



The following is the Villa La PAWS **Master Services Agreement** that must be read and agreed to by you before customer registration can be granted.

Customer Name: _____

Customer Address: _____ Apt. #: _____

City: _____ State: _____ Zip Code: _____

Home Phone: () _____ ; Work: () _____ Cell: () _____

Email: _____ alt. email: _____

Emergency contact: _____ phone: () _____

Veterinary Office: _____ Phone: () _____

The following person (s) may pick up my pets from Villa La PAWS without specific permission:
Name: _____ ; or Name _____

Pet Information:

Pet #1: Name: _____ Age: _____ Breed: _____

Pet #2: Name: _____ Age: _____ Breed: _____

Master Services Agreement.

The following terms of service shall apply to all agreements between Pix-N-Bee, LLC, t/a Villa La PAWS. (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 above Pet Information Section.

Description of Services - Terms and Conditions. (The services designated with ** are not currently offered)

Pet Daycare and Boarding: The LLC, through its Villa La Paws Resort and Spa, 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 Villa La 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.

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.

Dog Training: In consideration of the acceptance of my signature and permission to participate as an entrant to the Villa La PAWS canine training, the undersigned for myself, my heirs, executors, administrators, successors and assigns hereby release, waive, and forever discharge the LLC and Villa La PAWS and the Class Instructor- of each class, and all other associations and sponsoring companies and all their respective agents, owners, officials, servants, conductors,, representatives, successors and assigns ("Released Parties") of and from all claims, demands, damages, costs, expenses, actions, causes of action, whether in law or equity, in respect of death, injury, loss or damage to my person or property, injury to another dog, or injury to my dog however caused, arising or to arise by reason of my participation in the said training class and notwithstanding that the same may have been contributed to or occasioned by the negligence of any of the Released Parties. I further undertake to hold and save harmless and agree to indemnify the Released Parties from the against any and all liability incurred by the Released Parties arising as a result of or in any way connected to my participation in the canine training program or that may be caused by my dog. By signing this from, I acknowledge having read, understood and agreed to the above release, waiver and indemnity. I warrant that I am physically fit and my pet is healthy to participate in this training. I understand that I am responsible to provide any special agreed upon training supplies.

Boarding 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 cash, 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. If any check is returned for insufficient funds, Customer is required to pay the amount of the check to the LLC in cash, or via credit card, and is responsible to pay to the LLC a \$25.00 return check fee.

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 2:00 pm and picked up by Owner or a pre-approved Owner's agent by 7:00pm weekdays, or 5:00 on weekends. Charges may be incurred, at \$10.00 per hour, for late pick up.

The Facility provides overnight boarding. Pet must be checked into facility by 5:00pm 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 11:30am on the departure date will incur an additional half day of daycare 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 or the LLC; and (4) none of the pets pose an unreasonable danger to other Pets, 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, Liability for Veterinary Expenses: 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), for any damage caused by their pet.

Customer agrees to be responsible for any veterinary bills that may be incurred for another dog if customer's pet starts a fight with or attacks such another dog. Customer acknowledges that sometimes dogs engage in fighting, despite supervision by the LLC. If dogs engage in a fight and the LLC cannot determine which dog is the aggressor, then each pet parent agrees to be solely responsible for veterinary bills to treat their own pet.

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 by the Customer, and the LLC and its agents are independent contractors, of the Customer. The LLC reserves the unilateral right to hire employees or contractors, as necessary to provide the services referred to herein.

Security and Confidentiality: Any 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

