

## Pet Service Agreement for Mystic Mt Pet Retreat

This Pet Service Agreement (hereinafter "Agreement") is concluded by and between **Mystic Mountain Retreat d/b/a CinCO Inc.** (hereinafter "Mystic") and a pet's owner (hereinafter the "Owner") \_\_\_\_\_. Hereinafter the term "Pet" shall have either a singular or plural meaning. Mystic and the Owner have been hereinafter referred to individually as the "Party" or collectively as the "Parties".

1. The Owner hereby certifies the accuracy of all information provided about the Pet. The Owner specifically represents that the Pet has not been exposed to any communicable condition within a 30 day period prior to the receipt of services; the Pet is in good health condition or has been under a supervision of a health care provider.
2. The Owner represents that his/her Pet has not bitten or shown any aggressive or threatening behavior toward any person, child or animal, except as described \_\_\_\_\_.
3. The Owner agrees that all photography and videos taken of the Pet shall be the property of Mystic. The Owner gives permission for publication of photos or video taken of Pet and/or Owner by Mystic. The Owner understands and agrees that the Owner shall not be paid any royalty or other compensation and hereby relinquishes any and all rights for payment if a photo or video of Pet and/or Owner is published in any form or medium.
4. The Owner understands and agrees that he/she is solely responsible for any harm caused by his/her Pet, to any person, other Pets, or property at Mystic, while the Owner's Pet is a guest at Mystic.
5. The Owner further understands and agrees that in admitting his/her Pets to participate in any provided activities, such as a group play, leashed outings and/or training, Mystic's staff have relied on the representations set forth herein.
6. The Owner understands and agrees that Pets, when in groups, can accidentally injure each other while playing, during leashed outings or other activities or may come in contact with colds, viruses, parasites and other illnesses. Slight cuts, scrapes, bite wounds and bruises are a possible and not unexpected result of participation in group activities. The Owner understands and agrees that Mystic, its staff, agents and assigns, shall not be liable for any health related conditions, which might develop, provided reasonable care and precautions are followed. The Owner hereby releases Mystic, its staff, agents and assigns from any liabilities of any kind whatsoever arising from his or her Pet's attendance and participation in day camp, massage, boarding, training, or any other Pet services provided by Mystic.
7. Mystic provides off leashed socialization play periods  and/or in leashed outings  to a variety of places for the Pets. While Mystic shall exercise due diligence and care at all times, the dogs are social beings and they can still get into scuffles with one another. Please mark the appropriate activity and initial here  if the Owner would like the Pet to participate in any of such events.
8. The Owner hereby is giving his consent to Mystic to provide a limited training to the Pet during its stay in Mystic.
9. If Pet becomes ill, or if the state of the animal's health otherwise requires attention, Mystic, in its sole discretion, may engage the services of a veterinarian designated by the Owner, or to call a veterinarian of their choice, or administer medicine or give other requisite attention to the animal, and all expenses thereof shall be paid by the Owner.
10. Mystic shall exercise reasonable care for the Pet delivered by Owner to Mystic for any Pet services. It is expressly agreed by the Owner that the Mystic's liability shall in no event exceed \$500.00 per animal brought to Mystic for boarding, day camp, grooming, medicine/supplement administration, special diets, training, energy healing, massage, or any combination thereof.
11. All charges incurred by the Owner shall be payable upon a date scheduled for pick-up of the Pet. Mystic has the right to withhold the Pet until all charges are paid by the Owner. All payments shall be done by check or cash; Credit Cards are not accepted at this time.
12. Expiration/Termination. This Agreement shall remain in force for a period of one (1) year after the Effective Date hereof, and thereafter shall be automatically extended from year to year unless one party gives the others notice of its intention to terminate this Agreement at least ten days (10) prior the termination or expiration of original or the extended period of this Agreement.
13. Mystic shall not be responsible for any loss or damage to personal items left at the Mystic's facility by the Owner.

14. Indemnification. The Parties agree, whether or not any of the transactions contemplated hereby shall be consummated, to assume liability for, and to indemnify, protect, defend, save and keep harmless each other from and against, any and all claims that may be imposed on, incurred by or asserted against another Party (whether because of action or omission by such Party or otherwise), whether or not such Party shall also be indemnified as to any such claim by any third Party and whether or not such claim arises or accrues after the termination of the Agreement.

15. LIMITATION OF LIABILITY. IN THE EVENT OF A BREACH OF THIS AGREEMENT BY EITHER PARTY, MYSTIC SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL OR ANY OTHER INDIRECT LOSS OR DAMAGE ARISING OUT OF BREACH OF THIS AGREEMENT, FOR TORT, OR ANY OTHER CAUSE OF ACTION.

16. This Agreement expresses the entire agreement and understanding of the Parties relating to the subject matter thereof, cancels and supersedes any prior negotiations, promises, agreements, representations, warranties, or understandings relating to the same subject matter, and except as specifically provided herein, shall be subject to subsequent modification, amendment, or cancelation only by another mutually signed written instrument by the authorized representative of each Party which by its terms evidences an intention to modify or amend the provisions hereof.

17. Severability. In the event that any provision hereof is determined to be illegal or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.

18. This Agreement shall become effective as of the date hereof upon execution by the Parties ("Effective Date") in the space provided below.

**IN WITNESS WHEREOF**, the Parties hereto have caused this AGREEMENT to be executed with full understanding and intention of being bound hereby.

Mystic Mountain Retreat	Pet's Owner
Name:	Name:
Signature:	Signature:
Date:	Date: