



### 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 ROOSEVELT VETERINARY CENTER (referred to in this agreement as "ROOSEVELT MANSION"), 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 guest at Roosevelt Mansion, by signing the document, I \_\_\_\_\_, Owner/Guardian, make the following representations, certify the accuracy of all information provided to Roosevelt Mansion at any time, and agree to all the following policies, procedures, terms and conditions stated below in this Roosevelt Mansion Boarding and 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 into this agreement.
2. **Refusal of Service.** I understand Roosevelt Mansion reserves the right to deny 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, (3) is on a monthly flea and tick preventative medication, (4) has been in good health for the last 30 days prior to check-in, (5) my pet is not aggressive or toy protective, (6) I have completed the Dog or Cat Profile, (7) my dog will enter and exit Roosevelt Mansion facility on a leash, and/or (8) my cat will enter and exit Roosevelt Mansion facility in a cat carrier.
4. **Health:** I represent that my pet has not had any contagious illnesses of any kind for 30 days prior to check-in. If Roosevelt Mansion employees detect any type of illness in your pet, they will contact the Veterinarian and your pet will be examined. If charges are incurred, you will assume full responsibility of charges, including, but not limited to: exam, diagnostic testing, medications. I acknowledge and am aware that vaccines do not protect against all contagious illnesses that may affect my pet. I HEREBY AGREE TO INDEMNIFY ROOSEVELT MANSION, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AGAINST ANY CLAIMS MADE AGAINST ROOSEVELT MANSION AS A RESULT OF MY FAILURE TO INFORM ROOSEVELT MANSION OF ANY PRE-EXISTING MEDICAL CONDITIONS THAT MY PET MAY HAVE.
5. **Flea and Ticks.** I agree that if any fleas or ticks are discovered on my pet during check-in or at any other time while my pet is receiving services at Roosevelt Mansion, Roosevelt Mansion may administer a flea bath, flea spot treatment and/or collar, at my expense.
6. **Veterinarian Care.** I agree to allow Roosevelt Mansion to obtain veterinary medical treatment for my pet, if, in its sole discretion it appears that, the 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 Roosevelt Mansion full authority to make decisions involving the medical treatment of my pet during its stay at Roosevelt Mansion. I agree that I am fully responsible for the cost of any such medical treatment and transportation.



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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 at Roosevelt Mansion. Furthermore, I agree that I am assuming all risk of the consequences associated with any decisions made by Roosevelt Mansion, 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 Roosevelt Mansion, or as a result from time spent at Roosevelt Mansion. IN ADDITION, I AGREE THAT IF MY PET IS INJURED BY ANOTHER PET, I HEREBY RELEASE ROOSEVELT MANSION, 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 THE ROOSEVELT MANSION MAY CONTACT THE APPROPRIATE AUTHORITIES.
8. **Transportation.** I agree that if my pet is transported to or from ROOSEVELT MANSION by ROOSEVELT MANSION employees or agents that I AGREE TO HOLD ROOSEVELT MANSION, ITS OWNER, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS HARMLESS IN THE EVENT OF INJURY OR ACCIDENT DURING TRANSPORTATION.
9. **Dog Daycare.** I understand that Roosevelt Mansion is both a cage and cage-free facility, utilizing playgroups where multiple dogs interact with dogs of similar size. I understand that dogs play with their mouth and paws, which can result in nicks and scratches on my pet. Roosevelt Mansion provides reasonable care and supervision in the playgroups. I understand and agree that Roosevelt Mansion employees may not notice these nicks or scratches before my pet's departure and, therefore, I might not be notified.
10. **Aggressive Dogs.** I certify that my dog is not aggressive and I understand that aggressive dogs are not permitted to participate in services at Roosevelt Mansion. If my dog acts aggressively or exhibits unacceptable behavior, he/she may be separated from the other dogs. I authorize Roosevelt Mansion to use a muzzle to control my pet for the protection of other pet guests and humans.
11. **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 New York State law. I understand if I abandon my pet at Roosevelt Mansion, Roosevelt Mansion, 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 ROOSEVELT MANSION, I MAY BE UNABLE TO RETRIEVE MY PET AND WILL HAVE NO RECOURSE AGAINST ROOSEVELT MANSION. In addition, I understand that I will still be responsible for the unpaid charges incurred for my pet's stay.
12. **Personal Property.** I agree that Roosevelt Mansion shall not be responsible or liable for any lost, stolen, or damaged personal property belonging either to my dog, my cat, or me. I also understand and agree that my dog's collar will be removed in the play area to prevent injury. This includes flea collars.
13. **GPS Collars.** We strongly recommend that GPS collars are removed prior to entering the facility. Due to playing and exercising, GPS collars may fall off on the premises. Roosevelt Mansion is not liable for lost property, including GPS collars.
14. **Services Fees.** I agree to pay for all fees, services, and products with either cash or credit card, including VISA, MASTERCARD or Care Credit, at the time of my pet's drop off from each visit at Roosevelt Vet.
15. **Reservations.** I understand that confirmed reservations are required for boarding services at Roosevelt Mansion.



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16. **Cancellations. Non-holiday/non - peak policy:** I understand that all confirmed reservations for NON-HOLIDAY/NON-PEAK DAYS must be cancelled at least one (1) day (24 HOURS) prior to my pet's reserved arrival date. I further understand that a cancellation made within one (1) day prior to my pet's arrival date or a no-show will result in my credit card on file being charged \$50.00.
17. **Holiday/Peak day policy:** I understand that all confirmed reservations for HOLIDAY/PEAK DAYS must be cancelled at least three (3) days prior to my pet's reserved arrival date. I further understand that cancellation made within three (3) days of my pet's reserved arrival date, or a no show, will result in a \$50.00 charge to my credit card on file.
18. **Rescheduling Boarding:** If a boarding visit is rescheduled, the original check in date will remain the reference point of any cancellation. If a boarding stay is then cancelled within our cancellation period of the original check in date, it will result in a cancellation fee.
19. **Check-in & Check-out Times.**

Please initial each statement below indicating you understand the drop-off/pick-up rules.

### Boarding:

- \_\_\_\_\_ Reservations are required.
- \_\_\_\_\_ Check-in and check-out is between 8am and 5:30pm, Monday - Friday. On Saturdays, check-in and check-out is between 9am and 1:30pm. Pick-up time should be the same time as drop-off time during these regular hours, or additional fees apply.
- \_\_\_\_\_ I understand that I am responsible for payment of all days reserved, regardless of picking my pet up prior to the scheduled departure date.
- \_\_\_\_\_ I understand that if I pick my pet up late the following fees will be incurred:
- Within 3 hours of scheduled pick-up: \$20 fee both cats/dogs
  - Anytime after 3 hours of scheduled pick-up – Daycare Fee (\$32/dogs and \$25/cats)
  - Next day during business hours – Full Day Boarding Fee (\$40/dogs and \$30/cats)
- \_\_\_\_\_ I understand that if I need to pick my pet up during Roosevelt Veterinary Center non-business hours, I will need to make arrangements in advance, subject to availability.

### Day Care:

(DOGS ONLY) Although reservations are encouraged, we do accept walk-ins if space is available.

\_\_\_\_\_ Drop-off and pick-up is between 8am and 5:30pm Monday-Friday.

20. **Mansion Policies.** I acknowledge that I have received, reviewed and signed a copy of Roosevelt Mansions "policies". I HEREBY AGREE TO BE FULLY BOUND BY ALL THE TERMS AND CONDITIONS OF Roosevelt Mansions "MANSION POLICIES."
21. **Duty to Disclose.** I represent that I have disclosed and shall continue to disclose 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 Roosevelt



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Mansion. **I understand that Roosevelt Mansion is relying on and will rely on those representations to provide a safe environment for both humans and animals.**

22. **Controversy or Claim.** I agree that any controversy or claim arising out of, or relating to this contract, or breach thereof, or as a 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 judgement 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, issue the cost of such arbitration and reasonable attorney's fees of the prevailing party.
23. **WAIVER, RELEASE AND INDEMNIFICATION. I RELEASE, WAIVE, DISCHARGE, INDEMNIFY AND AGREE TO HOLD ROOSEVELT MANSION, 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 ROOSEVELT MANSION, 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 ROOSEVELT MANSION, (2) MY PET, INCLUDING BUT NOT LIMITED TO DESTRUCTION OR PROPERTY, DOG BITES, INJURY, AND TRANSMISSION OF DISEASE, AND (3) ANY ACTION BY MYSELF THAT IS IN BREACH OF THE TERMS OF THIS AGREEMENT.**
24. **Sole Agreement.** This writing represents the sole agreement between Roosevelt Mansion and the Owner/Guardian.
25. **Affirmation.** Each time I bring my pet into Roosevelt Mansion, 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.
26. **Photo and Video Release.** I agree to allow Roosevelt Mansion to use my pet's name and any images or videos taken while he/she is in the care of Roosevelt Mansion in any form or format, for use, at anytime, in any media, marketing, advertising, illustration, trade or promotional materials.

Yes \_\_\_ No \_\_\_

**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 ROOSEVELT MANSION, 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 THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.**

\*I hereby understand that these claims are subject to change without notice.

Signature of Owner/Guardian: \_\_\_\_\_

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