**CUSTOMER INFORMATION FORM AND RELEASE OF LIABILITY**

**COZY PET HOTEL, LLC**

Owner(s) Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: (home) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (cell) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (work) \_\_\_\_\_\_\_\_\_\_\_\_

Email Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Alt. Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Animal #1: Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age\_\_\_\_\_\_\_\_\_ Sex\_\_\_\_\_\_ Weight\_\_\_\_\_\_\_\_ Breed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Color\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Birth Date\_\_\_\_\_\_\_\_

Animal #2: Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age\_\_\_\_\_\_\_\_\_ Sex\_\_\_\_\_\_ Weight\_\_\_\_\_\_\_\_ Breed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Color\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Birth Date\_\_\_\_\_\_\_\_

Animal #3: Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age\_\_\_\_\_\_\_\_\_ Sex\_\_\_\_\_\_ Weight\_\_\_\_\_\_\_\_ Breed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Color\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Birth Date\_\_\_\_\_\_\_\_

***Emergency Contact Information:***

Name(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Persons Authorized to Pick Up and/or Drop Off my animals(s):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***\* Proof of current vaccinations (DHLPP/DHPP, Rabies, and Bordetella) is required for all animals****\**

Veterinarian Hospital \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Veterinarian’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City/State/Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Fax\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Payment Information (2 cards required. First card listed will be the “active” card):***

Credit Card Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Exp. Date\_\_\_\_\_\_\_\_\_\_\_ Code\_\_\_\_\_\_ Name on Card \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Credit Card Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Exp. Date\_\_\_\_\_\_\_\_\_\_\_ Code\_\_\_\_\_\_ Name on Card \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_Initials **CUSTOMER INFORMATION FORM AND RELEASE OF LIABILITY**

This Customer Information Form and Release of Liability (this “Agreement”) is made and entered into as of the date below between Cozy Pet Hotel, LLC (“CPH”) and the animal owner whose signature appears below (“Owner”). CPH and Owner agree as follows:

1. Owner agrees to pay Cozy Pet Hotel’s rates for all animal care and/or boarding services provided by CPH from the time the animal is checked into Cozy Pet Hotel until the animal is picked up. ***Payment for all services is due in advance upon check-in of the animal.*** Any overages shall be paid at the time the animal is picked up. Owner authorizes CPH to charge the credit card on file for any services provided for the animal. Owner also agrees that the animal shall not leave the facility until all charges due are paid by Owner or proper payment arrangements are agreed upon by both parties.

2. Owner may cancel a reservation for daycare services without charge if the cancellation is made **24 hours** in advance. Otherwise, Owner shall pay for one (1) calendar day of daycare services, including days in which the animal is not checked in or if the animal is picked up early. Owner may cancel a reservation for boarding services without charge if the cancellation is made **48 hours** in advance. Otherwise, Owner shall pay for two (2) days of boarding services as an early boarding cancellation fee, including days in which the animal is not checked in or if the animal is picked up early. Owner shall pay an additional $10 per day for overstays not approved in advance by Cozy Pet Hotel. Owner shall be charged a day of boarding if the animal is not picked up by 6:00 p.m. on the day of pickup.

3. By signing this Agreement, Owner represents and warrants to Cozy Pet Hotel that (a) the animal is current on all vaccinations pertinent to its specific species, (b) the animal is free of all fleas, ticks, worms and other insects and parasites, (c) the animal has no current illness or injury, (d) the animal has not bitten or exhibited other aggressive behavior towards any person or animal except as has been disclosed to Cozy Pet Hotel; and (e) all information given about the animal is accurate and complete, including all of the information given on the Health Information Form and Feeding Schedule and Behavior Information forms pertaining to the animal. ***NOTE:*** If fleas are found on the animal subsequent to arrival at the facility, CPH reserves the right to eradicate the flea infestation, using such methods but not limited to a flea bath, at owner’s expense. Likewise, if an animal is found to have an intestinal parasite such as worms, including but not limited to roundworms, hookworms, tapeworms or whipworms, CPH reserves the right to “de-worm” said animal and/or seek veterinary care at the owner’s expense.

*Cozy Pet Hotel reserves the right to refuse to provide services for or to deny admittance to the animal for any reason at any time in Cozy Pet Hotel’s sole and absolute discretion.*

4. Cozy Pet Hotel shall exercise reasonable care for the animal while the animal is in Cozy Pet Hotel’s facility. If interactive daycare is provided, Owner recognizes and accepts potential risks involved in such activity, including walks and exercise outside of the facility. By signing this agreement, Owner authorizes Cozy Pet Hotel to utilize animal crates as necessary while the animal is in Cozy Pet Hotel’s facility.

5. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OWNER (A) HEREBY RELEASES AND AGREES TO HOLD HARMLESS COZY PET HOTEL AND ITS OFFICERS, OWNERS, EMPLOYEES AND AGENTS (TOGETHER REFERRED TO AS COZY PET HOTEL IN THIS SECTION 5) FROM ANY AND ALL LIABILITY FOR ANY INJURY OR ILLNESS SUFFERED BY HIS OR HER ANIMAL WHILE IN COZY PET HOTEL’S CARE; AND (B) AGREES NOT TO INITIATE ANY LEGAL PROCEEDINGS AGAINST COZY PET HOTEL WITH RESPECT TO SUCH RELEASED CLAIMS. WITHOUT LIMITING THE PROVISIONS ABOVE, COZY PET HOTEL’S AGGREGATE LIABILITY FOR FAILURE TO PERFORM UNDER THIS AGREEMENT OR ANY INJURY OR ILLNESS TO AN ANIMAL WILL BE LIMITED TO THE LESSER OF (A) THE COST OF THE STAY DURING WHICH THE FAILURE, INJURY OR ILLNESS OCCURRED, OR (B) $500.00. IN NO EVENT WILL COZY PET HOTEL BE LIABLE FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THEIR POSSIBLE EXISTENCE. OWNER SHALL INDEMNIFY, DEFEND AND HOLD COZY PET HOTEL HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, CLAIMS, DAMAGES, FINES, COSTS, PENALTIES AND EXPENSES (INCLUDING ATTORNEYS’ FEES) ARISING FROM OR RESULTING FROM (A) ANY BREACH OF THE REPRESENTATIONS, WARRANTIES OR COVENANTS CONTAINED IN THIS AGREEMENT, OR (B) ANY ACTS OR BEHAVIOR OF THE ANIMAL WHILE IN THE CARE OF COZY PET HOTEL, INCLUDING INJURY TO STAFF OR OTHER ANIMALS OR DAMAGE TO FACILITIES.

6. Owner specifically represents that he or she is the owner of the animal, free and clear of all liens and encumbrances and that he or she is authorized to agree to the terms of this Agreement.

7. Owner specifically represents to Cozy Pet Hotel that the animal has not been exposed to any contagious diseases within a thirty-day period prior to check-in. During the period of this Agreement, Owner also agrees to notify Cozy Pet Hotel of any known exposure of animal to a communicable disease and hold animal out of attending Cozy Pet Hotel until animal is symptom-free for a minimum of 10 days or with written veterinary clearance. Owner further agrees to maintain currency of vaccinations as required by Cozy Pet Hotel policy.

8. Cozy Pet Hotel shall have, and is hereby granted, a lien on the animal for any and all unpaid charges resulting from services provided by Cozy Pet Hotel. The Owner hereby agrees that if the charges are not paid when due in accordance with this Agreement, Cozy Pet Hotel may exercise its lien rights upon 10 days written notice given by Cozy Pet Hotel to Owner by certified mail. Cozy Pet Hotel may dispose of animal for any and all unpaid charges, at private or public sale, in the sole discretion of Cozy Pet Hotel, and Owner specifically waives all statutory or legal rights to the contrary. If such sale shall not secure a price adequate to pay such costs of animal care or other charges delinquent, plus costs of sale, then Owner shall be liable to Cozy Pet Hotel for the difference. All monies realized by Cozy Pet Hotel at such sale, over and above the charges due and costs of sale, shall be paid to Owner.

9. If the animal becomes ill or injured, or if the state of the animal’s health otherwise requires professional attention, or in the event of a death, Cozy Pet Hotel, in its sole and absolute discretion, may engage the services of a veterinarian or administer medicine or give other requisite attention to the animal, and the expenses thereof shall be paid by the Owner. Except in the case of an emergency, Cozy Pet Hotel will attempt to contact Owner or the designated emergency contact prior to administering such care. Cozy Pet Hotel shall not be responsible for any damage or injury to the animal resulting from any failure to provide veterinary care or from the acts or omissions of a veterinarian or other person administering care.

10. In the event of a natural disaster, Cozy Pet Hotel will make every effort to contact the owner for retrieval of the animal in care. Owner agrees that Cozy Pet Hotel, in its sole discretion, is authorized to transport and/or make temporary alternative arrangements to house and care for animal in until Owner can retrieve it/them.

11. Owner agrees and understands that personal belongings are welcomed at Cozy Pet Hotel to provide comfort and entertainment for the animal in care, but such items are brought at Owner’s risk. Cozy Pet Hotel will make every effort to track all items brought with each animal, but items may become lost, soiled, chewed or destroyed. Cozy Pet Hotel is under no obligation or shall incur any liability to replace such items. NO rawhide chews are allowed due to potential choking hazards.

12. **Abandonment:** Unless otherwise required by applicable law, if Owner fails to pick up animal by the designated time and has failed to make satisfactory alternative arrangements with Cozy Pet Hotel, Cozy Pet Hotel will continue to provide basic services to ensure the animal’s health and safety, and charges will continue to accrue. Cozy Pet Hotel will make best efforts to contact Owner using the information provided, advising Owner that if the animal in care is not picked up within a reasonable time period, the animal will be deemed to be abandoned and Cozy Pet Hotel will deliver the animal to a third-party adoption partner or to local Animal Control authorities. Owner understands and agrees if these circumstances exist, Owner may lose ownership of said animal. If Owner fails to pick up said animals for any reason, Cozy Pet Hotel is released from further liability and responsibility of said animals. All unpaid charges due Cozy Pet Hotel, including without limitation the court costs and reasonable attorney fees incurred for the collection of such outstanding charges.

13. Owner agrees to allow Cozy Pet Hotel to use my animal’s name and any images or likeness thereof, including photos or videos of my animal taken while they are attending services at Cozy Pet Hotel, in any form or format, for use, at any time, to be posted on the Cozy Pet Hotel website, or to be used in any media including marketing/advertising materials, illustrations, trade or promotional materials.

14. 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 assigns of the Owner and Cozy Pet Hotel. This Agreement is governed by the laws of the State of Missouri, without regard to its conflicts of law principles. 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.

BY SIGNING BELOW, OWNER AGREES THAT HE OR SHE HAS READ AND UNDERSTOOD THIS AGREEMENT AND AGREES TO BE LEGALLY BOUND BY ITS TERMS.

***OWNER*** Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_

***COZY PET HOTEL, LLC***

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_

Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_