



Phone: (916) 683-4007

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## STAY AGREEMENT

This agreement is between Franklin Ranch Pet Hotel (Franklin Ranch) and the responsible party (Owner) of the pet guest(s). The Owner(s) signature at the bottom of this document represents the owner(s) acknowledgement, understanding, and agreement of the following terms and conditions of service for a stay at Franklin Ranch Pet Hotel.

- ☺ **Knowledge:** By leaving a pet with Franklin Ranch and signing this agreement the Owner verifies that all information provided to Franklin Ranch, written or oral, regarding the Owner or the pet is to the best of the Owners' knowledge true and accurate. Owner also confirms sole ownership of pet, free and clear of liens and encumbrances, and has full authority and legal capacity to enter into this agreement. The term "pet" refers to any and all pets belonging to owner utilizing Franklin Ranch services.
- ☺ **Disclosure:** Owner agrees to disclose all of the pet's known behavior problems and /or medical conditions to Franklin Ranch. Owner confirms that the pet is healthy and meets all "general health" and "vaccination" requirements stated within this agreement. These requirements must be met each and every time the pet stays with Franklin Ranch.
- ☺ **Compliance:** Owner agrees to comply with all policies, forms and requirements set forth by Franklin Ranch. Policies, procedures and forms may be changed by Franklin Ranch with or without notice, in which case the most current policies, procedures and forms will supersede the previous.
- ☺ **Payment:** Owner will pay for all services provided by Franklin Ranch upon check-out. If fees are not paid upon check-out, Franklin Ranch shall have the right and may exercise its lien rights within ten (10) days after written notice has been given to the Owner by Franklin Ranch through certified mail. Owner agrees and understands they will be responsible for full payment on any and all unpaid charges due to Franklin Ranch for services provided, in addition to any and all costs incurred throughout the lien process.
- ☺ **Medical Attention/ Emergency Services:** In the event of an emergency or illness, our on- staff veterinarians will be happy to assist your pet. If preferred, Owner's primary veterinarian will be contacted upon request; transportation of Owner's pet to and from the veterinarian is the Owner's responsibility.
- ☺ **Liability:** Franklin Ranch will provide due and reasonable care for the pet guest during the hotel stay. Owner understands that pet guests share some common areas and it is possible for a pet to become ill even if they are vaccinated. Owner acknowledges and understands that vaccines do not protect against all communicable illnesses and/or diseases that may affect a pet. Owner acknowledges and agrees they assume all risk of illness, allergic reactions, disease, and/or injury by allowing their pet to stay at Franklin Ranch.

Owner will hold Franklin Ranch, its staff, and any members or agents providing services for Franklin Ranch harmless in the event of, but not limited to illness, allergic reaction, disease, and/or injury. Owner is financially responsible for any damage, harm, loss, or expense, including legal fees, caused by Owner's pet to other hotel pet guests, staff, members, or agents providing services for Franklin Ranch, or damage to property and/or facilities of Franklin Ranch.

In the event of death or injury to a pet guest, it is agreed by Owner and Franklin Ranch Pet Hotel that Franklin Ranch Pet Hotel will be held harmless, and liability shall in no event exceed the lesser of the current chattel value of a pet of the same breed or the sum of \$200.00 per pet admitted.

- ☺ **Vaccination Requirements:** For the health and safety of all pet guests, the following vaccinations are required at Franklin Ranch for both daycare and overnight stays prior to check- in.

**Canines:** Current vaccinations for DA2PP, Bordetella, and Rabies. Protected levels of vaccine titers are also acceptable. *Bordetella must be administered at least 4 days prior to guest check-in.*

**Felines:** Current vaccinations for FVRCP and Rabies. Protected levels of vaccine titers are also acceptable. *Intact cats (not neutered or spayed) will be kept at the hospital.*

*\*We cannot accept pets younger than 4 months old at the hotel. Special arrangements may be considered through our on-site hospital.*

- 🐾 **General Health:** All pet guests must be in good health with no known exposure to contagious or communicable illnesses within a 30-day period prior to check-in. Pets showing signs of gagging, sneezing, vomiting, coughing, or diarrhea will not be accepted.

In an effort to maintain flea control, each pet will receive an evaluation prior to check-in. If fleas are noted, your pet will be given a Comfortis® tablet, a once a month oral flea adulticide. A \$16.50 charge for the Comfortis will be added to the Owner's invoice.

- 🐾 **Right of Refusal:** Franklin Ranch reserves the right to refuse any pet, at any time, for any reason, including but not limited to flea infestation, aggressive behavior, signs of untreated or existing contagious illness, or other poor health conditions, or lack of proof of required vaccinations.

- 🐾 **Medications and Food:** On-site hospital services allow us to provide both oral and injectable medications. They must be in their original containers, clearly labeled with directions for use, reason they are given, and any special procedures used to administer them.

The hotel cuisine has been chosen by our on-site veterinarians. We provide Hills® Sensitive Stomach for all of our guests. We also have Hills Natural Diet® if our guests prefer an all-natural food. If Owner chooses to provide their pet's food, separate each serving size into individual baggies clearly marked with the pet's name. Please provide enough for the pet's entire stay as well as a few extra servings in the event of a delay in pet pick-up.

- 🐾 **Items from Home:** The hotel provides clean comfortable bedding for each of the guests. Owner may bring a maximum of two toys clearly marked with Owner's name and pet's name. Franklin Ranch is not responsible for items that are lost or destroyed. Carriers and leashes will be returned to Owner upon check-in.

- 🐾 **Reservation Requirements:** The following items must be submitted or on file prior to pet guest check-in: Proof of current vaccinations and signed copy of the following items:

- Client Registration
- Stay Agreement
- Guest Profile

- 🐾 **Guest Check-in/Check-out:** Pet guests are free to check in at any time during business hours. Check-out time is 12:00 p.m. on the scheduled day of departure so we may prepare for our next guest. Additional charges will apply for guests picked-up after 12:00 p.m.

During the holiday (peak) season, if the pet guest is picked up prior to the scheduled day of departure, Owner will still be charged for the duration of the reservation.

- 🐾 **Hours, Holidays (peak):** Franklin Ranch accommodates pet guests 24 hours a day, 365 days per year. Our business hours are Monday – Friday 7 am – 7 pm, Saturday 9 am – 7 pm, and Sunday 9 am – 5 pm. We are closed to the public on all major holidays.

Thanksgiving Day  
Christmas Day  
New Years Day  
Memorial Day  
Easter

Independence Day  
Christmas Eve – early close  
New Years Eve – early close  
Labor Day

*\*The peak boarding season is considered to be one week before and one week after holidays listed above.*

⊕ **Abandonment:** Pets left at Franklin Ranch 14 days after scheduled check-out time, with no contact from Owner, will be considered abandoned, and will be treated in a manner consistent with our legal and ethical requirements for dealing with abandoned animals. Owner understands that pet abandonment may be a criminal or civil violation of the statutes of California. Owner will be held liable for all fees for services provided by Franklin Ranch and for all costs incurred in the prosecution of these statutes. Owner will be notified of action based on California law requirements.

⊕ **Dispute Resolution:** EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS AGREEMENT. Any unresolved controversy or claim arising out of or relating to this Agreement, except as otherwise provided in this Agreement, shall be submitted to arbitration by one arbitrator mutually agreed upon by the parties, and if no agreement can be reached within 30 days after names of potential arbitrators have been proposed by the American Arbitration Association (the "AAA"), then by one arbitrator having reasonable experience in transactions of the type provided for in this Agreement and who is chosen by the AAA. The arbitration shall take place in Sacramento County in the State of California, in accordance with the AAA rules then in effect, and judgment upon any award rendered in such arbitration will be binding and may be entered in any court having jurisdiction thereof. There shall be limited discovery prior to the arbitration hearing as follows: (a) exchange of witness lists and copies of documentary evidence and documents relating to or arising out of the issues to be arbitrated, (b) depositions of all party witnesses, and (c) such other depositions as may be allowed by the arbitrators upon a showing of good cause. Depositions shall be conducted in accordance with the California Code of Civil Procedure, the arbitrator shall be required to provide in writing to the parties the basis for the award or order of such arbitrator and a court reporter shall record all hearings, with such record constituting the official transcript of such proceedings. The prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled. With respect to any disputes arising out of or related to this Agreement, the parties consent to the exclusive jurisdiction of, and venue in, the state courts in Sacramento County in the State of California (or in the event of exclusive federal jurisdiction, the courts of the Northern District of California).

THE PARTIES HAVE READ AND UNDERSTAND THIS ARBITRATION CLAUSE. 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 ARBITRATION, AND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF THE PARTY'S RIGHT TO A JURY TRIAL AND RELATED TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE RELATIONSHIPS BETWEEN THE PARTIES.

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

Owner Printed Name: \_\_\_\_\_ Owner Signature: \_\_\_\_\_

Co-Owner Printed Name: \_\_\_\_\_ Co-Owner Signature: \_\_\_\_\_

Emergency Contact Name and Phone No. \_\_\_\_\_

Veterinarian Office Name and Phone No. \_\_\_\_\_