



This is an Agreement between Mineola Pet Venture, LLC , a New York Corporation doing business as Best in Show Pet Resort (“BISPR”) and the Owner/Guardian whose name is _____ and whose address is _____ and whose signature appears on Page 3 (hereinafter called “Owner/Guardian”). Following are terms of service for the stay of the Owner/Guardian’s pet (Name) _____ (the “Pet”) as a reservation of day stay guest of Best in Show Pet Resort.

Best in Show Pet Resort makes every effort to ensure that pets staying with us are healthy and free of communicable diseases by adhering to the following standards. **Please read and sign below.**

By signing this agreement and leaving your pet with BISPR, the Owner/Guardian certifies to the accuracy and of all information provided to BISPR.

- a. Owner/Guardian specifically represents that they are the sole owner/guardian of the pet, free and clear of all liens and encumbrances.
- b. That the pet is free of any communicable illness.
- c. To the best of Owner/Guardians knowledge, the pet has not been exposed to any contagious disease within 30-days prior to check in.
- d. The Owner/Guardian certifies that the vaccination history provided to BISPR is true and accurate.
- e. The Owner/Guardian confirms that their pet is on a BISPR approved flea and tick preventative (Advantix, Frontline, Revolution, Comfortis). If your pet is not on one of these preventatives, BISPR will give them one treatment dose of Capstar and Frontline at a cost of \$35.
- f. Owner/Guardian understands if fleas are found on their animal, the animal will be given the following treatment at the Owner/Guardians expense:
 - a. A fast-acting flea & tick treatment (such as Capstar) as well as a longer, acting treatment (such as Frontline) will be administered. The charge for the professional application of these products is \$35.
- g. The employees of BISPR make every effort to ensure the health and welfare of your pet. However, BISPR employees are not Veterinarians. In the event of an emergency, BISPR will attempt to contact Owner/Guardian but will not be held liable in the event of illness, injury or death of your pet. (see Medical Release below).
- h. Owner/Guardian understands that BISPR uses playgroups as a means of exercise and socialization for your pet. The Owner/Guardian is responsible for your pet’s behavior. **Please make BISPR staff aware of any temperament issues at check-in.** Pets may be removed from a playgroup at the discretion of BISPR.
- i. Owner/Guardian understands that when dogs play in groups nicks and scratches may occur. BISPR is not responsible for any illness, injury or death which may occur as a result of playgroup.
- j. Owner/Guardian understands that they may be liable if their pet causes damage to facility and/or its contents.

- k. Owner/Guardian understands that BISPR takes all measures possible to prevent the spread of communicable disease (such as Canine Cough). BISPRs Cleaning & Disinfecting Protocol is available for Owner/Guardian to inspect upon request. However, no protocol or vaccine can eradicate the possibility that your pet may become ill. Owner/Guardian understands the Veterinary Staff of Garden City Veterinary Care will evaluate and treat pet at Owner/Guardians expense while boarding should the need arise.

By signing this Agreement and leaving your pet at Best in Show Pet Resort, Owner/Guardian certifies to the accuracy of all information provided BISPR in writing or orally about the Pet. BISPR reserves the right to deny admittance to the Pet for any reason, at any time.

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/Guardian and BISPR.

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 New York law to the merits of any dispute or claim, without reference to conflicts of law rules. The parties hereby consent to the personal jurisdiction for any action or proceeding arising from or relating to any arbitration in which the parties are participants. THE PARTIES HAVE READ AND UNDERSTAND THIS CLAUSE, WHICH DISCUSSES ARBITRATION. THE PARTIES UNDERSTAND THAT BY SIGNING THIS AGREEMENT 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 PARTIES RIGHT TO A JURY TRIAL AND RELATED TO THE RESOLUTION OF ALL DISPUTES RELATION TO ALL ASPECTS OF THE RELATIONSHIPS BETWEEN THE PARTIES.

MEDICAL RELEASE

Owner/Guardian understands and agrees to the following procedures/policy regarding emergency medical treatment.

Owner/Guardian must leave contact numbers where they can be reached. If this is not possible (international travel, etc) then an Emergency Contact who is authorized to make treatment decisions for Owner/Guardian, including a decision to euthanize, must be appointed.

If emergency medical treatment becomes necessary during my animals stay, BISPR will attempt to contact me using the numbers I have provided. If I, or my appointed emergency contact cannot be reached, the Staff Veterinarians of Garden City Veterinary Care will evaluate and administer treatment to my pet at the Owner/Guardians expense.

If the medical situation is life-threatening (such as Gastric dilation-volvulus, "bloat"), and, in the opinion of the Staff Veterinarians of Guardian City Veterinary Care (GCVC), warrants transfer to the Center for Specialized Veterinary Care (CSVC), BISPR will transport my pet to the CSVC for a cost of \$200. Owner/Guardian understands that charges will be incurred at the CSVC for emergency treatment. It is impossible to give an estimate of these charges in advance of a medical emergency. BISPR/CSVC will attempt to contact owner prior to transport and treatment; however, if Owner/Guardian cannot be reached, Owner/Guardian will be responsible for all incurred charges. Owner/Guardian understands that BISPR is not liable for any charges resulting from the transport to or treatment at the CSVC. **Please initial by your choice of treatment options below:**

- 1. Owner/Guardian authorizes BISPR to transport my pet to the CSVC in the event of a life threatening emergency. Owner/Guardian authorizes treatment/care of my pet at GCVC and CSVC for emergency care as deemed necessary in the event that I, or my appointed emergency contact cannot be reached. _____*
- 2. Owner/Guardian does not authorize BISPR to transport my pet nor the CSVC to treat my pet in the event of an emergency. **Owner/Guardian understands this may result in the death of pet and they are responsible for all charges incurred at Garden City Veterinary Care.** _____*

Signatures:

Owner/Guardian

Witness

Name _____

Name _____

Signature _____

Signature _____

Date: _____

Date: _____