

DOOLITTLE'S DOGHOUSE PET BOARDING AGREEMENT

THIS PET BOARDING AGREEMENT (this "Agreement") is made and entered into as of the date below by and between Tori's Loving Care, LLC doing business as Doolittle's Doghouse, an Arizona Limited Liability Company ("Doolittle's") and the person identified on the signature page ("Pet Parent").

1. Doolittle's, through a network of independent local residents ("Host Family"), arranges for temporary pet-sitting/dog boarding, pet day-care and related services in the comfort of the Host family's private homes. Pet Parent hereby engages Doolittle's 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.
2. Pet Parent represents and warrants to Doolittle's and Host Family that as of each date on which he or she leaves a pet with a Host Family, and with respect to each pet (if more than one):
 - a). Pet Parent is the rightful owner or caretaker of the pet;
 - b). The pet is current on all required vaccinations and such other vaccinations as may be required by Host Family (Pet Parent agrees to provide documents confirming such vaccinations if requested by Doolittle's or Host Family);
 - c). Unless otherwise disclosed to Doolittle's and Host Family, the pet is housebroken and to Pet Parent's knowledge, the pet is not prone to chewing, scratching, digging or other destructive behavior;
 - d). To Pet Parent's knowledge, the pet is free of fleas, ticks, worms and other insects and parasites;
 - e). To Pet Parent's knowledge, the pet has no current illness or injury, except as has been disclosed to Doolittle's and Host Family; and
 - f). To Pet Parent's knowledge, the pet has not bitten, or exhibited other aggressive behavior, towards a person or animal, except as has been previously disclosed to Doolittle's and Host Family.
3. Pet Parent agrees with respect to each pet to:
 - a). Provide Host Family with a sufficient amount of pet food to feed the pet according to his or her normal feeding schedule while in Host Family's care;

b). Provide clearly marked medicine with instructions to Host Family, if applicable, and Pet Parent hereby authorizes Host Family to administer such medicine to the pet in accordance with such instructions;

c). Pay for any veterinary and related services needed while the pet is in Host Family's care either through: pre-arrangement with the pet's regular Veterinarian or: providing a credit card number and billing authorization to Doolittle's and Host Family prior to any services being provided under this Agreement, and Pet Parent agrees to promptly reimburse Doolittle's and Host Family for the cost of any services not covered by such pre-arrangements for any reason.

4. Subject to paragraph 5 below, Pet Parent hereby authorizes Doolittle's and Host Family to seek veterinary care in the event a pet is injured or becomes ill while in Host Family's care and to use their reasonable judgment in such situations and authorizes and instructs Pet Parent's primary Veterinarian to share the pet's medical records with Doolittle's, Host Family and any emergency or other veterinary clinic as necessary to provide the best veterinary care for the pet under the circumstances.
5. Pet Parent has provided Doolittle's with a name and phone number for an Emergency Contact person. In the event a pet is injured or becomes ill while in Host Family's care, if Pet Parent cannot be contacted, such Emergency Contact person is authorized to make all decisions regarding the extent of any medical treatment for the pet. In the event that neither Pet Parent, nor the Emergency Contact can be contacted, Doolittle's and the Host Family are hereby authorized to allow charges of up to \$200 on emergency veterinary expenses.
6. Pet Parent acknowledges and agrees that Host Family is an Independent Contractor and is not an employee of Doolittle's. Pet Parent acknowledges that he or she has had the opportunity to meet the Host Family, inspect Host Family's premises and make inquiries as to the quality of care to be provided before approving the Host Family as a suitable pet-care service provider in Pet Parent's sole discretion.

In the event that a Pet Parent makes a reservation at the last minute and/or there is NO time for an opportunity to meet the Host Family nor complete an inspection before placing the pet for care, the Pet Parent is deemed to have found the HF as a suitable pet-care service provider and waives any right to assert otherwise at a later date.

7. Pet parent WILL NOT directly hire or engage any Host Family for pet-sitting, pet day-care, boarding or related pet services while Host Family is under contract with Doolittle's and for a period of two years following termination of a hosting contract with Doolittle's Doghouse.

This includes Pet Parent and any referral of our hosts and/or services from Pet Parent to a third party. Pet Parent acknowledges that to do so would violate Host Family's exclusive contractual agreement with Doolittle's and would result in the termination of Host Family's agreement with Doolittle's, plus \$10,000 liquidated damages for a breach.

8. Unless Pet Parent has otherwise instructed Doolittle's and Host Family to the contrary, Pet Parent acknowledges and agrees that his or her pet(s) may encounter and be allowed to interact and play with other dogs, cats and other pets and with people, including children. Pet Parent further acknowledges that animals are unpredictable and that there is a possibility of injury to the pet or to another animal or person.
9. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PET PARENT (A) HEREBY RELEASES DOOLITTLE'S, IT'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS, INCLUDING HOST FAMILY, FROM ANY AND ALL LIABILITY FOR ANY INJURY OR ILLNESS SUFFERED BY HIS OR HER PET WHILE IN HOST FAMILY'S CARE, EXCEPT TO THE EXTENT SUCH ILLNESS OR INJURY IS THE RESULT OF DOOLITTLE'S OR HOST FAMILY'S NEGLIGENCE OR INTENTIONAL MISCONDUCT; AND (B) AGREES NOT TO INITIATE ANY LEGAL PROCEEDINGS AGAINST DOOLITTLE'S OR HOST FAMILY WITH RESPECT TO SUCH RELEASED CLAIMS.
10. WITHOUT LIMITING PARAGRAPH 9 ABOVE, DOOLITTLE'S AND HOST FAMILY'S AGGREGATE LIABILITY FOR FAILURE TO PERFORM UNDER THIS AGREEMENT OR ANY INJURY OR ILLNESS TO A PET WILL BE LIMITED TO THE LESSER OF: (A) THE COST OF THE STAY DURING WHICH THE FAILURE, INJURY OR ILLNESS OCCURRED OR (B) \$500. IN NO EVENT WILL DOOLITTLE'S OR ANY HOST FAMILY BE LIABLE FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THEIR POSSIBLE EXISTENCE.
11. PET PARENT WILL INDEMNIFY, DEFEND AND HOLD DOOLITTLE'S AND HOST FAMILY HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES AND EXPENSES (INCLUDING ATTORNEY'S FEES) ARISING FROM OR RESULTING FROM ANY BREACH OF THE REPRESENTATIONS, WARRANTIES OR COVENANTS CONTAINED IN THIS AGREEMENT.
12. Doolittle's or any Host Family may refuse to provide pet-care services or arrange for any pet-care services for any reason, in Doolittle's and Host Family's sole and absolute discretion.

13. Pet Parent agrees to pay all fees for services and other amounts owed under this Agreement. Payment in full for services is due when the pet hosting reservation is placed with Doolittle's and in advance of pet's arrival in a Host Family home.
14. FULL REFUNDS, less a \$25 cancellation fee, will be given for booked reservations that cancel at least 14 days prior to the pet drop-off date. NO REFUNDS, or partial refunds, will be given for cancellations with less than 7 days' notice prior to the pet drop-off date or for early pet pick up. For reservations that are made and begin less than 7 days before the pet drop-off date-the sale is final at the time we receive payment. This policy is necessary to attract and retain the quality hosts in our network and Doolittle's allows no exceptions for any reason.
15. The terms of this Agreement will govern any reservation form, pet information sheet, instructions from Pet Parent or other document relating to services to be provided by Doolittle's or Host Family.
16. Any Host Family providing services to Pet Parent will be deemed a third party beneficiary of all applicable provisions of this Agreement.
17. This Agreement is governed by the laws of the State of Arizona, without regard to conflicts of law principles.
18. If any provision of this Agreement is determined to be unenforceable, such provision will be deemed severed and the remaining provisions of this Agreement will continue in full force and effect.
19. Doolittle's will be deemed to have accepted this Agreement, without execution, upon the earlier of Doolittle's acceptance of a reservation or payment for services to be provided hereunder or the commencement of the actual provision of services hereunder; subject to Doolittle's right to refuse services to any animal or person.

PET PARENT:

TORI'S LOVING CARE, LLC

Printed Name

By: 

Signature

Its: Principal Member

Date: _____

Date: _____