



Facility Agreements

This is an agreement between Bittersweet Pet Resorts Inc. and the Pet Owner (hereinafter called "Owner") whose name and signature appears below. The following are the terms of service for the stay of the Owner's Pet as a guest of Bittersweet Pet Resort Inc. Thank you for your time and cooperation in reading this legal agreement in full.

- 1. ACCURACY:** By execution of this Agreement and leaving the Pet with Bittersweet Pet Resorts Inc., the Owner certifies that all information provided to Bittersweet Pet Resorts Inc. either written or oral, is accurate. The Owner represents that they are the sole owner of the Pet, free and clear of all liens and encumbrances.
- 2. COMPLIANCE:** The Owner has read and agrees to the published House Rules of Bittersweet Pet Resorts Inc. which may be revised from time to time, with or without notice. In the event of a discrepancy, this Agreement shall supersede the contents of the House Rules.
- 3. DISCLOSURE:** The Owner agrees to disclose to Bittersweet Pet Resorts Inc., all known medical conditions and/or behavior problems. The Owner specifically represents to Bittersweet Pet Resorts Inc. that the Pet is healthy, meets the Bittersweet Pet Resorts Inc. published vaccination standards and has not been exposed to any known communicable disease within thirty days immediately prior to check-in. The Owner represents that each time the Pet is brought to Bittersweet Pet Resorts Inc. the Owner is re-certifying the Pet is in good health and has not had any communicable illness of any kind thirty days prior to check in. The Owner further agrees to inform Bittersweet Pet Resorts Inc. of any changes in Pet's condition and/or behavior prior to subsequent check ins. In addition, the Owner agrees that if any fleas or ticks are discovered on the Pet during check in or at any time during the Pet's stay, Bittersweet Pet Resorts Inc. will administer a flea bath at the Owner's expense or contact the Owner to pick their pet up. Bittersweet Pet Resorts Inc. reserves the right to refuse service to any Pet for any reason, at any time, including, but not limited to: Pets lacking proof of vaccinations, Pets displaying signs of potentially contagious conditions and/or Pets exhibiting aggressive behavior.
- 4. MEDICAL ATTENTION:** In an emergency, Bittersweet Pet Resorts Inc. will attempt to contact the Owner, the Pet's personal veterinarian as well as the emergency contact provided by the Owner. However, such an emergency might not provide the time to do so prior to the administration of care. The Owner authorizes Bittersweet Pet Resorts Inc. to obtain medical attention for the Pet from any qualified veterinarian and to transport the Pet to and from that veterinarian when Bittersweet Pet Resorts Inc. deems such medical care is important to the Pet's health. The Owner grants Bittersweet Pet Resort Inc. or its employees or agent's full power of decision making involving the medical treatment of the Pet and agrees to pay all costs.
- 5. PAYMENT:** The Owner agrees to pay the applicable service rates in effect on the date the Pet is checked into Bittersweet Pet Resorts Inc. and to pay for any additional services requested. The Owner agrees to pay replacement costs for any and all damages to the facilities caused by their

Pet. The Owner agrees that the Pet shall not leave the facility until all such charges due are paid by the Owner. Bittersweet Pet Resorts Inc. shall have, and is hereby granted a lien on the Pet for any and all unpaid charges. Bittersweet Pet Resorts Inc. may exercise its lien rights within ten days after written notice has been given to the Owner via certified mail.

6. ABANDONMENT: If the Owner's Pet is not picked up within 14 calendar days after the original date the Pet is scheduled for pick-up, the Owner understands that Pet shall be deemed to be abandoned and Bittersweet Pet Resorts Inc. has the right to place the Pet with a new owner as provided for under Michigan Statutes. The Owner understands that Pet abandonment may be a criminal or civil violation of the statutes of the State of Michigan. The Owner shall remain liable for all fees due and, in addition, agrees to pay any and all costs in the prosecution of these statutes. The Owner is to be notified of such action by receipted mail as specified in said statute, and no further notice shall be deemed necessary.

7. LIABILITY: Bittersweet Pet Resorts Inc. agrees to exercise reasonable care for the Pet. The Owner releases Bittersweet Pet Resorts Inc. from any claims made against Bittersweet Pet Resorts Inc., employees, members and agents for any injury or illness of the Pet. The Owner agrees that Owner shall be solely responsible for any and all acts and behavior of the Owner's Pet while in the care of Bittersweet Pet Resorts Inc. including payment of costs for injury to staff or damages to facilities caused by their Pet. Further, the Owner indemnifies Bittersweet Pet Resorts Inc., as a result of Owner's failure to inform Bittersweet Pet Resorts Inc. of any pre-existing condition the Pet may have. If the Pet is transported to or from Bittersweet Pet Resorts Inc. by its staff, the Owner holds Bittersweet Pet Resorts Inc. harmless in the event of injury or accident during transportation. It is agreed by the Owner and Bittersweet Pet Resorts Inc. that Bittersweet Pet Resorts liability shall in no event exceed the current chattel value of \$200 per Pet.

8. ASSUMPTION OF RISKS: The Owner understands that Bittersweet Pet Resorts Inc. utilizes playgroups where Pets interact and co-mingle. Dog air horns and Pet Corrector citronella spray may be used for correction when necessary. The Owner agrees that the Pet may be removed from a playgroup at Bittersweet Pet Resorts Inc.'s discretion and may not be permitted to interact further with other Pets during current or subsequent stays. The Owner understands that when Pets play in groups that nicks and scratches may occur. The Owner understands Bittersweet Pet Resorts Inc.'s staff may not detect all such nicks or scratches. The staff may or may not notify Owner immediately if the Pet sustains such nicks or scratches. Further, the Owner acknowledges and is aware that the employees of Bittersweet Pet Resorts Inc. are not veterinarians, do not have backgrounds in animal medicine and are not expected to diagnose or detect illnesses in the Pets that are staying at Bittersweet Pet Resorts Inc. In addition, the Owner acknowledges and is aware that vaccines do not protect against all communicable illnesses that may afflict a Pet. The Owner acknowledges and agrees that they are assuming all risk of illness, disease, harm or otherwise, to their Pet by allowing their Pet to stay at Bittersweet Pet Resorts Inc.

9. MULTIPLE PET FAMILY MEMBERS: If the Owner requests to board the Pet with other family Pet members together in the same suite, the Owner acknowledges and understands that actions of Pets may be unpredictable and such an arrangement may significantly increase the chance of injury, aggression and altercations regardless of the amount of supervision. In such

cases, the Owner understands that the Pets must be separated and any applicable multiple family discounts no longer apply. The Owner hereby holds Bittersweet Pet Resorts Inc. harmless from any such claim or action as a result.

10. UNALTERED PETS: The Owner understands that Bittersweet Pet Resorts Inc. holds and abides by a strict policy for all unaltered Pets. For safety reasons, dogs that are not spayed/ neutered at 12 months of age will be ineligible to participate in group play. We offer separate individual play packages, cost may vary. When a female dog is in heat, they are unable to participate in group play for twenty-one (21) days from the first day of menstrual bleeding . We also do not accept un-neutered male felines due to sanitary concerns.

11. ESCAPE ARTISTS: The Owner confirms they have told Bittersweet Pet Resorts Inc. of any escape artist tendencies or actions where their dog will climb over or dig under secured fencing. We continue to keep eyes on all Pets during playtimes, however, Pets that display these behaviors are kept on long leads to ensure their safety. If Bittersweet Pet Resort Inc.'s staff feel the Pet is unfit for play times due to their behavior, we have the right to decline playtimes for the Pet's safety and well being. If a playtime is declined due to this, Owner understands the Pet will be considered to be a Superior Only handle Pet and will be charged for this service.

12. ENTIRE UNDERSTANDING: This Agreement contains the entire agreement between the parties. All terms and conditions of this agreement shall be binding on the heirs, administrators, personal representatives and assignees of the Owner and any controversy or Bittersweet Pet Resorts Inc. 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 the Agreement, shall be settled in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any Court having jurisdiction thereof. The arbitrator shall as part of the award, determine an award to the prevailing Party of the cost of such arbitration and reasonable attorney's fees of the prevailing party. The arbitrator shall apply Michigan law to the merits of any dispute or claim, without reference to conflicts of law rules. The Parties hereby consent to the personal jurisdiction for the state and federal courts located in Michigan and agree that such courts shall have the sole and exclusive jurisdiction for any action or proceeding arising from or relating to this Agreement or relating to any arbitration in which the Parties are participants. The Parties have read and understand this clause, which discusses arbitration. The Parties understand that by signing this Agreement that they will submit any claims arising out of, relating to or in connection with this Agreement or the interpretation, validity, construction, performance, breach, or termination thereof, to binding arbitrations and that this arbitration clause constitutes a waiver of the Party's right to a jury trial and relates to the resolution of all disputes relating to aspects for the relationship between the Parties.