

TAILWINDS SERVICE AGREEMENT

This Agreement referred to herein shall apply to all Owner's (hereinafter called "Owner") Pet visits to Tailwinds Pet Resort, L.L.C. (hereinafter called "Tailwinds"). It constitutes a contract between you and Tailwinds. Within this agreement "Owner" shall also mean your emergency contact or Designated Representative or such other individual(s) designated by Owner in writing as authorized to pick up Pet or make decisions in the event Owner cannot be reached.

1. SERVICES

Tailwinds agrees to provide the specific services ("Services") to Owner's Pet for each visit as indicated on the Service Request Form. Tailwinds will exercise reasonable judgment in all circumstances of provided Services.

2. PAYMENT FOR SERVICES

Owner agrees to pay Tailwinds for the Services provided to Owner's Pet during each visit at the rates set forth in the Schedule of Fees at the start of such visit (collectively the "Charges"). Prices are subject to change without notice and seasonal rates may apply. The Schedule of Fees may change, from time to time, and Owner agrees to pay the fees in effect at the time the service is rendered. A current Schedule of Fees is available at all times on the Tailwinds website (<http://www.tailwindsaz.com/>), or may be obtained in person at the Tailwinds office. Charges begin on the day Owner's Pet is dropped-off at Tailwinds. Check-out time is identified on the Service Request Form by Owner and must be within Tailwinds office hours; additional charges will be due for late check-out at the same rate as the reservation request. In the event you do not pay your bill in full at time of check-out, Tailwinds reserves the right to charge a service fee comparable to the Services provided. Tailwinds is nonetheless required to return Owner's Pet at the time of check-out. Owner is liable for all charges incurred during your Pet's stay and Tailwinds reserves the right to collect any unpaid balance. By leaving a credit card number on file with Tailwinds, Owner authorizes Tailwinds to charge such card for all charges incurred without the need for any further consent from Owner.

3. RESERVATIONS

Reservations will be accepted but not guaranteed without receipt of Tailwinds required paper work and your deposit. The typical deposit will be equal to the cost of one night of the services requested. Deposits are non-refundable, unless a cancellation is received at least two (2) days before the Pet's arrival date. The deposit will be applied to the services invoice.

4. CANCELLATIONS

Owner agrees to cancel reservation at least two (2) days prior to Pet's arrival date. If a reservation is not canceled at least two (2) prior, or if Owner fails to submit all required paperwork to Tailwinds at least two (2) days prior, Tailwinds reserves the right to cancel the reservation and Owner will forfeit any deposit.

5. OWNER'S REPRESENTATIVE

Owner agrees to provide an adult, over the age of 18 not traveling with the Pet Owner that can be reached if the Owner will knowingly be unavailable, as Designated Representative within this Agreement. If Owner cannot be reached, Owner authorizes Tailwinds to contact the Designated Representative. Owner agrees that Designated Representative shall have full and complete authority to make immediate life and death decisions, authorize veterinarian or other care including the expenditure of funds.

6. CHECK-IN AND CHECK-OUT

Tailwinds is open for Check-In and Check-Out as provided in the Service Guidelines. Tailwinds may ask Owner for identification to be sure Tailwinds only releases Pet to Owner or Representative as designated in writing as authorized to pick up Pet.

7. PET HEALTH, BEHAVIOR AND EMERGENCIES

Tailwinds is prepared to care for older Pets and to administer routine medications for chronic conditions, but Tailwinds is not equipped to care for acutely sick Pets or aggressive or biting Pets.

- No Pet can stay at Tailwinds until confirmation from a licensed veterinarian that all of the Pet's required immunizations meet Tailwinds requirements and the Pet is healthy as set forth in the Pet Profile Form.
- If Pet is found to have fleas or ticks, Owner authorizes their removal at an additional expense.
- Tailwinds reserves the right to refuse to accept a Pet if at Check-In it appears that such Pet is sick or that its behavior could jeopardize the health or safety of other Pets or staff.
- If Pet becomes sick or injured and requires professional attention, or if Pet passes away during its stay, Tailwinds will attempt to notify Owner or Designated Representative at the telephone numbers provided within this Agreement. If Owner or Designated Representative cannot be reached, Tailwinds at its sole discretion may engage the services of a veterinarian and/or administer medicine or give other requisite attention to Pet, and the expense thereof shall be paid by Owner. If Owner refuses medical treatment for Pet, Tailwinds, at its sole discretion, may engage the services of a veterinarian and/or administer medicine to make Pet as comfortable as possible until picked up, and the expense thereof shall be paid by Owner, or if paid by Tailwinds, Owner shall reimburse Tailwinds.
- In some instances, Tailwinds administers certain animal appropriate over the counter medications to Pets that show signs of diarrhea, allergies, or pain. Owner consents to the administration of such medications unless Owner identifies an allergy to such product on the Pet Profile Form.
- Emergencies. Tailwinds agrees to make every effort to contact Owner for the retrieval of Pet in the event of an emergency that requires the Pet to be removed from Tailwinds. If an emergency arises, Owner agrees that Tailwinds, at its sole discretion, is authorized to transport, and/or to make temporary alternative arrangements to house and care for Pet until such time Owner or Designated

Representative can retrieve Pet. Owner is responsible for the costs of such transportation, alternate arrangements and/or care, including any veterinary care that may be required.

- Dog Bites. If your Pet bites an individual or another Pet so severely as to require immediate medical attention, Tailwinds reserves the right to report such bite to appropriate authorities. Owner is responsible for any injuries or damages caused by your Pet, including biting of staff or other Pets. The severity of the bite may include reporting it to the county and appropriate quarantine procedures applied.

8. PETS NOT PICKED-UP ON DEPARTURE DATE

In the event that Pet is not picked-up on the agreed upon Departure Date, Owner hereby authorizes Tailwinds to continue to provide care as set forth in the Service Request Form and agrees to pay any charges incurred as a result. Notwithstanding the foregoing, if such Pet is deemed abandoned under local, state, or federal laws or regulations, or in Tailwinds discretion as permitted by law, the Abandoned Pet Procedure will be followed.

9. ABANDONED PET PROCEDURE

Unless otherwise required by applicable law: All Services for such Pet, other than Basic Services (as defined on the Service Request Form) will be terminated.

- Tailwinds will attempt to contact Owner or Designated Representative at the phone numbers provided if the Pet is not picked up on the scheduled Check-out date for Pet. Tailwinds will advise Owner that if Pet is not picked up within a two day period Pet will be deemed abandoned and Tailwinds will deliver Pet to a third party adoption partner, Animal Control or other similar government agency. In no event shall Tailwinds have any further responsibility for the Pet.
- Owner remains liable to Tailwinds for all unpaid charges including the court costs and reasonable attorney's fees incurred in the collection of the charges.
- If Owner is unable to retrieve the Pet on the scheduled Check-out day, Owner or Designated Representative may contact Tailwinds to make arrangements to extend the stay, and to make payment arrangements for any additional charges.

10. OWNER'S REPRESENTATIONS TO TAILWINDS

Owner represents to Tailwinds

- a. That they are the Owner of the Pet and are fully authorized to enter into this Agreement.
- b. That All information in the Pet Profile Form is true, accurate and complete.
- c. That to the best of Owner's knowledge, Pet has not been exposed to rabies, distemper or any contagious illness within 30 days prior to beginning its stay at Tailwinds.
- d. To the best of Owner's knowledge, Pet has no illness or behavior problem (including aggressive or biting behavior) that has not been disclosed to Tailwinds in the Pet Profile Form.
- e. Owner agrees to indemnify and hold Tailwinds harmless, from and against all loss, damage or expense, including attorney's fees, resulting from misrepresentations by Owner or Designated Representative or resulting from Pet's stay including, without limitation, any person claiming to be the Owner of Pet and any person claiming damage or injury by Pet.

11. MISCELLANEOUS PROVISIONS

This written Agreement and the accompanying documents identified in paragraph 17 constitutes Tailwinds and Owner's entire and only agreement and there are no oral agreements or understandings except as provided for herein.

- All terms and conditions of this Agreement shall be binding on the heirs, administrators, personal representatives and assigns of the Owner and Tailwinds.
- The law that applies to the Agreement is the law of the state and municipality where Pet is to stay.
- Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this Agreement, shall be brought in the appropriate state court in Maricopa County, Arizona.

12. CONTACT WITH OTHER PETS

While Owner's Pet is staying at Tailwinds, Pet may come into contact with other Pets unless Owner does not consent to Pet participating in Group Play while at Tailwinds for Day Care or Boarding.

- Tailwinds will use the information on the Pet Profile Form, and exercise care in allowing Owner's Pet and others to come into contact with each other for Group Play or other activities. However, there are inherent risks associated with allowing animals to come into contact with each other for Group Play, and no amount of diligence can prevent all accidents or injuries from occurring, such as injuries from bites, scratches, running into something, torn toe nails, muscle soreness, undisclosed disease and dog fights. By requesting services that include Group Play or contact with other animals, Owner waives any claims against Tailwinds for any injury or illness to Pet arising out of such contact, and Owner acknowledges that Owner will be solely responsible for any veterinary or other expenses that may arise out of such injury or illness. In the event of an injury resulting from contact with another Pet, Tailwinds shall provide information relating to the injury to the respective Pet Owners, who shall be responsible to resolve any dispute between themselves, and without further involvement of Tailwinds. This includes injuries sustained by or caused by Owner's Pet.
- Owner acknowledges and agrees that in the unlikely event that Pet is injured by another Pet, Tailwinds will not be held responsible for the injury.
- If Owner's Pet injures another Pet, Owner identified in this Agreement will be solely responsible for any injury to either or both Pets.
- Communicable Diseases or Pests: All pets coming into Tailwinds are required to be vaccinated. However, it is still possible for a Pet to become ill, even if vaccinated. This is not due to any circumstance or condition at Tailwinds and Owner agrees that Tailwinds is not liable for any illness suffered by Pet during or after its stay, including but not limited to Tracheobronchitis (Kennel Cough).
- Fleas and Ticks. Tailwinds takes regular precautions against fleas and ticks on its premises. However, it is not possible to completely eliminate the possibility of fleas and ticks coming into the facility. It is also possible for your Pet to come into contact with fleas and ticks outside of Tailwinds. Consequently, Tailwinds shall not be liable for any fleas or ticks you may discover on your Pet following a visit to Tailwinds. Tailwinds strongly recommends administering regular preventative treatment for your Pet against fleas and ticks.

13. PERSONAL ITEMS

Do not bring items with your Pet that are valuable or irreplaceable. Tailwinds is not responsible for loss or damage to any personal item or toy left with Pet.

14. PET PHOTOGRAPHS

All photographs taken of Owner's Pet while at Tailwinds will be the property of Tailwinds and may be used for promotional purposes.

15. LIMITATION OF DAMAGES, WAIVER

Loss due to or associated with injuries to Pets is difficult to value. Although we have an emotional attachment to our Pets, they are, in essence, personal property, often with little or no actual monetary value. Consequently, it would be difficult to value any claim arising out of Tailwinds' care and services for your animal. With this in mind, the parties agree that the liability of Tailwinds, its Owners, agents, sub-contractors and employees, in connection with or related to the services provided hereunder (including any grooming, Group Play or other services provided) for the Client, is limited to \$500.00 in the aggregate of any and all claims that may be asserted. This includes claims arising out of negligence, breach of contract, bailment, emotional distress, or any other legal theory. Client specifically waives any claim for damages above and beyond such amount.

16. DEFINITIONS

The terms used throughout this Agreement, whether capitalized or not, and in either the singular or plural form, shall mean as follows: "Tailwinds" shall mean Tailwinds Pet Resort, L.L.C. "Owner" shall mean the Pet Owner signing this Agreement. "Pet" shall mean the dog(s) and cat(s) staying at Tailwinds and shall refer to the Pet(s) designated by the Pet Owner in the Pet Profile Form(s).

17. OTHER DOCUMENTS INCORPORATED AS PART OF THIS AGREEMENT

The Pet Profile Form, the Service Request Form, the Schedule of Fees, and the Service Guidelines documents are all incorporated into this agreement by this reference. By initialing below, Owner acknowledges receipt of such documents and that Owner has read and understands such documents:

_____ Pet Profile Form (for each Pet)

_____ Service Request Form

_____ Schedule of Fees

_____ Service Guidelines

You have read this entire Agreement and you have had the opportunity to discuss it with any of Tailwinds staff to your satisfaction, and you agree to its terms.

Signature of pet owner

Date

Printed name of pet owner

BILLING INFORMATION

Credit Card Number

Expiration Date

Printed Name as it appears on credit card

Cell Phone Number

Home Address, City, State, Zip Code

Alternative Phone Number

Email Address

EMERGENCY CONTACTS

(Someone not traveling with you)

Emergency Contact #1 (someone not traveling with you)

Best Contact Number

Emergency Contact #2 (someone not traveling with you)

Best Contact Number