

Boarding & Services Agreement

NOTICE TO THE PET OWNER/GUARDIAN:

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE AIRBUD & B, LLC (referred to in this agreement as “AIRBUD & B”), AND RELATED PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY AND UNDERSTAND ITS EFFECT, POLICIES, PROCEDURES, PET RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENTS.

In consideration for my pet(s) _____
being permitted to be a pet guest at/with AirBud & B, by signing this document, I
_____, Owner/Guardian,
make the following representations, certify the accuracy of all information provided to AirBud & B
at any time, and agree to all the following policies, procedures, terms and conditions stated below in
this AirBud & B, LLC Services Agreement.

Policies, Procedures, Terms and Conditions

- 1. Owner/Guardian.** I represent that I am the owner and/or authorized guardian of my pet and I am fully authorized to enter this agreement.
- 2. Refusal of Service.** I understand AirBud & B reserves the right to deny care for and/or admittance to any pet for any reason, at any time.
- 3. Pet Requirements.** I represent that my pet meets all of the following requirements: (1) is four months of age or older, (2) is current on his/her required vaccinations and can provide proof from our veterinarian at least 24 hours prior to requested service date(s), (3) has been in good health for the last 30 days prior to requested service date(s), (4) my pet is not aggressive or toy protective, (5) I have completed the Dog or Cat Profile, (6) my dog will enter and exit on a leash.

4. **Health.** I represent that my pet has not had any contagious illnesses of any kind for 30 days prior to service date(s). I am aware and understand that AirBud & B employees are not veterinarians and do not have backgrounds in animal medicine. AirBud & B employees cannot diagnose or detect illnesses in pets while under the care and control of AirBud & B and its staff. I agree to assume all risks associated with the administration of medication by AirBud & B during my pet's care/stay. In addition, I acknowledge and am aware that vaccines do not protect against all contagious illnesses that may affect my pet. I HEREBY AGREE TO INDEMNIFY AIRBUD & B, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AGAINST ANY CLAIMS MADE AGAINST AIRBUD & B, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS AS A RESULT OF MY FAILURE TO INFORM AIRBUD & B OF ANY PRE-EXISTING MEDICAL CONDITIONS THAT MY PET MAY HAVE.
5. **Fleas and Ticks.** I agree that if any fleas or ticks are discovered on my pet during or at any other time while my pet is receiving services at AirBud & B, that AirBud & B will contact me and any treatment administered is at my expense.
6. **Veterinarian Care.** I agree to allow AirBud & B to obtain veterinarian medical treatment for my pet, if, in its sole discretion it appears that my pet is ill, injured, or exhibits any other behavior that would reasonably suggest that my pet might need medical treatment. Medical treatment may require transportation of my pet to receive care and I hereby authorize such transportation. I grant AirBud & B full authority to make decisions involving the medical treatment of my pet during its care/stay at AirBud & B. I agree that I am fully responsible for the cost of any such medical treatment and transportation. **As required by the State of Colorado Department of Agriculture please be advised that in the unlikely and unfortunate event your pet dies while in the care of AirBud & B the pet's owner will be contacted immediately and taken to the owner, or owner's preferred veterinarian.**
7. **Veterinarian Liability:** I agree that I am assuming all risk of illness, disease, harm or otherwise to my pet by allowing my pet to participate in services with AirBud & B. Furthermore, I agree that I am assuming all risk of the consequences associated with any decisions made by AirBud & B, relating to the medical care and transportation of my pet. I agree to be solely financially responsible for any and all veterinarian care of my pet while in the care of AirBud & B, or as a result from time spent with/at AirBud & B. IN ADDITION, I AGREE THAT IF MY PET IS INJURED BY ANOTHER PET OR SHOULD DIE WHILE IN CARE OF AIRBUD & B, I HEREBY RELEASE AIRBUD & B, ITS OWNERS, EMPLOYEES, AND AGENTS FROM ALL LIABILITY AND FINANCIAL RESPONSIBILITY FOR SUCH INJURY. I FURTHER UNDERSTAND THAT IF MY PET BITES A HUMAN OR PET, THAT AIRBUD & B MAY CONTACT THE APPROPRIATE AUTHORITIES.

- 8. Transportation.** I understand that my pet will either be transported in a crate, pet carrier, or seat belt and harness and agree that if my pet is transported to or from by AirBud & B, its employees or agents that I AGREE TO HOLD AIRBUD & B, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS HARMLESS IN THE EVENT OF INJURY OR ACCIDENT DURING TRANSPORTATION.
- 9. Aggressive Pets.** I certify that my pet is not aggressive and I understand that aggressive dogs are not permitted to participate in any services with AirBud & B. If my pet acts aggressively or exhibits unacceptable behavior, I will be contacted and arrangements will be made for other care. I authorize AirBud & B to use squirt bottles, citronella spray, and in extreme cases, muzzles to control my pet for the protection of other pet guests and humans.
- 10. Abandonment Notice.** I fully understand and agree that if my pet is not picked up by myself or an authorized representative within 14 calendar days after the day my pet is scheduled to depart, that my pet shall be deemed “abandoned” in accordance with the State of Colorado Department of Agriculture, Bureau of Animal Protection Rules 8 CCR 1201-18. I understand if I abandon my pet while in the care of AirBud & B, AirBud & B, in its sole discretion, will try to re-home my pet, or relinquish my pet to a legal shelter of its choice. I FULLY UNDERSTAND AND AGREE THAT IF I ABANDON MY PET AT AIRBUD & B, I MAY BE UNABLE TO RETRIEVE MY PET AND WILL HAVE NO RECOURSE AGAINST AIRBUD & B. IN ADDITION, I UNDERSTAND THAT I WILL STILL BE RESPONSIBLE FOR THE UNPAID CHARGES INCURRED FOR MY PET’S STAY.
- 12. Photo and Video Release.** I agree to allow AirBud & B to use my pet’s name and any images or videos taken while he/she is in the care of AirBud & B, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials.
- 13. Personal Property.** I agree that AirBud & B shall not be responsible or liable for any lost, stolen, or damaged personal property belonging either to my pet or me. I also understand and agree that my dog’s collar may be removed to prevent injury. This includes flea collars.
- 14. GPS Collars.** AirBud & B is not liable for lost property, including GPS collars.
- 15. Service Fees.** I agree to pay for all fees, services, and products with my credit card, via Venmo, Paypal, Zelle, check, or cash, no later than the last day of care with AirBud & B. I give express permission to AirBud & B to charge the credit card number provided for any unpaid fees, services, or products. I further agree to pay the cost of any debit charges or checks returned or challenged for any reason. Rates are subject to change any time with or without prior notice at the discretion of AirBud & B, LLC.

- 16. Reservations.** I understand that confirmed reservations are required for services with AirBud & B, at least twelve (12) hours prior to expected arrival. I further understand there is a three (3) night minimum for all reservations during any Peak/Holiday periods. There are some Peak/Holiday periods that only require a 2 night minimum. For these dates, please contact AirBud & B. For longer (or extended) stays, a deposit may be required and the balance must be paid in full prior to any extensions.
- 17. Cancellations. Non-Holiday/Non-Peak Days Policy:** I understand that all confirmed reservations for NON-HOLIDAY/NON-PEAK DAYS must be canceled at least two (2) days (48 hours) prior to my pet's reserved date. I further understand that a cancellation made within one (1) day (24 hours) of my pet's reserved date or will result in my credit card on file being charged \$50. **If I do not cancel prior to the scheduled reservation day and time, I will be considered a no-show and my credit card on file will be billed for the full amount of the reservation.**
- 18. Holiday/Peak Days Policy:** I understand that all confirmed reservations for HOLIDAY/PEAK DAYS must be canceled at least three (3) days (72 hours) prior to my pet's reserved date. I further understand that cancellations made within two (2) days of my pet's reserved date, will result in a \$100 charge to my credit card on file. **If I do not cancel prior to the scheduled reservation day and time, I will be considered a no-show and my credit card on file will be billed for the full amount of the reservation.**
- 19. Rescheduling Services:** If a service is rescheduled, the original start date will remain the reference point of any cancellation. If a service is then canceled within our cancellation period of the original date, it will result in a cancellation fee.
- 20. Early Arrivals:** I understand that requests for service before 6:00am will incur an additional flat fee of \$20 per pet guest, and requests between 6:00am-7:00am will incur a flat fee of \$10 per pet guest. Contact AirBud & B for details.
- 21. Early Departures:** Regardless of reason, once a pet's stay has begun, I understand that I am responsible for payment of all dates as reserved, regardless of if I return prior to the scheduled/reserved date.
- 22. Refunds.** AirBud & B's services are non-refundable.
- 23. Policies.** I acknowledge that I have received, reviewed and signed a copy of AirBud & B's "Policies." I HEREBY AGREE TO BE FULLY BOUND BY ALL THE TERMS AND CONDITIONS OF AIRBUD & B'S "POLICIES."

- 24. Duty to Disclose.** I represent that I have disclosed and shall continue to disclose, any and all medical conditions or any other conditions, including, but not limited to, personality concerns or behaviors that may affect, limit, or prevent my pet's ability to participate in services provided by AirBud & B. **I understand that AirBud & B is relying on and will rely on those representations to provide a safe environment for both humans and animals.**
- 25. Controversy or Claim.** I agree that any controversy or claim arising out of, or relating to this contract, or breach thereof, or as the result of any claim or controversy including the alleged negligence by any party to this contract, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. I further agree that judgment upon award rendered by an arbitrator may be entered in any Court having jurisdiction thereof and the arbitrator shall, as part of his award to the prevailing party, the cost of such arbitrations and reasonable attorney's fee of the prevailing party.
- 26. WAIVER, RELEASE AND INDEMNIFICATION. I RELEASE, WAIVE, DISCHARGE, INDEMNIFY AND AGREE TO HOLD AIRBUD & B, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FOR ANY AND ALL MANNER OF DAMAGES, INJURY, CLAIMS, LOSS, LIABILITIES, COSTS OR EXPENSES, ATTORNEY'S FEES, CAUSES OF ACTION OR SUIT, WHATSOEVER IN LAW OR EQUITY, ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED BY AIRBUD & B, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS INCLUDING WITHOUT LIMITATION: (1) ANY INACCURACY IN ANY STATEMENT MADE BY MYSELF OR INFORMATION PROVIDED BY ME TO AIRBUD & B, (2) MY PET, INCLUDING BUT NOT LIMITED TO DESTRUCTION OF PROPERTY, DOG BITES, INJURY, TRANSMISSION OF DISEASE, AND DEATH, AND (3) ANY ACTION BY MYSELF THAT IS IN BREACH OF THE TERMS OF THIS AGREEMENT.**
- 27. Sole Agreement.** This writing represents the sole agreement between AirBud & B and the Owner/Guardian.
- 28. Affirmation.** Each time I bring my pet into AirBud & B, I am re-affirming the terms of this agreement, including updated claims, and the truthfulness and accuracy of all the statements I have made in this agreement.



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Call or Text (970) 481-9834
AirBudandB@gmail.com
www.AirBudandB-FoCo.com

I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT AND UNDERSTAND THAT I WILL GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO AIRBUD & B LLC, ITS OWNERS, OFFICERS, EMPLOYEES AND AGENTS TO THE GREATEST EXTENT PERMITTED BY LAW. I FURTHER AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

I hereby understand that these claims are subject to change without notice. Check AirBudandB-FoCo.com for the most current agreements, or contact us 970-481-9834.

Signature of Owner/Guardian: _____

Date: _____