



Pickles Paw Spa & Playhouse, LLC
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CLIENT AGREEMENT

1. **Parties.** The parties to this contract and agreement are **Pickles Paw Spa & Playhouse, LLC**, an Oregon limited liability company (Managing Member: DEIRDRE THOMSON) **and:**

Client/Dog Owner (“Client”): _____

Phone: _____ **Email:** _____

Mailing Address: _____

Name of Client’s Dog: _____

2. **Contract.**

Client/Dog Owner engages Pickles Paw Spa & Playhouse, LLC to provide dog boarding and related services under the terms and conditions of this **Client Agreement** and attached **Fee Schedule**, the **Dog & Owner Information Sheet**, and the **Veterinary Release Form**, all of which are considered part of this Client Agreement and are subject to the terms and conditions set forth below.

3. **Authority.**

Client is the Owner of the Dog and is authorized to enter into this Agreement concerning the care of the Dog and payment for the services rendered the Pickles Paw Spa & Playhouse, LLC pursuant to the attached **Fee Schedule**.

4. **Representations.**

Client represents that Client’s Dog is current on all required vaccinations and any other vaccinations requested by Pickles Paw Spa & Playhouse, LLC. Client agrees to provide documents from a licensed veterinarian proving Client’s Dog is current on vaccinations for Rabies, Bordetella, and Canine **Parvovirus** prior to entering Pickles Paw Spa & Playhouse, LLC’s facility. Client represents the Dog is free of illness, injury, fleas, ticks and parasites, except as expressly disclosed on the **Dog & Owner Information Sheet** provided by Client to Pickles Paw Spa & Playhouse LLC. Client represents that the Dog has not bitten or exhibited aggressive behavior towards any person or animal, except as disclosed on the Dog & Owner Information Sheet provided by Client to Pickles Paw Spa & Playhouse LLC. Client has disclosed and will continue to disclose to Pickles Paw Spa & Playhouse LLC on an ongoing basis any and all health concerns and other conditions, including but not limited to behavioral concerns which may affect, limit, or prevent the Dog’s ability to participate in play activities with other dogs at Pickles Paw Spa & Playhouse LLC’s facility.

5. **Acceptance of Risk.**

Unless Client has expressly instructed otherwise in the **Dog & Owner Information Sheet**, Client acknowledges and agrees that Client's Dog may encounter and be permitted to play and interact with other dogs and with Pickles Paw Spa & Playhouse staff members. Client understands and acknowledges that when dogs play in groups they may sustain nicks, bites, and scratches, and Pickles Paw Spa & Playhouse LLC may or may not notify Client immediately if Client's Dog sustains nicks, bites, and scratches. Client acknowledges that animals are unpredictable and that the possibility exists of injury or death to another animal or person. Therefore, a consideration for the services rendered by Pickles Paw Spa & Playhouse LLC, Client waives and releases Pickles Paw Spa & Playhouse LLC and its invitees, members, managers, employees, contractors, agents, representatives, lessors, and any other parties owning, controlling, or having any interest in the damages, or liability for injury or illness suffered by Client's Dog while in the care of Pickles Paw Spa & Playhouse LLC or otherwise relating to health, care, and/or safety of Client's Dog arising from the pick up, transport, drop off and/or boarding at Pickles Paw Spa & Playhouse LLC's facilities, except to the extent such illness or injury is the result of Pickles Paw Spa & Playhouse LLC's gross negligence or intentional misconduct. Client agrees not to initiate any legal proceedings against Pickles Paw Spa & Playhouse LLC or its members, managers, employees, agents, lessors or representatives with respect to such related claims.

6. **Indemnification and Liability.**

As consideration for the services rendered by Pickles Paw Spa & Playhouse LLC, Client agrees to indemnify, defend, and hold Pickles Paw Spa & Playhouse LLC harmless from and against any and all claims, demands, losses, liabilities, damages, penalties and expenses, (including but not limited to attorney fees and veterinary costs and expenses) arising or resulting from any breach of the representations, warranties, terms or covenants contained in this Agreement (including the **Dog & Owner Information Sheet**). Client agrees to indemnify, defend, and hold Pickles Paw Spa & Playhouse LLC harmless from any and all claims stemming from any acts or behavior of Client's Dog including, without limitation, injury or death to an animal at the Pickles Paw Spa & Playhouse LLC facility or any injury or death to a staff member or other member of the public. In no event shall Pickles Paw Spa & Playhouse LLC or its members, employees, or representatives be held responsible for any special or consequential damages, even if advised of their possible existence.

7. **Evaluation and Participation.**

Client understands and agrees that Pickles Paw Spa & Playhouse LLC reserves the right to evaluate and assess Client's Dog prior to in connection with providing any care or boarding services. Client understands and agrees that if a full evaluation day is requested, payment is due prior to the evaluation and there will be no refund of this charge regardless of Pickles Paw Spa & Playhouse LLC's admission decision. Client may not be permitted to attend the evaluation. Pickles Paw Spa & Playhouse LLC reserves the right to refuse to provide pet care services for any reason at its sole and absolute discretion. Further, Client understands and agrees that participation in play time is at the sole discretion of Pickles Paw Spa & Playhouse LLC, and Client's Dog may be separated from other pets or asked to leave for any reason in Pickles Paw Spa & Playhouse LLC's sole discretion.

8. **Payment.**

Client agrees to pay all fees for boarding, day care, and other services pursuant to the attached **Schedule of Fees** on the day of pick up.

9. _____ **Veterinary Liability and Care.**

In the event Client's Dog requires veterinary services while in the care of Pickles Paw Spa & Playhouse LLC, Client provides the following directions (**reply with your selected option**):

_____ Option 1: **Save my pet regardless of the cost** of any necessary treatment, surgery, or medication.

_____ Option 2: Use any and all reasonable customary treatment, surgery, or medication to save my pet, **not to exceed \$** (reply with cost max)

_____ Option 3: **I do not want my pet treated by a veterinarian under any circumstances, even in a life-threatening situation.**

If a pet passes away while in Pickles Paw Spa & Playhouse LLC's facility, it will be taken to its or the nearest veterinarian. **Client agrees to be fully responsible for all veterinary costs incurred for the treatment of Client's Dog, and for any costs associated with transportation for the purposes of veterinary treatment.**

10. _____ **Raw Meat.**

Pickles Paw Spa & Playhouse LLC does not feed dogs raw meat because of the danger of salmonella, E.coli, and other harmful conditions caused by bacteria. In the event that Client insists that Client's Dog be fed raw meat or similar, Client understands and agrees that Pickles Paw Spa & Playhouse LLC is released from any and all liability for sickness or death resulting from raw meat.

11. _____ **Personal Property.**

Client agrees that Pickles Paw Spa & Playhouse LLC shall not be liable for lost, stolen, or damaged personal property.

12. _____ **Photo and Video Release.**

Client agrees to allow Pickles Paw Spa & Playhouse LLC to use the name and any image of Client's dog while at the Pickles Paw Spa & Playhouse LLC facility, and that Pickles Paw Spa & Playhouse LLC may use such images for any media, advertising, or promotional material.

13. _____ **Other Documentation.**

The terms of Client Agreement apply to the attached **Fee Schedule**, and also apply to the separate **Dog & Owner Information Sheet** and **Veterinary Release Form**, which are all part of this Client Agreement.

14. _____ **Governing Law and Venue.**

This Client Agreement is governed by Oregon law. The venue for any actions or proceedings concerning this Agreement or and services provided by Pickles Paw Spa & Playhouse LLC will be in Jackson County, Oregon.

15. _____ **Severability.**

If any terms or provisions of this Agreement are found to be unenforceable, the remaining provisions shall continue in full force and effect.

16. **Abandoned Pets.**

Client understands and agrees that if Client's Dog is not picked up within seven (7) days after the scheduled pick-up date, then Client's Dog will be deemed to be abandoned and additional boarding charges shall apply, and Pickles Paw Spa & Playhouse LLC shall gained legal custody and ownership of the Dog and shall have the right to retain the Dog, place it in an animal shelter, or place the Dog in a new home with no recourse against Pickles Paw Spa & Playhouse LLC. Client understands and agrees that if Client abandons Client's Dog at Pickles Paw Spa & Playhouse LLC's facility, Client may be unable to retrieve possession of Client's Dog without recourse against Pickles Paw Spa & Playhouse LLC.

AGREED AND ACCEPTED BY:

DATE: _____

Signature of Client - Dog Owner