



## **COUNTRYSIDE PET RESORT AND SPA**

### **PET BOARDING, DAYCARE, GROOMING, AND TRAINING SERVICES AGREEMENT**

This Agreement is entered into between Countryside Pet Resort and Spa, located at 7769 Southeast 282nd Avenue, Gresham, Oregon 97080-8217 (hereinafter referred to as **"Countryside"**), and the undersigned pet owner (hereinafter referred to as **"Owner"**).

#### **1. Definitions**

**"Pet"** refers to all pets boarding with the same ownership. **"Services"** means boarding, daycare, grooming, training, transport, and any other service provided by Countryside. **"Stay"** means the period from drop-off through pickup. **"Emergency"** means a condition that, in Countryside's reasonable judgment, requires veterinary care.

#### **2. Representations and Warranties**

Owner represents and warrants that:

- Owner is the lawful owner of the Pet or has full authority from the lawful owner to enter this Agreement and authorize all Services and care described herein;
- The Pet is current on Rabies, DHPP, and Bordetella vaccinations (and FVRCP for cats), and Owner has provided or will provide written proof from a licensed veterinarian;
- To Owner's knowledge, the Pet is in good health ( i.e. free from signs of contagious disease, medically stable for kennel housing, not requiring continuous veterinary supervision), free of fleas, ticks, and internal parasites at drop-off, and has not been knowingly exposed to any contagious illness within the prior thirty (30) days;
- Owner has disclosed to Countryside any abnormal behaviors, ongoing medical conditions, current medications, allergies, and special handling requirements;
- The Pet is microchipped and/or wears current identification, and the contact information on the Owner Form is accurate and complete;
- Owner authorizes any veterinarian, veterinary clinic, emergency veterinary hospital, animal hospital, or other animal-care provider to disclose to Countryside any information concerning the Pet's vaccination status, medical history, treatment records, medications, and condition. Countryside may rely conclusively upon vaccination records provided by Owner or a veterinarian and shall have no duty to independently verify their accuracy;
- Owner has the financial means to pay all charges incurred under this Agreement, including all Services provided and reasonable veterinary expenses authorized in Section 6;



**Right to Refuse Intake.** Countryside may refuse intake or terminate any Stay, in its sole discretion, if the Pet appears ill, unvaccinated, aggressive, or otherwise unsuitable, or if any representation in this Section is or becomes untrue. No refund shall be required where refusal or termination results from the Owner's breach of this Agreement or the Pet's condition, behavior, or health status. Owner shall be financially responsible for any damages, veterinary costs, cleaning costs, quarantine costs, business interruption losses, or third-party claims arising from inaccurate or incomplete disclosures.

### **3. Fees and Payments**

Owner agrees to pay all rates published by Countryside and in effect at the time of Services, including any applicable holiday, peak-season, late-pickup, daycare, grooming, medication-administration, special-handling, or early drop-off fees. **Owner authorizes Countryside to charge the credit or debit card on file** for all charges incurred under this Agreement, including but not limited to boarding, daycare, grooming, late pickup, early drop off, veterinary expenses, damage to facility property, and any unpaid balances, without further authorization. Owner authorizes Countryside to securely retain payment information and process charges arising under this Agreement until all obligations are satisfied. If Countryside takes any action to enforce this Agreement or collect any amounts due under this Agreement, Owner shall be responsible for all reasonable attorneys' fees, court costs, collection costs, and expenses to the extent permitted by law. Owner acknowledges that Countryside maintains a cancellation policy and associated cancellation fees, which are published in Countryside's current fee schedule and may be amended from time to time. Owner authorizes Countryside to charge any applicable cancellation fee to the payment method on file without further authorization. Current rates and fee schedules are available on Countryside's website and at the facility and are incorporated into this Agreement by reference.

### **4. Vaccination and Communicable Disease Acknowledgment**

Owner acknowledges that, despite sanitation, screening, monitoring, and disease-control measures implemented by Countryside, communicable conditions can occur in any group-animal environment. These include, without limitation, **kennel cough (Bordetella), canine influenza, canine cough complex, parvovirus, giardia, coccidia, ringworm, fleas, ticks, ear mites, and upper respiratory infections.** Owner accepts these risks as inherent in boarding and daycare and agrees that Countryside is not liable for any such condition that the Pet may contract during or after a Stay, except as provided in Section 8. Owner releases and waives claims arising from the contraction of communicable diseases, including claims alleging ordinary negligence by Countryside, except to the extent caused by gross negligence, reckless misconduct, willful misconduct, or violations of applicable law.



Owner represents that all vaccination and health information provided is accurate and complete. Owner assumes responsibility for losses arising from inaccurate, incomplete, or misleading health disclosures. Owner acknowledges that many communicable diseases have incubation periods and that it may be impossible to determine when, where, or from whom exposure occurred.

## **5. Behavior, Group Play, and Removal**

Group play and shared yard time are optional Services. Owner authorizes Countryside to assess, in its sole discretion, whether the Pet is suitable for group play and to remove the Pet from any group at any time without notice or refund. Pets participating in group play must be spayed or neutered if over six (6) months of age. Female pets in heat are not eligible for group play. Owner agrees that interactions among pets carry inherent risk of injury and that Countryside's removal decisions are conclusive.

## **6. End-of-Life Directive**

In the unlikely event the Pet passes away while in Countryside's care, Owner selects **ONE** of the following: (a) Countryside will contact Owner or the emergency contact to retrieve the Pet's remains; or (b) Countryside will arrange transportation through Countryside's own means or through a third-party provider to a veterinarian clinic to safe keep on Owner's behalf, with future arrangements made between the Owner and the veterinarian clinic the Pet's remains are transported to. All third-party expenses will be added to the Owner's final bill. Countryside is not responsible for the conduct, fees, or service of any third-party cremation or veterinary provider. Owner agrees to reimburse Countryside for all veterinary costs, transportation, and related expenses, which may be charged to the card on file.

## **7. Indemnification by Owner**

Owner agrees to defend, indemnify, and hold harmless the Released Parties from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) brought by any third party and arising out of or related to the Pet's behavior, including bites, scratches, or property damage, any breach of Owner's representations or warranties under Section 2, or any unpaid charges under this Agreement.



## 8. Limitation of Liability

The relationship between the parties is a bailment for mutual benefit only. No fiduciary, joint venture, partnership, insurer, or special relationship is created by this Agreement. Countryside is an independent contractor providing services for compensation. Countryside agrees to exercise reasonable care under the circumstances but shall not be deemed an insurer, guarantor, or warrantor of the Pet's safety or health. Owner acknowledges that injury, illness, escape, or death may occur despite the exercise of reasonable care and agrees that Countryside shall not be liable except in cases of gross negligence or willful misconduct. **IN NO EVENT SHALL THE RELEASED PARTIES' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SERVICE, OR ANY STAY EXCEED THE GREATER OF THE TOTAL AMOUNT PAID BY OWNER TO COUNTRYSIDE FOR THE STAY DURING WHICH THE LOSS OCCURRED.** Owner acknowledges and agrees that, under applicable law, pets are considered personal property. To the fullest extent permitted by law, Owner waives any claim for sentimental value, companionship value, emotional value, intrinsic value, or emotional distress damages arising from injury to, illness of, loss of, or death of the Pet. The Released Parties shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including lost time, emotional distress (where waivable), or veterinary or replacement costs **in excess of a cap of \$500.00**. Owner understands that Countryside is not an insurer of the Pet. Any insurance maintained by Countryside is solely for its own benefit and shall not expand or modify the liability limitations contained in this Agreement. Owner assumes responsibility for insuring the Pet against any risk of loss, injury, illness, or death.

## 9. Abandonment, Unpaid Charges, and Lien Rights

Owner acknowledges that Countryside has a possessory lien on the Pet and any property left with the Pet to secure payment of all charges pursuant to ORS Chapter 87 and other applicable Oregon law. If the Pet is not timely retrieved or if any balance remains unpaid, Countryside may exercise its lien rights strictly in accordance with ORS Chapter 87, including providing any required written notice and observing all statutory waiting periods and procedures.

To the extent permitted by law, Owner agrees that failure to retrieve the Pet within four (4) days after the scheduled pickup date constitutes evidence of abandonment. Owner remains liable for all charges, costs of care, notice expenses, attorneys' fees, and any deficiency remaining after lawful disposition.



## **10. ASSUMPTION OF RISK, WAIVER, AND RELEASE**

**OWNER UNDERSTANDS AND ACKNOWLEDGES THAT BOARDING, DAYCARE, GROOMING, GROUP PLAY, AND OTHER INTERACTIONS WITH ANIMALS CARRY INHERENT RISKS, INCLUDING BUT NOT LIMITED TO INJURY, ILLNESS, INFECTION, DISEASE, ESCAPE, PROPERTY DAMAGE, AND, IN RARE CIRCUMSTANCES, DEATH. TO THE MAXIMUM EXTENT PERMITTED BY OREGON LAW, OWNER, ON BEHALF OF OWNER AND OWNER'S HEIRS, ASSIGNS, AND SUCCESSORS, HEREBY WAIVES, RELEASES, AND DISCHARGES COUNTRYSIDE PET RESORT AND SPA, ITS OWNERS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, PROPERTY OWNERS, AND AFFILIATES (COLLECTIVELY, THE "RELEASED PARTIES"), FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, CAUSES OF ACTION, AND LIABILITIES OF ANY KIND, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF OR RELATED TO THE PET'S STAY OR ANY SERVICE, INCLUDING ANY INJURY, LOSS, DAMAGE, INFECTION, ILLNESS, DISEASE, OR DEATH OF THE PET, AND ANY PROPERTY DAMAGE, EXCEPT FOR CLAIMS ARISING SOLELY FROM THE RELEASED PARTIES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

**OWNER SPECIFICALLY WAIVES ANY CLAIM FOR EMOTIONAL DISTRESS, LOSS OF COMPANIONSHIP, SENTIMENTAL VALUE, OR SIMILAR NON-ECONOMIC DAMAGES ARISING FROM THE PET'S INJURY, ILLNESS, DISAPPEARANCE, OR DEATH, EXCEPT TO THE EXTENT SUCH WAIVER IS PROHIBITED BY LAW.**

**This waiver does not apply to gross negligence or willful misconduct. Owner has had the opportunity to read and ask questions about this Section.**

## **11. Personal Property**

Any personal property left with the Pet (collars, leashes, bedding, toys, bowls, medications, carriers, or other items) is left at Owner's sole risk. Countryside is not liable for any loss, damage, theft, or destruction of personal property. Items not retrieved within thirty (30) days of pickup may be discarded.

## **12. Force Majeure**

Countryside is not liable for any failure or delay in performance, or for any harm to the Pet, caused by events beyond its reasonable control, including but not limited to fire, wildfire, smoke, flood, severe weather, earthquake, power outage, public-health emergency, governmental order, civil unrest, evacuation, or third-party failure. Countryside will use commercially reasonable efforts under the circumstances and may, in its sole discretion, relocate, shelter in place, or release the Pet to Owner or emergency contact as conditions require. Countryside shall not be liable for injury, illness, escape, or death resulting from evacuation, disaster response, or emergency relocation undertaken in good faith.



### **13. Photograph, Video, and Likeness Release**

Owner grants CountrySide a perpetual, royalty-free, worldwide, irrevocable license to photograph, video record, and use the likeness of the Pet — and any incidental images of Owner — in any medium now known or later developed, for marketing, advertising, social media, and promotional purposes, without further compensation or notice.

### **14. Dispute Resolution; Arbitration; Class Waiver**

Any dispute arising out of or related to this Agreement or the Services shall first be addressed by informal negotiation in good faith. If unresolved within thirty (30) days, the dispute shall be resolved by binding arbitration administered by a recognized provider in Multnomah or Clackamas County, Oregon, under its applicable consumer rules, before a single neutral arbitrator. The parties agree that this Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act (9 U.S.C. § 1 et seq.) shall govern the interpretation, enforceability, and proceedings under this arbitration provision, preempting any contrary state law. **Owner and CountrySide each waive any right to a jury trial and to participate in any class, collective, or representative action.** Either party may seek emergency injunctive relief in court to protect intellectual property or confidential information, or to enforce a lien. The arbitrator may award attorneys' fees and costs to the prevailing party. Judgment on the arbitration award may be entered in any court of competent jurisdiction.

### **15. Time Limit on Claims**

To the maximum extent permitted by Oregon law, any claim by Owner against the Released Parties must be commenced **within one (1) year** of the date the claim accrues, regardless of any longer limitations period that may otherwise apply. Owner expressly agrees that this shortened limitation period is reasonable.

### **16. Governing Law and Venue**

This Agreement is governed by the laws of the State of Oregon, without regard to its conflict-of-laws principles. Subject to Section 13, the exclusive venue for any judicial proceeding is the state and federal courts located in Multnomah or Clackamas County, Oregon, and each party consents to personal jurisdiction in those courts.



## **17. Severability; Entire Agreement; Modifications; Survival**

If any provision of this Agreement is held invalid or unenforceable, the remainder remains in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to render it enforceable. This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous oral or written statements.

No modification is effective unless in a writing signed by CountrySide. Sections 7, 8, 10, 14, 15, and any payment obligations shall survive termination of Services and pickup of the Pet. The parties intend that the waiver and limitation provisions be enforced to the maximum extent permitted by Oregon law.

**Owner acknowledges that Owner has read, understood, and agrees to be bound by this Agreement, has had an opportunity to ask questions, and accepts the terms of the Waiver and Release, the Limitation of Liability, the Indemnification, and the Arbitration provisions, each of which is conspicuously presented above.**