

Boarding and Daycare Agreement

This agreement between Happy Mailman, LP, and the pet owner whose name is _____ and whose address is _____ and whose signature appears on page 2 (herein after called "Owner"). Following are the terms of service for the stay of the Owner's pet (Name) _____ (the "Pet") as a boarding and daycare guest of Happy Mailman, LP:

1. By signing this Agreement and leaving the Pet with Happy Mailman, LP, Owner certifies to the accuracy of all information provided to Happy Mailman, LP in writing or orally about the Pet. Happy Mailman, LP takes reasonable precaution and care to ensure the safety and comfort of all dogs staying at Happy Mailman. Accordingly, Happy Mailman, LP reserves the right to deny admittance to any pet or to remove any pet for any reason at any time.

2. Owner specifically represents that he or she is the sole owner of the Pet, free and clear of all liens and encumbrances.

3. Owner specifically represents to Happy Mailman, LP that

(a) to Owner's knowledge the Pet has not been exposed to any contagious diseases within a 30 day period prior to check-in. Owner represents that each time Pet is brought to Happy Mailman, LP, Owner is recertifying that the Pet is in good health and has not had any communicable illness of any kind for 30 days prior to check in AND

(b) pet is current on necessary vaccinations and is either (1) altered (spayed or neutered), or (2) less than 7 months of age, and owner agrees to provide Happy Mailman, LP with proof of required vaccinations upon request and prior to check in.

In addition, Owner agrees that if any fleas or ticks are discovered on the Pet during check in or at any time during the Pet's stay, Happy Mailman, LP will administer a flea bath to the Pet at Owner's expense. Happy Mailman, LP may administer a spot flea and/or tick treatment to any pet checking into the facility.

4. Happy Mailman, LP agrees to exercise reasonable care for the Pet during its stay and, if applicable, during transport. OWNER RELEASES AND HOLDS HAPPY MAILMAN, LP HARMLESS FROM ANY AND ALL LIABILITY IN CONNECTION WITH THIS AGREEMENT, EVEN IF DUE TO THE NEGLIGENCE OF HAPPY MAILMAN, LP, INCLUDING WITHOUT LIMITATION IN THE EVENT OF INJURY OR ACCIDENT DURING TRANSPORTATION. OWNER SHALL INDEMNIFY HAPPY MAILMAN, LP FROM THE CLAIMS OF ALL THIRD PARTIES FOR INJURY (INCLUDING DEATH) OR DAMAGES TO THE PERSON OR PROPERTY OF SUCH THIRD PARTY ARISING FROM THE PET, REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED UPON THE NEGLIGENCE OF HAPPY MAILMAN, LP OR HAPPY MAILMAN, LP AND ANY OTHER PERSON. THIS INDEMNIFICATION SHALL INCLUDE ALL COSTS AND EXPENSES INCURRED BY HAPPY MAILMAN, LP, INCLUDING ATTORNEYS' FEES, AND SHALL SURVIVE THIS AGREEMENT. It is expressly agreed by Owner and Happy Mailman, LP that Happy Mailman, LP's liability in connection with this agreement shall in no event exceed the lesser of the current chattel value of a Pet of the same breed or the sum of \$200.00 per animal admitted. Owner releases Happy Mailman from any/all liability that may occur as the result of the Pet jumping over or digging under a fence or enclosure. Owner acknowledges that there is no guarantee and should be no expectation that any personal item(s) left at Happy Mailman will be returned in original condition.

5. Owner agrees to be solely responsible for any and all acts or behavior of the Pet while in the care of Happy Mailman, LP, to include payment of costs for injury to staff or other animals or damage to facilities caused by the Pet. Owner further indemnifies Happy Mailman, LP against any claims made against Happy Mailman, LP or its employees or members or other agents or losses or damages of any kind suffered by Happy Mailman, LP as a result of Owner's failure to inform Happy Mailman, LP of any pre existing condition the Pet may have (such as illness or aggression problems) or which were otherwise caused by the Pet.

6. Owner understands that Happy Mailman, LP utilizes playgroups where dogs interact and co-mingle. Squirt water bottles and citronella spray may be used for correction. In extreme cases dogs may be muzzled for their protection or the protection of other dogs or staff or for excessive barking. Owner agrees that the Pet may be removed from a playgroup at Happy Mailman, LP's sole discretion and not permitted to interact further with other dogs during current or any subsequent stays. Owner further understands that when dogs play in groups that nicks and scratches may occur. Staff may or may not notify Owner immediately if the Pet sustains any nicks or scratches. It is the policy of Happy Mailman, LP, to attempt to contact and notify the Owner or Emergency Contact if a Pet is seriously injured.

7. Owner agrees to pay the pet care service rate in effect on the date Pet is checked into Happy Mailman, LP and to pay for any additional services requested when Owner picks up Pet. Owner further agrees that the Pet shall not leave the facility until all charges due are paid by Owner or proper payment arrangements are agreed upon by both parties.

8. Owner agrees that if he/she is a "no-show" to any reservation and he/she fails to cancel 48 hours prior to check in, he/she shall be charged for one (1) nights stay if it not during a peak or holiday period. Owner further agrees that if he/she is a "no- show" during a peak or holiday period and he/she has not canceled one (1) week prior to check in, he/she will be charged for the entire stay. Owner will be informed at the time of making the reservation whether or not the reservation is during a peak or holiday period.

9. All charges incurred by Owner and not previously paid shall be payable upon pickup or delivery of Pet, or when billed by Happy Mailman, LP at the address listed on this contract. Happy Mailman, LP shall have, and is hereby granted, a lien on the Pet for any and all unpaid charges resulting from services provided by Happy Mailman, LP.

10. Owner agrees to notify Happy Mailman, LP if the Pet's stay will exceed the scheduled checkout date. In the event the Pet is left in the care of Happy Mailman, LP for (5) or more days past the scheduled pickup date without notification from Owner, the Owner agrees that Happy Mailman may contact appropriate authorities and/or make any arrangements necessary to remove the Pet from Happy Mailman premises. In the event the Pet is left in the care of Happy Mailman, LP during a peak or holiday period past the scheduled pickup date, the Owner agrees that Happy Mailman may immediately contact appropriate authorities and/or make any arrangements necessary to remove the Pet from Happy Mailman premises. In the event of either such situation, the Owner waives all rights to the Pet and waives all statutory or legal rights with respect to the Pet.

11. In an emergency, Happy Mailman, LP will attempt to contact the Pet's personal veterinarian as well as the emergency contact provided by Owner; however, such an emergency might not provide the time to do so prior to the administration of care. Owner authorizes Happy Mailman, LP to obtain medical attention for Pet from any qualified veterinarian and to transport Pet to and from that veterinarian when Happy Mailman, LP deems such medical care is important to Pet's health. Owner grants Happy Mailman, LP or its employees or agent's full power of decision making and power of attorney involving the medical treatment of Pet and agrees to pay for all costs. This applies to any claims for injuries or damages related to such medical care or transport. In the event of a Pet's death the Owner or the Owner's emergency contact will be notified immediately.

12 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 and Happy Mailman, LP. If any term of this agreement, in whole or in part, shall be judicially determined to be invalid or unenforceable, such determination shall have no effect on the validity or enforceability of those terms which are otherwise valid and enforceable and this Lease shall remain in full force and effect. Unless necessarily universal in character, any determination of invalidity or unenforceability shall have application only to the extent relevant to the facts and circumstances which give rise to the determination.

13. Any controversy or claim arising out of or relating to this Agreement, or the 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 Texas 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 Texas 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 par- ties are participants. THE PARTIES HAVE READ AND UNDERSTAND THIS CLAUSE 13, WHICH DISCUSSES ARBITRATION. 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 RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE RELATIONSHIP BETWEEN THE PARTIES.

Accepted and Agreed to:

Owner Signature: _____

Printed Name: _____

Date: _____

Note: Required immunizations for dogs are Rabies, Bordatella (kennel cough), and DHLPP (Distemper, Hepatitis, Leptospira, Parvovirus, Parainfluenza).