



Villa La Paws Master Services Agreement

Villa La Paws Customer Master Agreement

Owner Information:

Owner's Name(s) _____

Address _____ Apt. # _____

City _____ State ____ Zip _____ E-Mail _____

Home () _____ Work () _____

Mobile () _____

Email _____

Emergency Contact _____ Phone () _____

Veterinary Office _____ Phone () _____

The following person(s) may pick this dog up from *Villa La Paws Resort & Spa* without specific permission

Name _____ Name _____

Master Agreement.

The following terms of service shall apply to all agreements between The Paws Concierge LLC. (the "LLC"), Villa La Paws (the "Facility") and the parties for which it performs services (the "Customer"):

The Terms of Service provided to the Customer with this Master Agreement signed and submitted by the Customer and accepted by the LLC, shall constitute the entire agreement between the parties (the "Agreement") for the provision of services by the LLC. No statements, promises, or inducements made by either party or agent of either party that are not contained in this Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the parties. Notwithstanding the foregoing, the Customer and the LLC may, from time to time, agree upon the specific time, the specific place, and the specific instructions for the care of a pet on a particular occasion, and the Customer and the LLC shall be bound by such

conditions; provided, however, that if specific instructions are not provided in writing and accepted by the LLC or its agent prior to the provision of services, the LLC's obligations shall be limited to what would normally be provided to a domestic animal of the pet's type under the circumstances.

Subject Pets. The Customer attests that any and all of the pet(s) subject to this Agreement have been disclosed in the Pet Profile Form.

Description of Services.

Pet Daycare/Boarding: The LLC, through its Paws Resort, provides pet daycare and boarding services in the Paws Resort facilities. Customer hereby engages the LLC to arrange for the care of his or her pet(s) and to take any and all other actions that are reasonably necessary or appropriate to provide the services described herein.

Pet Grooming: The LLC, through its Paws Resort and Spa provides pet grooming services in the Paws Resort and Spa facilities. Customer hereby engages the LLC to arrange for the care of his or her pet(s) and to take any and all other actions that are reasonably necessary or appropriate to provide the services described herein.

In-Home Services: From time to time and at such places as scheduled by the parties, the LLC agrees to visit the premises where the pets are located, for approximately 30 minutes on each occasion or extended visits or overnight visits and during each such visit, perform the services designated by the Customer on the Customer Work Order Form, according to the specific instructions set forth therein. The Customer authorizes the LLC and its agents to take any and all other actions that are reasonably necessary or appropriate to provide the services described herein.

In-Home Pets: The Customer attests that any and all of the pet(s) subject to this Agreement have been disclosed on the Pet Profile Form.

Host-Home Services: The LLC, through a network of independent local residents ("Host Families"), arranges for temporary pet-sitting, pet daycare and related services in the comfort of the Host Families private homes. Customer hereby engages the LLC to arrange for the care of his or her pet(s) by a Host Family on the terms set forth in this Agreement and in any supplemental pet information or reservation forms provided in connection with this Agreement.

Pet Limousine Services: From time to time and at such places as scheduled by the parties, the LLC agrees to visit the premises where the pets are located and transport pets according to the services designated by the Customer on the Customer Work Order Form, according to the specific instructions set forth therein. The Customer authorizes the LLC and its agents to take any and all other actions that are reasonably necessary or appropriate to provide the services described herein.

Other Pet Related Services: The LLC, through a network of independent pet service/product providers, Trainers, Veterinarians, Attorney's and specialists, arranges for services to be performed according to the services designated by the Customer on the Customer Work Order Form, according to the specific instructions set forth therein. The Customer authorizes the LLC and its agents to take any and all other actions that are reasonably necessary or appropriate to provide the services

described herein.

Reservations. *Are required*, cancellations not made by 5:00 p.m. one business day prior to the scheduled **day care day** will be charged full fees and invoiced to the parent. Cancellations not made by 5:00 p.m. one business day prior to the scheduled **boarding** will be charged half the scheduled boarding amount (excluding holidays where the full amount will be charged).

Fees. In consideration of provision of services in accordance with this Agreement, the Customer shall pay the LLC the fee in the amount designated when the reservation and/or request for services is made. Some services may incur additional fees during the performance of these services. The Customer agrees to pay these additional services, i.e., grooming, additional food, medication, veterinarian services, etc.

Payments. Unless expressly agreed upon to the contrary, fees and costs shall be paid to the LLC, by credit card, check, or other medium of payment approved by the LLC, immediately prior to the provision of the services or at the completion of services to which the fees and costs relate as a condition precedent to the provision of such services

Deposits and Accounts. If the Customer has made prepayments of fees and/costs, the LLC shall provide the Customer with a statement, at least monthly upon request, showing the total payments made, the fees and costs charged against such payments, and the remaining balance of any deposit. If the Customer fails to inform the LLC of a contest of the amount or the propriety of an item disclosed on an account statement within 30 days after such statement is mailed to the last known address of the Customer, the Customer shall be deemed to have waived the right to contest such item.

Appointments and Cancellations. From time to time, the Customer and the LLC may, in writing or otherwise, appoint a time, place, and other conditions for the specific provision of services to the Customer in accordance with this Agreement. In the absence of such an appointment, the availability of the LLC and its agents is not guaranteed. If, after the Customer and the LLC have set and confirmed an appointed time for the provision of services, the Customer requests a cancellation of services less than 24 hours prior to the time the provision of such services is to commence, then the LLC may assess an additional fee per cancellation, in lieu of the fee that would be payable if such services had been provided, which must be paid by the Customer or may be charged against the Customer's deposit (if any).

Photographed/Video Broadcasts: Owner agrees that their pet may be videotaped, seen on Webcams, photographed, and/or recorded. The Facility shall be the exclusive owner to the results and all proceeds of such tapings, photography, and recordings with the rights throughout the world, an unlimited number of times in perpetuity, to copyright, to use and to license to others in any manner. Owner further agrees that their pet may be used in any and all media and in the promotion, advertising, sale, publicizing, and exploitation of the Facility.

Facility Check-in/Check-out: Daycare Pets must be checked into the facility no later than 9:30am and picked up by Owner or a pre-approved Owner's agent by 6:00pm unless pre-approved

arrangements have been made. Charges may be incurred, at prevailing rate, for late pick up.

The Facility provides overnight boarding. Pet must be checked into facility by 6:00pm on their reserved arrival date. A designated departure date and time must be given when check-in occurs. Unless otherwise arranged in advance by Owner or a pre-approved Owner's agent, pets not picked up by 6:00pm on the departure date will incur additional boarding fees.

Pet Release: Pet will only be released to an Owner or pre-approved Owner's agent, as listed above. If Owner's agent is not specifically listed above, Owner must provide either written or verbal authorization directly to the Facility granting permission for the pet to be picked up by another individual; such permission will be considered specific to that day until or unless this form is revised by Owner.

Abandonment: Should Owner or pre-approved Owner's agent fail to contact the Facility after 24 hours of the original departure date and designated pick-up time, the pet will be considered abandoned. Any expenses incurred for the transport, overnight care, and/or placement or adoption of said pet shall be paid by the Owner in addition to other fees incurred for services provided by, at or through the Facility. Owner hereby grants a lien on said pet for any and all unpaid charges resulting from services provided by, at, or through the Facility.

Warranties of Customer: The Customer warrants that: (1) the Customer is the legal owner of the pets and will remain the legal owner at all times during the term of this Agreement; (2) all information provided to the LLC and its agents regarding the pets, whether written or oral, is correct; (3) the pets have received any and all inoculations and other veterinary treatments required by law; and (4) none of the pets pose an unreasonable danger to the agents of the LLC or members of the public in the ordinary course of providing services under this Agreement. The Customer agrees to notify the LLC and its agents of any changes in the status or condition of the pets (or location where the pets are kept) that would affect the obligations under this Agreement.

Limitation of Liability, Reimbursement, and Indemnification: In the absence of intentional misconduct or gross negligence of the LLC or its agents, the LLC and its agents shall not be liable for any loss experienced by the Customer during the term of the Agreement, including (but not limited to) the theft, running away, injury, or death of the pets. In the absence of intentional misconduct or gross negligence by the LLC or its agents, the Customer is responsible for the behavior and conditions of the pets and agrees to reimburse the LLC for any out-of-pocket costs, and indemnify the LLC and its agents against any liability (whether in tort, contract, property, or restitution), arising from the provision of services in accordance with the terms of this Agreement and any special written instructions provided by the Customer.

Illness and Emergency Situations: If a pet becomes ill, the LLC or its agent shall immediately apprise the Customer of the condition to obtain further instructions using the last contact information provided by the Customer; provided, however, that if the Customer cannot be reasonably contacted in a timely manner, the LLC and its agents are hereby authorized to take whatever action is necessary to protect the health and welfare of the pet at the expense of the Customer.

Termination: Either party may terminate their Agreement at any time and for any reason by providing written notice of termination to the other party; provided, however, that the LLC and its agents may not take any actions (or fail to take any action) that would endanger the health or welfare of the pet. Within 30 days after the express termination of this Agreement, the LLC shall refund any deposits of the Customer, net of any unpaid fees and costs, and provide a final statement of account to the Customer.

Notice: Whenever notice is required or permitted under this Agreement, except as expressly provided herein, such notice must be in writing and must be delivered personally or mailed by certified mail, return receipt requested, at the address of the party provided herein. Such notice shall be effective as of the date delivered or received by mail.

Status as Independent Contractor: This Agreement is not a contract for employment of the LLC or its agents by the Customer, and the LLC and its agents are not employees, but independent contractors, of the Customer. The LLC reserves the unilateral right to hire agents, whether employees or independent contractors, as necessary to provide the services referred to herein.

Security and Confidentiality: Subject to the specific instructions of the Customer, the LLC and its agents shall access the premises of the Customer only during the appointed times and take all steps necessary to secure the premises and property of the Customer. Any and all information regarding the Customer, whether written or otherwise, acquired by the LLC or its agents incident to the services provided under this Agreement shall be held in confidence by the LLC and its agent and shall be used only for the normal business purposes of the LLC unless such information is required by a legally sufficient and valid subpoena or otherwise compelled by law or regulation.

Waiver of Performance and Breach: The failure of a party to enforce any provision of the Agreement, to exercise any option provided herein, or to require performance by the other party hereto, shall not be construed as a waiver of such provisions or affect the validity of any party of this Agreement or the right of the party to subsequently enforce every provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

Preparation and Execution: Each party warrants that he/she has read and understands all the provisions herein; that he/she has had sufficient opportunity to confer with independent legal counsel in negotiating and executing the terms of this Agreement and has done so or has waived his/her right to do so; and that he/she has not been induced to enter into this Agreement by a representation, promise, or agreement not expressed herein.

Severability: If any provision of this Agreement is determined, by a court of competent jurisdiction, to be illegal or in conflict with any laws, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain such provision.

Rules of Construction: The titles of paragraphs herein are included solely for the convenience of the parties and shall not be considered in the application or interpretation of this Agreement. Except as otherwise expressly provided herein, as the context may require, the use of the singular form of expression shall be construed to include the plural, and the use of the masculine, feminine, or neuter

forms shall be construed to include the other genders.

Binding Effect: The terms and conditions of this Agreement shall inure to the benefit of, and be binding upon, the heirs, legal representatives, assigns, and successors of the respective parties.

Void Assignment: The services provided under this Agreement are unique as to each customer. As such, the Customer may not assign its rights to services under this Agreement, and any attempt to do so shall be considered void.

Arbitration of Disputes: Unless otherwise indicated, all disputes, claims, and questions regarding the rights and obligations of the Customer and the LLC under the terms of this Agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association then in effect.

Attorney Fees and Costs: If any judicial action is instituted in relation to this Agreement, the unsuccessful party in such action shall pay to the prevailing party, in addition to any damages awarded therein, a reasonable sum for the prevailing party's attorney fees and court costs.

Personal Jurisdiction and Venue: Any and all judicial proceedings and action pertaining to the interpretation, enforceability, or performance (or breach) of the terms of this Agreement shall be instituted in a court of competent subject matter jurisdiction in Maricopa County, Arizona.

Applicable Law: This Agreement, including any issues of interpretation, enforceability, and performance (or breach), shall be governed by the laws of the State of Arizona as of the effective date hereof.

Effective Date: By signing and dating the Master Agreement, having received the Terms of Service, and submitting the Master Agreement to the LLC, the Customer is making an offer, which may or may not be accepted by the LLC upon receipt. The LLC may accept of such offer by any method, written or otherwise, reasonably calculated to apprise the Customer of its acceptance. If accepted, the Agreement of the parties shall be effective and binding on the parties as of the date of the Customer's signature.

I understand and agree to the above conditions.

Owner's Signature _____ Date _____

I accept this agreement on behalf of the LLC.

Authorized Signature _____ Date _____