



NIRVANA HOTELS PET FRIENDLY - Luxy Pet Hotel

Boarding and Services Agreement

By signing this document, I am, Owner, make the following statements and confirm the accuracy of all information provided to The Luxy Pet Hotel, my pet allowed in exchange for being a pet guest at The Luxy Pet Hotel.

THE SUBJECT OF THE CONTRACT

The subject of this contract is about the accommodation of the Pet in Luxy Pet Hotel, both with the owner of the Pet in the same room and in the accommodation section reserved for the pet in the hotel and the mutual regulation of the rights and responsibilities of the parties during this stay.

PARTIES TO THE AGREEMENT

Operator, Galeri Galeri Kristal Tur. Yat. San. ve Tic. A.Ş., hereafter referred to as **Luxy Pet Hotel** in the contract. Pet Owner (Passport No:) hereafter, will be named as Pet Owner in the contract.

Address:

POLICIES, PROCEDURES, TERMS AND CONDITIONS

- 1. Owner/Guardian.** I represent that I am the owner of my pet and I am fully authorized to enter this agreement.
- 2. Refusal of Service.** I understand Luxy Pet Hotel reserves the right to deny admittance to any pet for any reason, at any time.
- 3. Pet Requirements:** I represent that my pet meets all of the following requirements:
 - is four months of age or older,
 - is current on his/her required vaccinations,
 - is on a monthly flea and tick preventative medication,
 - has been in good health for the last 30 days prior to check in,
 - my pet is not aggressive or toy protective,
 - I have completed the Dog or Cat Check-In forms,
 - my dog will enter and exit The Luxy Pet Hotel facility on a leash and will only walk with the owner in permitted areas, and
 - my cat will enter and exit The Luxy Pet Hotel facility in a cat carrier.
 - If I stay in the same room with my pet, we will strictly follow the rules set by the hotel.
- 4. Health.** I represent that my pet has not had any contagious illnesses of any kind for 30 days prior to check-in. I am aware and understand that The Luxy Pet Hotel employees are not veterinarians and do not have backgrounds in animal medicine. The Luxy Pet Hotel employees cannot diagnose or detect illnesses in the pets that are staying at The Luxy Pet Hotel. I agree to assume all risk associated with the administration of medication by The Luxy Pet Hotel during my pet's stay. In addition, I acknowledge and am aware that vaccines do not protect against all contagious illnesses that may affect my pet.
- 5. Flea and Ticks.** I agree that if any fleas or ticks are discovered on my pet during check-in or at any other time while my pet is receiving services at The Luxy Pet Hotel, that The Luxy Pet Hotel may administer a flea bath and flea spot treatment at my expense.
- 6. Veterinarian Care.** I agree to allow The Luxy Pet Hotel to obtain veterinarian medical treatment for my pet, if, in its sole discretion it appears that, the pet is ill, injured, or exhibits any other behavior that would reasonably suggest that my pet might need medical

treatment. Medical treatment may require transportation of my pet to receive care and I hereby authorize such transportation. I grant The Luxy Pet Hotel full authority to make decisions involving the medical treatment of my pet during its stay at The Luxy Pet Hotel. I agree that I am fully responsible for the cost of any such medical treatment and transportation.

- 7. Veterinarian Liability:** I agree that I am assuming all risk of illness, disease, harm or otherwise to my pet by allowing my pet to participate in services at The Luxy Pet Hotel. Furthermore, I agree that I am assuming all risk of the consequences associated with any decisions made by The Luxy Pet Hotel, relating to the medical care and transportation of my pet. I agree to be solely financially responsible for any and all veterinarian care of my pet while in the care of the Luxy Pet Hotel, or as a result from time spent at The Luxy Pet Hotel.

In addition, I agree that if my pet is injured by another pet, I hereby release the Luxy Pet Hotel, its owners, employees, and agents from all liability and financial responsibility for such injury. I further understand that if my pet bites a human or pet, that the Luxy pet hotel may contact the appropriate authorities.

- 8. Transportation.** I agree that if my pet is transported to or from The Luxy Pet Hotel by The Luxy Pet Hotel, its employees or agents that I AGREE TO HOLD THE LUXY PET HOTEL, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS HARMLESS IN THE EVENT OF INJURY OR ACCIDENT DURING TRANSPORTATION.

- 9. Dog Daycare.** I understand that The Luxy Pet Hotel is a cage-free facility utilizing playgroups where multiple dogs interact. I understand that dogs play with their mouth and paws, which can result in nicks and scratches on my pet. While The Luxy Pet Hotel provides reasonable care and supervision in the playgroups, I understand and agree that The Luxy Pet Hotel employees may not notice these nicks or scratches before my pet's departure and, therefore, I might not be notified.

- 10. Aggressive Dogs.** I certify that my dog is not aggressive and I understand that aggressive dogs are not permitted to participate in services at The Luxy Pet Hotel. If my dog acts aggressively or exhibits unacceptable behavior, he/she may be separated from the other dogs. I authorize The Luxy Pet Hotel to use in extreme cases, muzzles or any necessary equipments to control my pet for the protection of other pet guests and humans.

- 11. Abandonment Notice.** I fully understand and agree that if my pet is not picked up by myself or an authorized representative within 7 calendar days after the day my pet is scheduled to depart, that my pet shall be deemed "abandoned" in accordance with California Civil Code 1834.5 and 1834.6. I understand if I abandon my pet at The Luxy Pet Hotel, The Luxy Pet Hotel, in its sole discretion, will relinquish my pet to a legal shelter of its choice. I fully understand and agree that if I abandon my pet at the Luxy Pet Hotel, I may be unable to retrieve my pet and will have no recourse against The Luxy Pet Hotel. In addition, I understand that I will still be responsible for the unpaid charges incurred for my pet's stay.

- 12. Photo and Video Release.** I agree to allow The Luxy Pet Hotel to use my pet's name and any images or videos taken while he/she is in the care of The Luxy Pet Hotel, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials.

- 13. Personal Property.** I agree that The Luxy Pet Hotel shall not be responsible or liable for any lost, stolen, or damaged personal property belonging either to my dog or me. I also understand and agree that my dog's collar will be removed in the play area to prevent injury. This includes flea collars.

- 14. GPS Collars.** We strongly recommend that GPS collars are removed prior to entering the facility. Due to playing and exercising, GPS collars may fall off on the premises. The Luxy Pet Hotel is not liable for lost property, including GPS collars.

- 15. Service Fees.** I agree to pay for all fees, services, and products to the front office representative / with my credit card / cash or company bank accounts cash before the the time of my pet's pickup from each visit at The Luxy Pet Hotel. I give express permission to The Luxy Pet Hotel to charge any of the credit card numbers provided on my Dog or Cat's Application for any unpaid fees, services, or products. I further agree to pay the cost of any check or debit charges returned or challenged for any reason. In addition, I accept and undertake that I will fulfill my obligation to pay for possible extra expenses, related additional products and additional services during the stay period, in cash or by credit card, before purchasing additional products and additional services. The Company has the right to revise and change all price and service contents unilaterally and independently. VAT is included in all posted prices.

- 16. Veterinarian Fees.** In return for the works that the veterinarian will do other than the consultancy and control services he will provide regarding my pet; I agree that I will demand and pay the fees and amounts in full and without objection for all necessary analysis, laboratory and examination procedures for treatment, examination, follow-up and diagnosis. Specified the minimum wage tariff of the Antalya Chamber of Veterinary Medicine will be applied/charged.

- 17. Reservations.** I understand that confirmed reservations are required for boarding services at The Luxy Pet Hotel. For longer stays, a deposit may be required. For extending stays, balance must be paid in full prior to extension. The accommodation availability

or the extension option given by my personal agency / Operator / Call Center / Online Channels does not mean that there is accommodation available for pets at the Luxy Pet Hotel, a pet accommodation available for direct sale in all sales channels for Luxy Pet Hotel. I know that there is no quota, all Luxy Pet Hotel pet accommodation requests or accommodation extension requests will be made by obtaining availability and confirmation from Luxy Pet Hotel.

18. Cancellations. In addition, I agree that in the event of a cancellation or non-use of a reservation made within three (3) days in between 08:30-21:00 hours from the date of arrival of my pet, my credit card in the records will be charged 20-Euro or Turkish Lira equivalent on that date. In the absence of a credit card option, I accept and undertake that I will personally pay the said amount in cash to Luxy Pet Hotel bank accounts.

19. Rescheduling Boarding: I agree that in the reservation date changes made after the option period of the reservation expires (at least 3 days before the check-in date), if the canceled day occurs, a cancellation fee of 20-Euro for each pet per day or Turkish Lira equivalent of that date will be charged. In the absence of a credit card option, I accept and undertake that I will personally pay the said amount in cash to Luxy Pet Hotel bank accounts.

20. Check-in & Check-out Times.

Check In time is 14:00 - Check-out time is 12:00 Noon.

Pet Hotel and Day Care Working Hours:

Monday - Friday	08:00 – 21:00
Saturday – Sunday	08:30 – 20:00

*** Luxy Pet Hotel facility provides 24/7 service to pets. The aforementioned time periods define service hours for pet owners and visitors.**

21. Early departure: Regardless of reason, once a pet’s stay has begun, I understand that I am responsible for payment of all days reserved, regardless of picking my pet up prior to the scheduled departure date.

22. Refunds. The Luxy Pet Hotel will gladly accept returns of unopened and unused merchandise from our boutique within 30 days of purchase with proof of receipt. However, bowls, beds, and bedding cannot be returned and are final sale. Since packages are discounted, packages of any services are non-refundable.

23. Resort Policies. I acknowledge that I have received, reviewed and signed a copy of The Luxy Pet Hotel’s “Resort Policies.” I HEREBY AGREE TO BE FULLY BOUND BY ALL THE TERMS AND CONDITIONS OF The Luxy Pet Hotel’s “RESORT POLICIES.”

24. Duty to Disclose. I represent that I have disclosed and shall continue to disclose, any and all medical conditions or any other conditions, including, but not limited to, personality concerns or behaviors that may affect, limit, or prevent my pet’s ability to participate in services provided by The Luxy Pet Hotel. I understand that The Luxy Pet Hotel is relying on and will rely on those representations to provide a safe environment for both humans and animals.

25. Controversy or Claim. I agree that any controversy or claim arising out of, or relating to this contract, or breach thereof, or as the result of any claim or controversy including the alleged negligence by any party to this contract, shall be settled by arbitration in accordance with the rules of Antalya Courts and Enforcement Offices.

26. Waiver, Release and Indemnification: Luxy Pet Hotel (Galeri Kristal Turizm İnşaat Pazarlama ve Ticaret A.Ş. Tax Number: 3880418738), its owners, directors, officers, employees for any damage, loss, injury or breach of contract that may arise during the term of this contract. I hereby declare and undertake that I will not claim any rights or receivables, regardless of the damage or breach of contract.

Arising from or not limited to services provided by Luxy Pet Hotel and its representatives, officers, employees or representatives: (1) any mistakes made by myself or the information I have provided to Luxy Pet Hotel, (2) that my pet will be liable for damages that may be caused to all property goods during the stay, and that material damage will be borne by me, including but not limited to the contamination of any property, dog bites, injury and disease, and (3) I acknowledge, declare and undertake that I have already waived all my rights in case of any action that violates the terms of this contract, and that I have released the owners and employees of Luxy Pet Hotel.

27. Sole Agreement. This writing represents the sole agreement between Luxy Pet Hotel and the Owner/Guardian.

28. Affirmation. Each time I bring my pet into The Luxy Pet Hotel, I am re-affirming the terms of this agreement, including updated claims, and the truthfulness and accuracy of all the statements I have made in this agreement.

I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT AND UNDERSTAND THAT I WILL GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO LUXY PET HOTEL (Luxy Pet Hotel owner; Galeri Kristal Tur. Yat. San. ve Tic. A.Ş.), ITS OWNERS, OFFICERS, EMPLOYEES AND AGENTS TO THE GREATEST EXTENT PERMITTED BY LAW. I FURTHER AGREE THAT IF ANY PARTIES OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

This contract has been signed between the parties on the date specified below, within the framework of mutual agreement, in accordance with free will.

I hereby understand that these claims are subject to change without notice.

Signature of Owner/Guardian:

Date: