurt, or my pet/property is hurt or damaged during my services provided by The Winston, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have read and understood this document and I agree to be bound by its terms.

Signature _____ **Date** _____

Printed Name _____ **Phone Number** _____