



Boise Dog Hotel Stay and Services Agreement

This is an Agreement between Boise Dog Hotel, Inc., a LLC under the name of ("Boise Peak Fitness") and the Owner/Guardian whose name(s) is _____ and (if applicable) _____

whose address is _____ and whose signature appears on Page 2 (hereinafter called "Owner/Guardian").

Following are the terms of service for the stay of the Owner/Guardian's dog (Name) _____ (the "Dog") as a reservation or day stay guest of Boise Dog Hotel:

1. By signing this Agreement and leaving your dog with Boise Dog Hotel, Owner/Guardian certifies to the accuracy of all information provided to Boise Dog Hotel in writing or orally about the Dog. Boise Dog Hotel reserves the right to deny admittance to the Dog or any dog for any reason at any time.
2. Owner/Guardian specifically represents that he or she is the sole Owner/Guardian of the Dog, free and clear of all liens or encumbrances.
3. Owner/Guardian specifically represents to Boise Dog Hotel that, to Owner/Guardian's knowledge, the Dog has not been exposed to any contagious diseases within the 30 day period prior to check-in. Owner/Guardian understands that each time Dog is brought to Boise Dog Hotel, Owner/Guardian is re certifying that the Dog is in good health and has not had any communicable illness of any kind for 30 days prior to check-in. Owner/Guardian further agrees to provide Boise Dog Hotel with proof of required vaccinations up or titer test results showing the dog has strong titer on request and prior to check-in.
4. While Boise Dog Hotel makes every effort to ensure that dogs staying at a Boise Dog Hotel' location are healthy by requiring their Owner/Guardians to affirmatively represent that all vaccines or titer tests for their dog are current and that they do not believe that their dog has a communicable illness, Owner/Guardian acknowledges and is aware that the employees of Boise Dog Hotel are not veterinarians and do not have backgrounds in animal medicine and are not expected to diagnose or detect illnesses in the dogs that are staying at a Boise Dog Hotel' location. In addition, Owner/Guardian acknowledges and is aware that vaccines do not protect against all communicable illnesses that may affect a dog
5. OWNER/GUARDIAN ACKNOWLEDGES AND AGREES THAT THEY ARE ASSUMING ALL RISK OF ILLNESS, DISEASE, HARM OR OTHERWISE TO THEIR DOG BY ALLOWING THEIR DOG TO STAY AT A BOISE DOG HOTEL' LOCATION. BOISE DOG HOTEL AGREES TO EXERCISE REASONABLE CARE OF THE DOG DURING ITS STAY AND, IF APPLICABLE, DURING TRANSPORT. IT IS EXPRESSLY AGREED BY OWNER/GUARDIAN AND BOISE DOG HOTEL THAT BOISE DOG HOTEL' LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF THE CURRENT CHATTEL VALUE OF A DOG OF THE SAME BREED OR THE SUM OF \$200.00 PER ANIMAL ADMITTED.
6. Owner/Guardian agrees to be solely responsible for any and all acts or behavior of the Dog while in the care of Boise Dog Hotel, including payment of costs of injury to staff or other animals or damage to facilities caused by the Dog. Owner/Guardian further agrees to indemnify Boise Dog Hotel and its agents against any claims made against Boise Dog Hotel or its employees or members or other agents or losses or damages of any kind suffered by Boise Dog Hotel or its agents as a result of Owner/Guardian's failure to inform Boise Dog Hotel of any preexisting condition the Dog may have (such as illness or aggression problems) or which were otherwise caused by the Dog.
7. Owner/Guardian understands that Boise Dog Hotel utilizes playgroups where dogs interact and co-mingle with other dogs. Owner/Guardian also understands that squirt guns, hoses, and citronella spray may be used to control the Dog. In extreme cases dogs may be muzzled for their protection or the protection of other dogs or staff. Owner/Guardian agrees that the Dog may be removed from a playgroup at Boise Dog Hotel' discretion and not permitted to interact further with the dogs during current or any subsequent stays. Owner/Guardian further understands that when dogs play in groups that nicks and scratches may occur.
8. All charges incurred by Owner/Guardian and not previously paid shall be payable upon pickup or delivery of Dog, or, in Boise Dog Hotel's sole discretion, when billed by Boise Dog Hotel at the address listed on this contract. Boise Dog Hotel shall have, and is hereby granted, a lien on the Dog for any and all unpaid charges resulting from service provided by Boise Dog Hotel.
9. In an emergency, Boise Dog Hotel will attempt to contact the Dog's personal veterinarian as well as the emergency contact provided to Boise Dog Hotel by Owner/Guardian; however, such an emergency might not provide the time to do so prior to the administration of care. Owner/Guardian authorizes Boise Dog Hotel to obtain medical attention for the Dog from any qualified veterinarian and to transport the Dog to and from such veterinarian when Boise Dog Hotel deems such medical care is important to Dog's health. Owner/Guardian grants Boise Dog Hotel and its employees or agent full authority to make decisions involving the medical treatment of Dog and agrees to pay for all related costs. This applies to any claims for injuries or damages related to such medical care or that arise due to the transport of the Dog. In the event of a Dog's death the Owner/Guardian or the Owner/Guardian's emergency contact will be notified immediately.
10. This Agreement contains the entire agreement between the parties. All terms and conditions of this Agreement shall be binding on the heirs, administrators, personal representatives and assignees of the Owner/Guardian and Boise Dog Hotel.
11. THE PARTIES UNDERSTAND THAT BY SIGNING THIS AGREEMENT THAT THEY WILL SUBMIT ANY CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH OR TERMINATION THEREOF, TO BINDING ARBITRATION, AND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF THE PARTY'S RIGHT TO A JURY TRIAL AND RELATED TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE RELATIONSHIPS BETWEEN THE PARTIES.

Signatures:

Owner/Guardian: _____

Dog(s) Name _____

Owner/Guardian Signature _____

Date _____

Boise Dog Hotel
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