

**NICKEL'S PET SPAS, LLC d/b/a Petite Pooch Chateau  
SERVICE AGREEMENT**

**PLEASE READ CAREFULLY BEFORE YOU SIGN THIS DOCUMENT!**

Pet Parent(s): \_\_\_\_\_

Little Friend's Name: \_\_\_\_\_

**REGARDING MEDICAL TREATMENT IN THE PET PARENTS ABSENCE:**

In my absence, I hereby give my permission to a member of the staff of Nickel's Pet Spas, LLC (NPS) to act as my agent in case of a medical emergency, or in the case of any apparent health issue regarding my dog(s). In my absence, I understand that my dog(s) will be transported to one of the following depending on their assessment of the situation: my own personal veterinarian, the nearest veterinarian, or to an emergency animal clinic. I understand that NPS is in no way responsible for the care of my pet once my pet is delivered to such veterinarian. I understand that NPS staff are not trained in veterinarian medicine and make assessments regarding health issues to the best of their ability.

I UNDERSTAND THAT THERE ARE VETERINARIANS AND/OR EMERGENCY CLINICS THAT DO NOT ACCEPT 3<sup>rd</sup> PARTY PAYMENTS AND I UNDERSTAND THAT NPS DOES NOT PAY VETERINARIAN OR COURIER CHARGES, THEREFORE I AUTHORIZE NPS TO APPROVE ANY AND ALL VETERINARIAN CHARGES FOR THE CARE AND TREATMENT OF MY DOG(S) AND I AUTHORIZE MY CREDIT CARD TO BE CHARGED FOR SERVICES RENDERED (CREDIT CARD INFO ON PAGE 2 OF 2 OF THIS FORM).

**NPS'S VACCINATION POLICY FOR SALON/HOTEL/ DOGGIE PLAY CARE GUESTS:**

NPS requires current vaccinations. Proof of Rabies, DHLPP+C, and Bordetella which has been administered by a veterinarian is required. Texas City and/or Texas State rules do apply. I understand that NPS strongly recommends that I discuss with my veterinarian what other vaccinations may be recommended for dogs in a highly social environment. I understand that NPS strongly recommends that all dogs be on a heartworm preventative.

Should NPS find that a pooch in its care does not have the requisite vaccinations, I understand that NPS may make its own arrangements for appropriate vaccinations at my expense, and I authorize my credit card to be charged (credit card info on page 2 of 2 of this form). It is my responsibility to provide NPS with such written information, and if I fail to do so, then NPS may, at its option, obtain such vaccinations from a veterinarian at my expense. I will pay NPS's travel/transport charges.

I understand that dogs, like humans, are susceptible to various strains of viruses and bacteria and can become ill even under the best of conditions. I understand that because there are many types of viruses and bacteria, that vaccinations are not 100% effective. I understand that much depends on the dog's immune system, exposure to other dogs, age, stress and nutritional levels, etc. I UNDERSTAND THAT I AM RESPONSIBLE FOR VETERINARIAN CHARGES SHOULD MY DOG(S) BECOME ILL DURING OR AFTER THEIR STAY AT NPS.

**VETERINARIAN CHARGES:**

I will not hold NPS responsible for veterinarian charges for treatment of my dog(s) if NPS, in their discretion, believe that my dog(s) are showing signs/symptoms of illness, or if they sustain an injury while receiving salon, hotel, or play care services at NPS or if NPS or I later discover that my pets need any sort of medical attention.

I have toured the NPS facility and have thoroughly researched the services and the environment in which services are provided. I feel comfortable that NPS makes every attempt to provide a safe environment for my dog(s), I also understand that accidents/errors can and do happen, for example: dogs can scratch themselves on the chain link fencing; dogs do move about on the grooming table and can be clipped or cut; dogs with tangles and mats in their fur may suffer a cut if the clipper blade gets "hung-up" in one of the tangles (NOTE: Please read the dematting procedures provided by NPS located at the front desk); dogs do play and socialize with one another and a dog fight can result in a bite or cut; dogs do jump up and down off of the furniture and an injury could result; dogs can jump out of the arms of a NPS staff member and could fall resulting in an injury; and despite all of NPS's security gates and outside fences, dogs may be able to escape the premises. I UNDERSTAND THAT I AM RESPONSIBLE FOR VET CHARGES FOR INJURIES WHICH MAY ARISE AS A RESULT OF SITUATIONS LIKE THE EXAMPLES GIVEN ABOVE OR ANY OTHER ISSUE WHICH MAY ARISE AS THIS IS AN OPEN AND SOCIAL ENVIRONMENT FOR POOCHES. I UNDERSTAND THAT THERE IS A RISK ASSOCIATED WITH THIS TYPE OF FACILITY AND THAT I WILL ASSUME THAT RISK. I UNDERSTAND THAT NPS WILL NOT BE RESPONSIBLE FOR THE LOSS OF MY DOG(S) SHOULD HE/SHE FIND A WAY TO ESCAPE THE PREMISES. I FURTHER UNDERSTAND THAT NPS IS NOT RESPONSIBLE FOR VETERINARIAN CHARGES FOR INJURIES WHICH MY DOG MAY SUSTAIN AS A RESULT OF THEIR ESCAPE FROM OR STAY AT AN NPS FACILITY.

I understand that NPS is not a veterinary clinic and that the NPS staff does their best to administer medications, treatments and diet per my directions. I agree to be reasonable relative to my expectations of NPS and what they are able to do. I further understand that should my dog(s) require medical attention, NPS may seek such services from a suitable facility of its choosing, at my expense. I UNDERSTAND THAT NPS STAFF IS NOT TRAINED IN VETERINARIAN MEDICINE AND ALTHOUGH THEY MAY NOT IMMEDIATELY RECOGNIZE HEALTH ISSUES, NPS STAFF DO ATTEMPT TO BE PRUDENT IN THEIR ACTIONS.

I have had all my questions answered to my satisfaction. I understand that I may visit the facility during business hours any time, unannounced, to check on my dog(s) or that I may have designated friends/family visit for me. I also understand that NPS will provide me with customer references if I so choose. I agree that although there are other options to NPS and the services, which are offered here, I have made a decision to leave my dog(s) at NPS for salon, hotel, and/or play care service

**UNSPAYED AND UN-NEUTERED DOGS:**

I understand that NPS prefers to provide services to pooches that have been spayed/neutered. I will not hold NPS responsible for pregnancies or other problems (bites, fights, etc.), which may arise, as a result of my dog(s) not being sterilized.

NICKEL'S PET SPAS, LLC d/b/a PETITE POOCH CHATEAU, PETITE POOCH PLUS., SERVICE AGREEMENT (Cont'd)

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FLEAS AND TICKS:

I understand that NPS makes a reasonable attempt to guard against flea/tick infestation and I will not hold NPS responsible if my dog(s) come away from the facility with fleas and/or ticks. I understand that I have the option of requesting and paying for a flea shampoo if I so choose before my dog(s) depart NPS. NPS will administer a flea/tick shampoo and bath at my expense if these parasites are observed. I understand that NPS strongly recommends that all dogs be on a flea/tick preventative.

MISCELLANEOUS ITEMS:

I understand that NPS is not responsible for lost or misplaced items (bowls, pillowcases, toys, collars, etc). If the item is recovered, NPS can arrange for the return of found items via a courier service at my expense. NPS WILL NOT ADJUST THE BILL OR REIMBURSE FOR LOST ITEMS.

I understand NPS's hours of business and will adhere to those hours of operation. I will not expect a NPS employee to come in before business hours or stay after business hours for me to drop-off or pick-up my dog(s).

I understand that NPS allows the pooches to socialize and play in the backyard areas. I understand that my dog(s) may get muddy and dirty as a result. I understand that NPS makes a reasonable attempt to keep my dog(s) as clean as possible and I have the option of requesting and paying for salon services for my dog(s) if I choose. I further understand that since NPS allows boarder pets to play together, that dog bites may occur. I agree that I will not hold NPS liable for veterinary fees should my dog(s) require medical attention. I understand that dogs may sometimes escape when left in a large yard. I agree that I will not hold NPS liable for injuries or loss should my dog(s) escape the NPS facility. I understand that NPS does not offer 1:1 supervision and that the supervision is casual allowing the pooches to roam the yards and facility with a great deal of freedom.

I will notify NPS within one business day if I am not satisfied with the Professional salon services and will return my pooch to the NPS salon within 2-business days for reasonable corrections on clipping or scissoring services.

I understand that NPS reserves the right to not continue serving guests who are aggressive, unmanageable, too loud, or not suited to the NPS environment. I understand that pooches will not be isolated from one another. I understand that this facility is an open, social, free-roaming one for the pooches.

I UNDERSTAND NPS RATES FOR SERVICES RENDERED AND AGREE TO PAY ALL BILLED CHARGES UPON COMPLETION OF SERVICES, INCLUDING INVOICES TO THIRD PARTIES THAT NPS USES ON MY BEHALF. I UNDERSTAND THAT NPS DOES NOT OFFER CREDIT AND THAT I AM REQUIRED TO LEAVE A CREDIT CARD # ON FILE. I FURTHER AUTHORIZE NPS TO CHARGE MY CREDIT CARD ON FILE FOR SUCH THIRD PARTY CHARGES IN ADDITION FOR ANY AND ALL AMOUNTS I OWE TO NPS. I UNDERSTAND THAT MY CREDIT CARD WILL BE CHARGED WEEKLY FOR HOTEL STAYS IN EXCESS OF 7 DAYS AND EACH FRIDAY FOR DOGGIE PLAY CARE SERVICES. I UNDERSTAND IT IS A CRIME TO ABANDON ANY ANIMAL WITHIN THE CITY LIMITS AND THAT MY POOCH(ES) WILL BE CONSIDERED ABANDONED AND THEY WILL BECOME THE PROPERTY OF NPS ON DAY 30 OF BOARDING IF PAYMENT IS NOT MADE BY CASH, CHECK, OR CREDIT CARD. ADDITIONALLY, I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I WILL NOT SEEK TO HAVE THE CHARGES ON MY CREDIT CARD REVERSED WITHOUT FIRST GIVING NPS THIRTY DAYS' ADVANCED WRITTEN NOTICE.

DISCLAIMER AND LIMITATION OF LIABILITY

I AGREE THAT NPS, AND ITS AGENTS, WILL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT INJURY TO MY PETS THAT ARISES OUT OF, OR IS OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE FAILURE OR DEFECTIVENESS OF ANY ITEM PROVIDED OR THE NEGLIGENCE OF ANY SERVICE FURNISHED BY NPS. I FURTHER WAIVE ALL CLAIMS AGAINST NPS FOR ANY AND ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES IN WHICH A DEFECT, NEGLIGENT ACT OR FAILURE, OR AN INJURY OR DAMAGE, RESULTS FROM ANY ITEM SUPPLIED OR SERVICE PROVIDED BY NPS, OR ITS AGENTS, UNDER THIS AGREEMENT. I UNDERSTAND THAT NPS WILL NOT BE RESPONSIBLE FOR ANY DAMAGES OR LOSS OF MY PET SHOULD MY PET ESCAPE THE PREMISES. I AGREE THAT IN THE EVENT OF A LOSS OR DAMAGE CAUSED BY THE NEGLIGENCE OF NPS, THE ONLY REMEDY AVAILABLE TO ME SHALL BE THE REFUND OF ANY MONIES THAT I HAVE PAID NPS FOR THE MOST RECENT INVOICE. I AGREE TO BRING ANY SUCH CLAIMS OF NEGLIGENCE TO NPS'S ATTENTION IN WRITING WITHIN FIVE DAYS OF THE DATE BY WHICH MY SERVICE IS COMPLETE. I UNDERSTAND THAT A FAILURE TO TIMELY BRING ANY SUCH CLAIM UNDER THE TERMS OF THIS PARAGRAPH WILL RESULT IN A FULL AND FINAL WAIVER OF ANY SUCH CLAIM. I FURTHER AGREE TO INDEMNIFY AND HOLD NPS HARMLESS AGAINST THIRD PARTIES FOR ANY AND ALL INJURIES AND/OR DAMAGES CAUSED BY MY PETS. NPS EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. I UNDERSTAND THAT I SHALL NOT HOLD NPS RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING DIRECTLY OR INDIRECTLY FROM ANY INJURY TO OR LOSS OF MY PET(S).

SEVERABILITY

If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

I UNDERSTAND THAT NPS WILL NOT RELEASE MY DOG(S) TO ANY OTHER PEOPLE EXCEPT THOSE WHOSE SIGNATURES APPEAR BELOW OR TO THOSE INDIVIDUALS WHOSE NAMES APPEAR BELOW, AFTER THEY SHOW PROPER IDENTIFICATION. I UNDERSTAND THAT THE FINAL INVOICE MUST BE PAID FOR BY WHOMEVER ARRIVES TO PICK-UP MY POOCH(ES) OR MY CREDIT CARD WILL BE CHARGED THE FULL AMOUNT. INDIVIDUALS APPROVED TO VISIT AND/OR PICK-UP ARE AS FOLLOWS:

X \_\_\_\_\_  
Name(s) and phone #s of Individuals who are approved to visit and/or pick-up pooch(es). (Please print information on the line above.)

X \_\_\_\_\_  
(Please print information on the line above) Name on Credit Card/Credit Card # and Type Card Expiration Date

X \_\_\_\_\_  
Signature Required Above Pet Parent Signature and Texas DL # Date