

San Francisco Bird Hotel Boarding Contract | 2023

183 Utah Ave
South San Francisco, CA 94080
sfbirdhotel@gmail.com

Phone: 415-627 7650

I, _____, whose address is written below ("I", "me", or "my") as a condition of boarding my companion bird(s) (each, a "**Bird**") in the facility known as the San Francisco Bird Hotel, a California Limited Liability Company with facilities located at 183 Utah Avenue, South San Francisco, CA 94080 (the "**Hotel**", "**we**", "**our**", or "**us**"), agree to enter into this Boarding Contract with the Hotel (the "**Agreement**") as of the date below (the "**Effective Date**") and agree to the following:

Stays and Services: I will fill out and sign an intake document for the Bird's initial stay entitled "Client information Sheet" (the "CIS") the first time my Bird boards at the Hotel (each boarding event, a "**Stay**") that sets forth important information concerning my Bird and pricing for Services (as defined herein). I will update the Hotel should any of the information change. I will also pre-arrange any non-boarding services, including parking my vehicle on the Hotel premises through Squawk and Park™, Parrot Limo™ transportation, and any special services my Bird may require during his or her Stay (including boarding, the "**Services**"). I understand and agree that grooming services are provided through a third party unaffiliated with the Hotel and the Hotel is not liable for the grooming services.

Method of Payment: Unless otherwise agreed to in writing with the Hotel, I shall prepay all fees associated with my Bird's Stay. I will pay for the Services according to the Hotel's pricing for same as set forth in the CIS, which pricing may be updated by the Hotel from time to time. I shall make such payment in either cash, check, or accepted major credit card (e.g., VISA or MasterCard). I understand that I am responsible to pay an additional \$12 in the event of any returned check for payment to the Hotel for a Stay.

I will also pay for any and all additional fees, including but not limited to emergency medical and transportation fees, that may be required on behalf of my Bird during his or her Stay. I agree to provide current credit card information for a given Stay for the Hotel to use in the event it incurs any emergency medical bills for the care of my Bird during the Stay. I will also state in the CIS what the maximum spend for emergency medical fees is for each of my Birds during their Stays. If hospital fees are estimated to cost more than the maximum spend amount, the Hotel will attempt to contact me and/or the emergency contact I indicate on the CIS to authorize the additional spend. Notwithstanding the foregoing, I understand and agree that I am liable for all out-of-pocket costs incurred by the Hotel on my behalf in the care of my bird, and I will reimburse the Hotel when I pick up my Bird at the end of a Stay.

Emergency Medical Treatment: While the Hotel will use its commercially reasonable efforts to take my Bird to the veterinarian or hospital I indicate on the Hotel's information intake form in the event of a medical emergency, I understand and agree that the Hotel may take my Bird to another qualified veterinarian or hospital if reasonably required in the Hotel's discretion due to circumstances including but not limited to distance, severity of emergency, and veterinarian and/or hospital availability.

Social Media and Advertising: The Hotel may take and use photos and videos of the Bird during his or her Stay for advertisement on our website and/or for promotional purposes, including but not limited to Facebook and other social media networks. **If I prefer that pictures of my bird(s) are not used for this purpose, I so indicate by initialing here.**

Abandonment: In the event that my Bird is not picked up within thirty (30) calendar days following a Stay, and no alternative agreement date has been designated between me and the Hotel, the Bird shall be considered abandoned and all rights and ownership of my Bird shall be transferred to the Hotel ("**Abandonment**"). I agree that Abandonment does not forgive any debt and financial responsibility for services rendered during both the Stay and the unpaid boarding period after the Stay, and that I am still responsible to pay any and all debt through the time of the Bird's arrival through Abandonment.

Liability Release: While the Hotel will endeavor to provide all reasonable care to the Bird during a Stay or any transportation activities, I understand that it is not possible for the Hotel to foresee and prevent certain events. Thus, I agree to release the Hotel, its officers, agents, employees, and volunteers working for the Hotel (collectively, "**Releasees**") from all liability claims and damages of any kind and nature I may otherwise have against them (my "**Release**") that occur while the Bird is in the care, supervision, or control of the Hotel. Those damages include the injury or death of a Bird however caused, including but not limited to the Bird's exposure to contagious or infectious diseases or any other loss of or to the Bird.

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Indemnification: I and my agents, successors, and assigns hereby indemnify Releasees from any third-party claims arising from all injury or damage caused by the Bird to any person, animal, or real or personal property during a Stay.

Additional Terms for Squawk and Park™ Services: I agree that any damage or loss that may occur to my vehicle or its contents while in the Hotel property is my sole responsibility. I understand that the Hotel is allowing me to park on the property in reliance on my promise that I am carrying insurance on my vehicle sufficient to cover any such damages. I further understand and agree that the Hotel cannot and does not assume responsibility for any such property damage to my vehicle, theft of the vehicle, or any part of the vehicle, or loss of personal articles from the vehicle.

I release and discharge the Releasees from any and all liability for any injury, damage claim, demand, action, cost, and expense of any nature that I may at any time have or incur, arising out of or in any manner related to parking my vehicle on the Hotel property during the Stay.

I agree to indemnify, defend, and hold the Releasees harmless from any liability, claim, action, debts, damage, loss, cost, and expense of every kind or nature asserted by any party against any Releasees or incurred by any Releasee and arising directly or indirectly from or in connection with the parking of my vehicle on the Hotel Property.

I agree to leave with Hotel a key to the ignition and door in the event my vehicle must be moved. I agree that the Hotel may, if necessary, move my vehicle to another location on the Hotel Property.

I further agree that if I do not claim my vehicle by the date specified in this release, the Hotel may move my vehicle to another location on the property or have it moved to an off-property location. I further agree that should I not claim my vehicle by the date specified, I shall be responsible for any costs associated with moving my vehicle.

Termination: This Agreement will commence upon the Effective Date and terminate if I do not initiate a Stay within eighteen (18) months from the prior Stay or (if no prior Stays) the Effective Date.

Attorney Fees: In any action between me, my agent or assigns, and the Hotel arising out of this Agreement, I agree that the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to such other remedies provided by applicable law.

Governing Law and Venue: I agree that California law will govern any dispute under this Agreement, and the venue for such dispute shall be the appropriate courts of San Mateo County, California.

Effective Date: _____

By signing below, I confirm that (a) I am the *bona fide* legal owner of the Bird(s) to be boarded at the Hotel and have the full power and authority to enter into this Agreement, and (b) I have read and understood and agree to be bound by the terms and conditions stated above.

Bird Owner: _____

Address: _____