

# Posh Pet Hotel Client Agreement

Posh Pet Hotel  
6710 S. Dixie Highway, West Palm Beach, FL 33405  
T 561.225.1559 • F 561.828.3750  
www.poshpethotel.com

This Agreement dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is an Agreement between Posh Pet Hotel, West Palm Beach LLC, a Florida Limited Liability Company, doing business as Posh Pet Hotel Palm Beach (“Posh Pet Hotel”), and the Pet Owner whose name is \_\_\_\_\_ and whose address is \_\_\_\_\_ and whose signature that appears on this Agreement (hereinafter called “Owner/Guardian”). The following are the terms of service for the Owner/Guardian’s pet (Name) \_\_\_\_\_ (the “Pet”) as an overnight or day-use guest (“Guest”) of Posh Pet Hotel:

- 1. DISCLOSURE:** By signing this Agreement and leaving Pet with Posh Pet Hotel, Owner/Guardian certifies to the accurate disclosure of all information provided to Posh Pet Hotel either in writing or orally about the Pet and Owner/Guardian specifically represents that he or she is the sole owner of the Pet, free and clear of all liens and encumbrances. Owner/Guardian agrees to disclose to Posh Pet Hotel all known medical conditions and/or behavior problems, which may affect Pet’s care. Owner/Guardian specifically represents to Posh Pet Hotel that Pet is healthy and meets Posh Pet Hotel’s published vaccination standards. Owner/Guardian represents that each time Pet is brought to Posh Pet Hotel, Owner/Guardian is recertifying that Pet is in good health and has not had any communicable illness of any kind for 30 days prior to visit. Owner/Guardian further agrees to inform Posh Pet Hotel of any changes in Pet’s condition and/or behavior prior to subsequent visits. Posh Pet Hotel reserves the right to refuse service to any Pet for any reason, at any time, including, but not limited to: Pet lacking proof of vaccinations, Pet displaying signs of untreated or potentially contagious conditions and/or Pet exhibiting aggressive or unacceptable behavior. For the purposes of this Agreement, the terms “Pet” refers to all pets under said ownership of Owner/Guardian who utilize services at Posh Pet Hotel, either now or in the future.
- 2. RESERVATIONS AND DEPOSITS:** A confirmed reservation is a reservation that has completed the following requirements: a signed copy of the Posh Pet Hotel Client Agreement, Posh Pet Hotel House Rules, Posh Pet Hotel Dog or Cat Profile, proof of vaccinations, a deposit and valid credit card on file. Reservations require a one (1) night’s advance deposit, except reservations during Peak/Holiday periods. Reservations must be cancelled at least three (3) days prior to arrival date, except reservations during Peak/Holiday periods. Failure to cancel the reservation at least three (3) days prior to the arrival date (including a “no-show”) will result in forfeiture of the entire deposit. Peak/Holiday reservations require a two (2) night’s advance deposit. Peak/Holiday reservations must be cancelled at least five (5) days prior to arrival date. Failure to cancel the Peak/Holiday reservation at least five (5) days prior to the arrival date (including a “no-show”) will result in forfeiture of the entire deposit. A “no-show” reservation is defined as not showing up for your scheduled reservation by the close of business of your check-in day, at which time, the room will be released, the reservation cancelled, and the deposit forfeited. If Owner/Guardian decides to shorten Pet(s) stay (prior to the original scheduled day of departure), Owner/Guardian will be charged for the entire original length of reservations. Posh Pet Hotel will cancel reservations due to non-performance by Owner/Guardian with regard to the following items: incomplete vaccinations and/or invalid credit cards.
- 3. PAYMENTS:** Owner/Guardian agrees to pay the applicable service rates in effect on the date Pet is checked-in to Posh Pet Hotel and to pay for any additional services requested by Owner/Guardian. Payment for all accommodations and additional ancillary services will be paid upon check-out. Prices contained on the services menu are subject to change at the discretion of Posh Pet Hotel, without notice to Owner, and Owner acknowledges and agrees to pay such prices as amended.
- 4. EXTENDED STAY PAYMENTS:** Stays exceeding two weeks require payment of services after the first two (2) weeks, and then at the end of each week thereafter. Client must maintain a valid credit card on file to be charged accordingly.
- 5. ABANDONMENT:** Owner acknowledges that Owner has hereby been notified by Posh Pet Hotel that if Pet has not been retrieved, by Owner, within ten (10) days of Pet’s scheduled pick-up date, then Posh Pet Hotel may deem Pet “abandoned” as described in Section 705.19, Florida Statutes. Posh Pet Hotel may then relinquish custody of Pet to the Palm Beach County Animal Control or the nearest Humane Society, or take other action as permitted by Florida Law. Despite any such abandonment, Owner will remain liable to Posh Pet Hotel for all unpaid services and care charges, as well as, all fees and expenses associated with removal of Pet. Owner is further liable for any attorney’s fees and costs incurred by Posh Pet Hotel in collection of any such charges.
- 6. ASSUMPTION OF RISK:** Posh Pet Hotel agrees to exercise reasonable care of Pet during its stay and, if applicable, during transport. Owner is aware that employees of Posh Pet Hotel are not veterinarians and do not have backgrounds in animal medicine and are not expected to diagnose or detect illnesses in the Pet at Posh Pet Hotel. Owner/Guardian acknowledges that no amount of vaccination requirement, sanitation or personalized care can prevent pets from contracting an airborne virus or communicable

# Posh Pet Hotel Client Agreement

disease. Owner/Guardian further understands that pets are pack animals, lead with their teeth, paws/claws, are unpredictable in nature and no amount of supervision can be 100% certain to prevent pets from being injured. Owner/Guardian understands these risks of illness, disease or harm and hereby releases Posh Pet Hotel, its employees, members or other agents, from any and all losses, damages, costs and expenses arising out of or in connection with any communicable disease, airborne virus, or any other medical condition or injury contracted by Owner/Guardian's Pet at Posh Pet Hotel. Furthermore, if Pet is transported to or from Posh Pet Hotel by the Posh Pet Hotel staff, Owner/Guardian holds Posh Pet Hotel harmless in the event of injury or accident during transportation.

7. **DAYCARE ASSUMPTION OF RISK:** For safety reasons, Owner/Guardian understands that Daycare Services are a privilege extended only to well-behaved, socialized dogs who have gone through an initial temperament evaluation and who have been deemed "acceptable" for such Services, in the sole discretion of Posh Pet Hotel. Posh Pet Hotel reserves the right to refuse service to any dog for any reason, at any time, including, but not limited to: dogs lacking proof of vaccinations, dogs displaying signs of untreated or potentially contagious conditions and/or dogs exhibiting aggressive or unacceptable behavior. All dogs one (1) year of age or older must be neutered to participate in the Services. Un-spayed females may participate in Daycare unless they are in heat. Owner/Guardian understands that the Service's leash-free environment allows dogs the opportunity to play in close physical contact (including nose-to-nose) with each other. Owner/Guardian further understands that dogs are pack animals, lead with their teeth and paws, and are unpredictable in nature. I understand and agree that Posh Pet Hotel employees may not notice these nicks or scratches before my pet's departure and, therefore, I might not be notified.

8. **GROOMING ASSUMPTION OF RISK:** Posh Pet Hotel follows strict guidelines for bathing and grooming pets. Owner/Guardian acknowledges that PPH staff are not veterinarians and do not have backgrounds in animal medicine and are not expected to diagnose or detect illnesses. Posh Pet Hotel is not responsible for any unknown pre-existing conditions such as moles or cysts that on occasion may be nicked during the groom. Owner/Guardian also agrees not to hold Posh Pet Hotel responsible for allergic reactions to grooming products. As with any pet care product, some pets may have sensitivity. Please consult with your veterinarian to ensure that there are no allergies.

9. **ACTS OR BEHAVIOR:** Owner/Guardian agrees to be solely responsible for any and all acts or behavior of Pet while in the care of Posh Pet Hotel, including payments of costs of injury to staff or other animals or damage to facilities caused by Pet. Owner/Guardian also understands that squirt bottles of water, citronella spray and, in extreme cases, muzzles may be used for the protection of other pets or staff. Owner/Guardian further agrees to fully and completely indemnify and hold harmless Posh Pet Hotel, its agents and attorneys from and against any and all loss, claims, damage or expense, including attorney's fees, obligations, costs, expenses, fees, damages, judgments, penalties, or liabilities of whatever kind or nature imposed on, sustained or incurred by Posh Pet Hotel, its agents and attorneys from and against any and all loss, damages of any kind suffered by Posh Pet Hotel or its agents as a result of: any misrepresentation by Owner/Guardian or their representatives, Pet's stay including, without limitation, any person claiming injury or damage caused by your Pet, Owner/Guardian failure to inform Posh Pet Hotel of any pre-existing condition Pet may have (such as illness or aggression problems) or, any other injury, harm, or damage which is otherwise caused by Pet.

10. **PET HEALTH AND SAFETY:** Posh Pet Hotel takes pride in the health and safety of our pet guests. All guests must be in good health and not have been exposed to any contagious or communicable illnesses within a 30-day period prior to check-in. Posh Pet Hotel will require veterinarian documentation proving a clean health record after treatment and/or medication has been administered and completed. Posh Pet Hotel accommodates pets that are healthy, fit, and able to walk unassisted. Posh Pet Hotel cannot accept Pets with terminal illnesses and in the late stages of an illness. Posh Pet Hotel cannot accept Pets that require medical treatment beyond the dispensing of oral and topical medications. (i.e. drains, bandage changes, suture removal, etc.) Posh Pet Hotel requires that all Pets be on a regular flea and tick program. If fleas are discovered upon check-in, a flea bath will be required at Owner/Guardian's expense. Posh Pet Hotel also requires that each Pet guest receive a dose of Capstar, at an additional charge of \$5, at check-in to eliminate possible fleas. Pet must possess a temperament that allows staff to care for the guest properly. Dogs are pack animals that lead with their teeth and paws, and are unpredictable in nature. As a result, no amount of vaccination requirement, supervision, sanitation or personalized care from Posh Pet Hotel can be 100% certain to prevent pets from being injured or contracting an airborne virus or communicable disease. All dogs must enter and exit Posh Pet Hotel on a leash, and all cats must enter and exit Posh Pet Hotel in a cat carrier.

11. **EMERGENCY/MEDICAL ATTENTION:** In the event of an injury, emergency or when Posh Pet Hotel, in its sole discretion, deems medical care is important to Pet's health (including, but not limited to: vaccinations, fleas, ticks, diarrhea, rashes, cuts, etc.), Owner/Guardian authorizes Posh Pet Hotel to obtain medical attention for the Pet in the event that Owner/Guardian, Pet's personal veterinarians, or the emergency contact provided cannot be reached. Posh Pet Hotel will use reasonable efforts to attempt

# Posh Pet Hotel Client Agreement

to contact the Owner/Guardian, or the emergency contact provided to Posh Pet Hotel by Owner/Guardian. In certain situations, an emergency might not provide the time for Posh Pet Hotel to contact Owner/Guardian, or Owner/Guardian's emergency contact person prior to the administration of care. Owner/Guardian therefore authorizes Posh Pet Hotel to obtain medical attention for Pet from any qualified veterinarian and to transport Pet to and from such veterinarian when Posh Pet Hotel, at its sole discretion, deems such medical care to be important to Pet's health. Owner/Guardian grants Posh Pet Hotel and its employees or agent's full authority, at its sole discretion, to make decisions involving the medical treatment of Pet 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 Pet. Pet shall then remain at a veterinary hospital or similar location for supervision until such time as Owner/Guardian, or Owner/Guardian emergency contact can retrieve Pet. In the event of a Pet's death, Posh Pet Hotel will attempt to immediately contact the Owner/Guardian or the Owner/Guardian's emergency contact using the contact information provided by the Owner/Guardian. In the event that complications, injury, or death occurs due to the Owner/Guardian refusing veterinarian recommended care, Posh Pet Hotel shall not be held responsible. Additionally, if medical treatment is refused for Pet, Posh Pet Hotel, at its sole discretion, may engage the services of a veterinarian and/or administer medicine in an effort to help make Pet as comfortable as possible until picked up by Owner/Guardian, or Owner/Guardian's emergency contact, and Owner/Guardian hereby agrees to fully pay for the expenses thereof.

12. COMPLIANCE: Owner agrees to comply with the published policies of Posh Pet Hotel, which may be revised from time to time, with or without notice. In the event there is a discrepancy, this Agreement shall supersede the contents of the House Rules.

13. PRE-PAID PACKAGES: In the event Owner decides to purchase a pre-paid package for services. Owner understands such sale price is offered at a special discount in exchange for a non-refundable commitment to use all such funds at Posh Pet Hotel. Owner further understands that after the sale, things may happen that are out of the control of Posh Pet Hotel, including, but not limited to: the death of Pet, the relocation of Owner, behavioral changes in Pet, and the decision to stop utilizing Posh Pet Hotel for services. In any case, any unused portion of the sale (after deducting the used services at regular standard rates) shall be transferable for use on other services at Posh Pet Hotel, but in no instance shall they be refundable. Pre-paid packages may not be sold or transferred to any Pet outside Owner's direct ownership.

14. PROPERTY DAMAGE: Posh Pet Hotel reserves the right to charge an additional property damage fee for Pets that damage Posh Pet Hotel rooms and suites. Property damage includes damage or destruction of beds, walls, televisions, etc. To avoid the potential of any unexpected fees, Posh Pet Hotel strongly recommends that clients who believe their Pet(s) may cause property damage speak with a Posh Pet Hotel staff member to determine the best room type and amenities for their Pet(s).

15. MULTIPLE FAMILY MEMBERS: If Owner requests to board Pet together with other "family members" in the same suite, Owner acknowledges and understands that (regardless of the amount of supervision) such an arrangement may decrease Posh Pet Hotel's ability to detect issues, diseases and illnesses. Furthermore, because actions of pets may be unpredictable, this arrangement may also significantly increase the chance of injury, aggression and/or altercations.

16. TRANSPORTATION: Owner agrees that Posh Pet Hotel's trans-paw-tation pickup and drop off service is an add-on service and offered on an as requested basis. Owner acknowledges and authorizes Posh Pet Hotel to transport the Pet to and from Posh Pet Hotel to the Owner's residence, or other location as requested by the owner.

17. HURRICANE WAIVER: In the event of a hurricane at its premises in West Palm Beach, Florida, Posh Pet Hotel will not be responsible for the safety and well-being of Pet(s) during the hurricane and/or during the two weeks following the storm. Accordingly, once the issuance of a hurricane warning covering Palm Beach County, Florida, Owner agrees to remove Pet(s) from Posh Pet Hotel premises. Should Owner fail to do so, Posh Pet Hotel will transport your Pet(s) to Healing Arts Veterinary Center, which is an approved Hurricane shelter for your Pet(s). Owner will be charged a \$40 non-refundable deposit to secure Pet(s) spot at Healing Arts Veterinary Center, along with transportation fees. Please note that Healing Arts Veterinary Center may require vaccinations that Posh Pet Hotel does not require. Owner will be responsible for the extra care and costs of the vaccinations that Healing Arts Veterinary Center may require. Once the storm passes, if it is safe to do so and Posh Pet Hotel is in a normal operating condition, Posh Pet Hotel will transport your Pet(s) back to Posh Pet Hotel premises and resume normal care for your Pet(s). Posh Pet Hotel cannot and will not guarantee the safety of Pet(s) and Owner expressly assumes any and all risks to Pet(s) related to or arising from its care from Posh Pet Hotel during the hurricane, including transportation services during the hurricane.

18. ADVERTISING: Owner agrees that the names, likenesses of Owner, Owner's family, Owner's agents or representatives and Owner's Pet(s) may be used on Posh Pet Hotels' website and within other advertising and promotional materials, including but not

# Posh Pet Hotel Client Agreement

limited to, news programs as well as any other press, media, radio, television and/or internet coverage within the sole discretion of Posh Pet Hotel.

19. **ARBITRATION:** 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 owner and Posh Pet Hotel. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this Agreement, 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 shall, as part of the award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party. The arbitrator(s) shall apply Florida law to the merits of any dispute or claim, without reference to conflicts of law rules. The parties hereby consent to the personal jurisdiction of the state and federal courts located in Florida and agree that such courts shall have the sole and exclusive jurisdiction for any action or proceeding arising from or relating to this Agreement or relating to any arbitration in which the parties are participants. 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 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Owner Address: \_\_\_\_\_

Posh Pet Hotel Representative: \_\_\_\_\_ Position: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_