

# Customer Agreement

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## PET FLY INTERNATIONAL ANIMAL TRAVEL

UPDATED: 2024-04-01

At Pet Fly International Animal Travel, your pet's safety and comfort are our top priorities. We offer boarding and transportation services to make your move easier, ensuring a smooth transition for you and your pet. Trust us to care for your pet during this important time.

I hereby authorize Pet Fly International Animal Travel Inc., affiliates, owners, employees, agents, and representatives (hereafter collectively referred to as "PFIT"), to transport my pet, in accordance with the terms and conditions outlined in this Agreement:

### CLIENT RESPONSIBILITIES

1. I will ensure that all information I provide about my pet, including required paperworks, is accurate and complete. I understand that failing to do so may lead to extra charges or refusal of service by PFIT.
2. Before entrusting my pet to PFIT, I will disclose any known medical conditions or boarding concerns. This includes, but is not limited to, any injuries or illnesses experienced by my pet in the last 30 days, as well as any occasions my pet has attacked or injured a person (including myself) or another animal, regardless of when these incidents happened.
3. I Will secure and provide a valid, original health certificate for shipping my pet. Additionally, I will obtain two more valid Original Health Certificates for my pet; one will be attached to my pet's crate, and the other will be given to the airline. I acknowledge that an original health certificate for the domestic or international travel of small animals is valid for 10 days from its issuance date.
4. Before bringing my pet to PFIT's facility, I will provide a valid rabies certificate. I understand this certificate must be current within the last 12 months and signed by a veterinarian.

### SHIPMENT DELAYS

I understand that shipments can be delayed for various reasons, including those beyond PFIT's control. PFIT shall not be held liable for any loss, harm, or damage arising from such situations. This includes, but is not limited to, adverse weather conditions, mechanical failures, flight cancellations, travel regulations and restrictions, acts of God, and the actions or inactions of public authorities (including customs and health officials) with real or perceived authority.

### CRATE INSPECTION

I understand that PFIT will inspect my pet's crate upon arrival at their facility. Should PFIT, at its sole discretion, decide that my pet's crate requires repair, modification, or replacement to ensure my pet's safety or security, they may carry out such actions at my expense. Additionally, I acknowledge that PFIT is not responsible for any changes to my pet's crate while in transit, nor will they bear any costs or expenses related to such changes during transit.

## **INTERNATIONAL TRANSPORT**

By signing this Agreement, I appoint PFIT as my agent (to the extent necessary and allowed by law) specifically for facilitating my pet's customs clearance. I recognize that local authorities may sometimes request additional documentation to confirm this appointment, and it's my duty to provide such documentation and confirmation as needed.

I'm also aware that upon my pet's arrival at LAX, customs and/or health officials may conduct medical screening procedures. I understand that the outcomes of these screening could postpone my pet's entry in to the country, or in certain scenarios, lead to denial of entry. By entering into this Agreement, I acknowledge and accept this risk, agreeing that PFIT shall not be held liable for any resulting harm, loss or damage.

I adder my responsibility and guarantee my adherence to all relevant laws, rules, and regulations, including customs law; import, export, and re-export laws; and the governmental regulations of any country through which my pet may be transported. I commit to providing necessary information and undertaking required actions to comply with these laws, rules, and regulations. I understand that PFIT is not liable for any losses or expenses incurred due to my non-compliance with these obligations.

By entering this Agreement, I affirm that all statements and information I have provided regarding my pet's travel are true and accurate. I am aware that making false or fraudulent statements in certain situations could lead to civil and primal penalties against me.

## **PERSONAL ITEMS**

I acknowledge that PFIT is not responsible for personal items left with my pet, including but not limited to collars, leashes, toys, food, and bedding.

## **HEALTH & FAETY ISSUES**

I authorize PFIT to take any actions it deems necessary for my pet's health and safety, at its sole discretion. This includes authorizing medical procedures recommended by a licensed veterinarian. While PFIT will attempt to contact me or my emergency contact prior to taking such actions, I understand that this may not always be possible. I release PFIT from all liability for any harm, expense, or loss resulting from such actions.

I agree that I am responsible for all costs related to my pet's health and safety, including medical procedures, vaccinations, treatment for illnesses acquired in transit, and all medical bills. I authorize PFIT to charge my credit card for these expenses.

I understand PFIT strives to maintain a clean, disease-free environment, but I acknowledge the risk of disease or illness exposure. I confirm my pet has not been exposed to specific contagious disease within the last 30 days.

I recognize the unpredictable nature of animals and assume the risk of injury to my pet while in transit or under PFIT's care. I release PFIT from liability for any injury to my pet and any resulting harm, expense, or loss.

I agree to indemnify PFIT against all claims related to my pet's actions, including disease transmission, and hold PFIT harmless from any liabilities, costs, or expenses, including legal fees.

PFIT has the right to terminate my pet's stay and collect fees related to my pet's staying the event of any breach of this Agreement by me, including misrepresenting my pet's health or history.

#### **LIMITATION OF LIABILITY**

I acknowledge and accept that PFIT will not be held liable for any damages beyond the service fees collected under this Agreement. This limitation applies to direct, incidental, special, or consequential damages, regardless of PFIT's knowledge of the potential for such damages, including but not limited to loss of income or profits.

#### **DISPUTE RESOLUTION**

I agree that any disputes related to or arising from this Agreement, including breaches, will be resolved through binding arbitration, waiving any right to a jury trial. I also waive the right to seek punitive, exemplary, indirect, consequential, or similar damages in any arbitration or legal proceedings related to this Agreement.

The arbitration will be conducted by a single arbitrator under the Expedited Procedures of the American Arbitration Association's Commercial Arbitration Rules, unless otherwise agreed in writing. The arbitrator will award costs and reasonable attorneys' fees to the prevailing party, and the award may be enforced in any competent court.

#### **GOVERNING LAW**

This Agreement is governed by the laws of the State of California, without regard to conflict of law principles.

#### **SEVERABILITY**

Should any provision of this Agreement be deemed invalid, illegal, or unenforceable, such condition shall not affect the remainder of this Agreement, which shall remain in full force and effect.

#### **WAIVER**

Failure or delay in exercising any right under this Agreement does not waive the right to enforce such right in the future. Waivers must be writing and signed by both parties to be effective.

#### **ENTIRE AGREEMENT**

This document constitutes the full agreement between the parties, superseding all oral agreements. Any modifications must be in writing and signed by all parties involved.