

**PET RELEASE  
WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT**

1. Guest acknowledges, and agrees that The Everett, LLC shall be permitted to regulate and establish reasonable rules and policies that address the health, safety and sanitary management of all pets permitted to be present upon The Everett, LLC resort premises and property. Guest, further acknowledges and agrees that The Everett, at its sole discretion, reserves and retains the right to withdraw its permission to any guest who is in violation of any of the following including all rules and policies set forth in this agreement:
2. By signing this agreement, guest expressly warrants the following, and is under a continuing duty to maintain such warranty for the duration of guest's lodging period.

Pet Vaccinations and Health. Guest expressly warrants to the best of their knowledge, that the pet is up to date with all required vaccinations and that pet has no contagious or communicable disease, virus, or bacteria.

Pet Behavior. Guest expressly warrants to the best of their knowledge, that the pet has no history of biting, vicious tendencies, and has not exhibited aggressive behavior and that pet, does not pose a threat or danger to any person who may be present upon The Everett, LLC resort property or premises.
3. There is no additional daily or nightly fee charged to the guest for lodging their pet with them in their vacation rental accommodations.
4. Limitation on the Type of Pet. Pets permitted upon The Everett, LLC property are expressly limited to domesticated dogs.
5. Limitation on the Number of Pets. No more than two pets are permitted in each vacation rental building unless otherwise approved by The Everett, LLC.
6. Pet Behavior Guarantee. Pet shall be kept and maintained in a manner that will not disrupt the quiet enjoyment of resort guests or neighbors.
7. Pet Waste Disposal. Guest shall be responsible for picking up and properly disposing of all waste associated with pet in or upon The Everett, LLC property or premises. Pet waste must be securely bagged immediately and without delay. Pet waste must be disposed of in the garbage receptacles near the entrance to the property and shall not be disposed of in toilets. Keeping a receptacle for pet waste on a porch or deck, or any other common area or grounds is prohibited.
8. Pet Care. Pet shall not be left unattended in the vacation rental premises for an unreasonable period of time.
9. Guest Control of Pet. Guest shall always maintain control of the pet and keep pet adequately leashed at all times when pet is not inside the guest's designated rental accommodations. Pet shall not run loose on lawns, sidewalks, common areas, or parking areas at any time for purposes of guest and pet safety. Under no circumstances shall a pet be staked or secured to trees outside of structures on the resort property or grounds.
10. The Everett, LLC's Right to Restrict or Exclude. Guest shall be required to obtain "Special Permission" from The Everett, LLC and to fully comply with any additional measures required by The Everett, LLC, at its sole discretion, if pet is a pure bred or mixed breed falling under the following categories: Akita, Chow-Chow, Doberman Pinschers, Mastiffs (including but not limited to: Bullmastiffs [Perro De Presa Canario] and Cane Corsos [Italian Mastiff]), "Pit Bull" Breeds (including but not limited to: American Staffordshire Terrier, Staffordshire Bull Terrier, American Bulldog, American Bully), Rottweilers.
11. Government Compliance. Guest shall be responsible for any fees, fines or citations issued by any government or other entity due to noncompliance with laws and ordinances relating to pets.
12. Pet Entry into Marina Bar. Pets are not allowed inside the Marina Bar.
13. Pet Cleaning Charge. Guest shall be liable for any necessary cleaning resulting from urine, fecal debris, or vomiting by pet. The Everett, LLC, at its sole discretion, shall determine when additional cleaning shall be necessary with such cleaning being charged at the cost of \$40.00 per hour. Guest hereby authorizes The Everett to charge guest or cardholder's credit card maintained on file for cost of the "Pet Cleaning Charge".
14. Property Damage resulting from Pet. Guest shall be liable for any repair or replacement of property resulting from, or due to damage caused by pet. The Everett, LLC, at its sole discretion, shall determine whether repair or replacement is necessary and shall be charged at local per hour rate standard for such repair or replacement. In the event of damage occurs and replacement or repair becomes necessary, The Everett shall provide guest an itemized list of charges and Fees for the repair within 10 days of Guest exit from the premises thereby put guest on notice that The Everett shall charge guest or cardholder's credit card maintained on file for such charges. Guest/Pet Owner hereby authorizes The Everett to charge Guest/Pet Owner or cardholder's credit card maintained on file, for cost of the repair or replacement of the damaged property.
15. The Everett is not liable for injury to Guest's Pet. Guest, fully and forever, releases The Everett, LLC, principals, agents and assigns from all liability or damages for injury suffered by Guest's pet while pet is present in or upon The Everett, LLC premises or property unless such injury is due to negligence by The Everett, LLC.

16. Strict Liability for Personal Injury/Joint and Several Liability. Guest shall be strictly liable for any personal injury, loss, or damage to person or property to any person present in or upon The Everett, LLC property or premises, arising out of, relating to, or caused by guest's ownership, possession, or control of the pet while pet is present upon The Everett, LLC property or premises. Guest further acknowledges and agrees that guest shall be jointly and severally liable and shall indemnify and hold The Everett harmless for any and all liability arising out of, relating to, or caused by Guest's ownership, possession, supervision or control of pet.
17. By signing this Pet Release – Waiver of Liability and Indemnification Agreement, I hereby fully and forever release and discharge The Everett, LLC, its principals, agents, employees, successors and assigns from any claims, demands, damages, rights of action or causes of action present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of the presence of my pet in or upon The Everett, LLC premises or property. I fully and forever release and discharge The Everett, LLC, its principals, agents, employees, successors and assigns from any and all negligent acts and omissions arising out of or caused by the presence of my pet or the pet in my possession or control on The Everett, LLC property or premises. By signing this agreement, I also agree to indemnify and hold harmless The Everett, LLC, principals, agents, employees, successors and assigns (the "Indemnified Parties") from any claims, demands, damages, costs including attorney's fees, rights of action or causes of action present or future, whether the same be known or unknown, anticipated or unanticipated, whether grounded in tort, contract, strict liability or otherwise, brought against any or all of the Indemnified Parties as a result of the presence of Guest's pet in or upon The Everett resort property.
18. Guest shall be solely responsible for fully and accurately completing and signing this document and for providing the document to The Everett, LLC no later than 2 weeks prior to guest's scheduled stay.

I further acknowledge and agree that upon receipt of a photocopy, scanned or electronic signature of the fully executed signature page of this document bearing my signature and that of a duly authorized Member, Manager or Agent of The Everett, LLC, shall be sufficient to establish a binding legal agreement in the same way my original signature would suffice.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Pet Owner or Person Responsible for Pet

\_\_\_\_\_  
Print Name

**ANIMAL REGISTRATION FORM**  
*(Pet Owner/Guest to Complete)*

Reservation Date:	
Vacation Rental Reserved:	
Name of Pet Owner or Person Responsible for Pet	
Address:	
Phone:	
Email:	
Animal's Name:	
Animal's Sex:	<input type="checkbox"/> Male <input type="checkbox"/> Female      (Click on appropriate box)
Animal's Breed:	

**The pet owner or person responsible for pet must complete, sign, and return this document to The Everett, LLC at the following email address, no later than 2 weeks prior to guest's scheduled stay.**

**theeverettresort@gmail.com**