

# THE PURRING PARROT®

## Client Information

Owner's Name		Date	
Address			
City		State	Zip Code
Home Phone		Cell	
Email			Driver License
Emergency Contact			Phone
Cell Phone			Email
Persons allowed to pick up and drop off birds			
Cell Phone			Relationship

Check in/check out time is 10AM-530PM Mon-Sat and 11-4 on Sun. Additional charges maybe incurred for early or late check out. Please see fee schedule for rates.

Drop Off Date	Pick Up Date
Drop Off Time	Pick Up Time

How many birds will be staying at the Purring Parrot?	
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We reserve the right to separate quarreling birds to protect their well-being. If separation is necessary a fee will be charged for the additional cage per day from the date of separation. All birds must be free of external parasites and meet the requirements found below for staying at The Purring Parrot. Any birds found to have lice or other parasites will be treated at the Owner's expense.

If Owner's bird/s are flighted and do not stay on their designated cage/stand Owner's bird/s will have to stay in a cage for safety reasons.

### Reservations, Deposit and Cancellation Policy

A credit card is required to make a reservation. Please see below for our cancellation policy.

If you need to cancel please do so within 48 hours **from the time of day** booked of your drop off date or a 25% cancellation fee of the number of days booked will be charged to your credit card. The 10% discount only applies if your bird actually stays here.

**Our 48 hour cancellation policy only applies before your cat has checked in and if entire booking is cancelled.** If you check in later than the original reservation date, without notifying us 48 hours prior to drop off, then you will be charged the full price from original check in date.

**Peak Holidays:** Memorial Day weekend, Fourth of July week, Labor Day weekend, Thanksgiving week, and Christmas week.

There will be no cancellation fee for holidays if cancellations are made 10 days prior to check-in date. Otherwise there is a 25% cancellation fee for the number of days booked. . If you check in later than the original reservation date, without notifying us 10 days prior to drop off, then you will be charged the full price from original check in date.

**For Dec 20-27 the minimum number of nights to book is 5 nights.**

#### TERMS AND CONDITIONS OF THE PURRING PARROT

1. This Contract, which also includes the bird profile, rate form and any other forms required by the Purring Parrot, filled out by Owner, Owner's agent or partner is the sole agreement between the parties and is enforceable to all parties. This is a Contract between The Purring Parrot and the bird(s) Owner(s) whose signature below (hereafter called "Owner"). If any provision in this Contract is found to be invalid or unenforceable it shall not affect the remainder of the Contract.
2. Terms: The term of this Contract shall be from the date signed, and is valid for future lodging arrangements, until a new one is provided, which can be at anytime. All terms and conditions of this Contract shall be binding on the heirs, administrators, personal representatives and assigns of the Owner and The Purring Parrot.
3. Services: There is always risk when exposing your bird to other birds whenever they are not at home. There have been great strides recently in avian research which have shown that there are many diseases for which there is no test or cure. We have put in place certain restrictions to help keep the risk of disease to a minimum for your birds while staying at the Purring Parrot. The Purring Parrot, employees and representatives agree to provide the services to Owner's bird(s) during each visit as indicated on forms that Owner completes or reviews for each of the Owner's bird (s) visits. The Purring Parrot shall keep its premises sanitary and properly enclosed and shall exercise reasonable care while providing the services in this Contract, bird profile and any other forms required by the Purring Parrot, for the bird (s) delivered by the Owner to The Purring Parrot.
4. The utmost care will be given in caring for your bird (s). In consideration of these services and as an express condition thereof, the Owner waives and relinquishes any and all claims against The Purring Parrot, employees or representatives except those arising from the negligence or willful misconduct on the part of The Purring Parrot, employees, or representatives. The Owner further agrees to be solely responsible for any and all acts of behavior of said bird (s) while it is in the care of The Purring Parrot.
5. The Purring Parrot does not accept liability, for bird(s) staying with The Purring Parrot or otherwise handled or cared for by The Purring Parrot, for loss or damage from transferring of parasites from one bird to another, death, running away, theft, fire injury to person, other bird(s), or property by said bird(s), or other unavoidable causes, due diligence and care having been exercised. Owner hereby agrees to release The Purring Parrot, employees or representatives from any liability for injury, loss, or death of Owner's bird(s) from any cause other than our negligent acts or omissions. If the Purring Parrot's negligent acts or omissions are the cause of Owner's bird (s) injury, loss or death, then Owner and The Purring Parrot expressly agree that The Purring Parrot's liability shall, in no event, exceed the lesser of the current chattel value of a bird of the same breed or the sum of \$200 per bird staying at The Purring Parrot.
6. Mandatory Requirements to stay at The Purring Parrot: No bird will be allowed to stay at The Purring Parrot without current veterinary confirmation of an annual exam in the last 12 months

and the following: All birds, must have been tested for the following Psittacosis and if Old World ancestry, PBFD: Psittacine Beak and Feather Disease. There is controversy whether birds should be vaccinated or not so we will defer to your avian vet to see if they think it is necessary or not. Tests results for the above mentioned tests must be within 6 months of boarding and Owner's bird/s must not have boarded with other untested birds after testing was done. If Owner's bird/s were tested and then boarded with untested birds then they must be retested before boarding at The Purring Parrot.

7. Even with the required and recommend tests and precautions it is still possible for a bird to become ill. This is not due to any circumstance or condition at The Purring Parrot and Owner agrees that Owner will not hold The Purring Parrot liable in the even Owner's bird(s) becomes ill during or after its stay.
8. If bird(s) becomes ill or if the state of the bird's health otherwise requires professional attention, The Purring Parrot, in its sole discretion, may engage the services of a veterinarian and the expenses thereof shall be paid by the Owner. All charges incurred by Owner shall be payable upon pick-up of birds), or when billed by The Purring Parrot at address listed on contract.
9. If Owner brings bird(s) food or items from home it must be labeled with pet and owners name unexpired, pest and spoilage-free. If food is found to be spoiled , expired, have pests or inadequate to serve to Owner's bird(s) Owner will reimburse The Purring Parrot for replacement foods or any infestation to The Purring Parrot as a result of contaminated foods brought by Owner to The Purring Parrot. The Purring Parrot will also not be liable for any bird(s) that become ill from foods manufactured outside of The Purring Parrot. The Purring Parrot will also not be responsible for any lost or destroyed items brought from home.
10. Payment is due in full upon check out of bird(s). Owner is expressly authorizes permission to use credit card kept on file for any and all expenses including but not limited to medical bills, outstanding balances or any other expenses related to Owner's bird(s) staying with The Purring Parrot. Boarding of 14 nights or more must be paid at check in and billed out every 14 nights thereafter to a designated credit card of Owner or can be prepaid in full. If payment does not go through and Owner is unreachable the emergency contact will be asked to pick up pet to stay elsewhere.
11. Owner further agrees to pay all costs and charges for special services requested, and all veterinary or medical costs for the bird(s) during the time said bird(s) is in the care of The Purring Parrot. Owner further agrees that the bird(s) shall not leave The Purring Parrot until all charges are paid to The Purring Parrot by Owner. All outstanding charges are due and payable upon completion of services, which will be at pick-up. If all outstanding charges are not paid a lien will be exercised on Owner's bird(s) until all costs have been paid.
12. Abandonment: If Owner or Owner's authorized agent neglects to pick up bird (s) within 14 days of the discharge date, The Purring Parrot, within that time period, may assume that the bird(s) is abandoned and under California civil code 1834.5 is hereby authorized to relinquish the bird(s) to San Diego County Animal Control, or as The Purring Parrot deems best and/or necessary and have no further responsibility for the bird(s). Owner shall remain liable to The Purring Parrot for all unpaid charges including days abandoned, court costs and reasonable attorney's fees incurred in the collection of the charges.

13. If Owner returns home early, payment is due in full for the dates reserved and no refund or credit will be issued.
14. Owner agrees to pay for the reasonable costs of collection in the event that collection efforts become necessary. Owner understands that a service fee of \$25.00 will be assessed for each non-sufficient fund check. There is also a \$25.00 service fee for any unpaid accounts that require a certified letter to be sent. All accounts unpaid after 30 days are subject to a service charge of 1.5% monthly (18% annually) which will be added to balances remaining unpaid in excess of the 30 days. Should this account become delinquent, Owner understands that Owner is responsible for any and all legal fees, court costs and collection charges involved as a result of any collection activity.
15. By signing this Contract and leaving bird(s) with The Purring Parrot, Owner certifies to the accuracy of all information given about said bird(s) on this Contract, bird profile and any other forms required by the Purring Parrot, filled out and signed by the Owner or Owner's agent or representatives and is the sole Owner of the bird(s) and represents that. All pertinent information about the bird(s) health and behavior have been disclosed in this Contract, veterinary certification of all bird(s) veterinary exams and required testing is current, the bird(s) is free from and has not been exposed to any contagious illness within 30 days prior to beginning its stay at The Purring Parrot and that the Owner's bird(s) has no illness or behavior problem (including territorial aggression, aggressive or biting behavior) that has not been disclosed to The Purring Parrot in the writing of Contract, bird profile and any other forms required by the Purring Parrot, filled out by Owner. Owner agrees to indemnify and hold The Purring Parrot, employees or representatives harmless, from and against all loss, damages or expense, including attorney's fees, resulting from misrepresentations by Owner or Owner's agents or resulting from Owner's bird(s) stay including, without limitation, any person claiming to be the Owner's of Owner's bird(s) and any person claiming damage or injury by Owner's bird(s).
16. Owner agrees to notify The Purring Parrot with any concerns within 48 hours after discharge from The Purring Parrot. Owner agrees that Owner shall release any right for compensation relating to Owner's bird(s) or Owner's bird(s) stay unless Owner provides The Purring Parrot with written notice of such claim within twenty (20) days of Owner's bird(s) stay with The Purring Parrot.
17. **Any controversy or claim arising out of or relating to this contract, or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this contract, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any Court having jurisdiction thereof. The arbitrator shall, as part of his award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party. If Owner does not submit Owner's claim to arbitration with sixty(60) days of receiving The Purring Parrot's written denial or dispute of Owner's claim, then Owner shall be forever barred from arbitration or any other remedy.**  
Owner's I.D. \_\_\_\_\_ Purring Parrot I.D. \_\_\_\_\_

18. Photographs/Video: Owner expressly gives permission to the Purring Parrot to use photographs or video footage of Owners bird(s) that are staying at The Purring Parrot. The Owner gives permission for any resulting photographs or video of Owner’s bird(s) to be used for advertising or educational material, understanding that the resulting photographs or videos are the sole property of The Purring Parrot.
19. Owner certifies that their bird(s) are free and clear of all liens and encumbrances and are the legal owner of bird(s).
20. Signatures: Signatures of the main contact person (the Owner), and their spouse or partner(s) are required before any services will be rendered by The Purring Parrot. Owner certifies that ALL owners of bird(s) named in the Contract, bird profile, rate form and any other forms required by the Purring Parrot, filled out by the Owner or Owner’s agent or representative have read , fully understand and agree to all terms and conditions of this Contract and forms, and agree to release The Purring Parrot, its owners, employees and representatives from all liability should Owner’s bird(s) sustain any illness or injuries, mild or severe except those arising from the negligence or willful misconduct on the part of The Purring Parrot, it’s employees, or representatives, and take full responsibility for payment of fees and any and all outstanding charges incurred by The Purring Parrot upon completion of services contracted, which shall be at the time of pick-up of bird (s).
21. The Purring Parrot reserves the right to refuse any bird(s) that appears to be unhealthy, fractious or otherwise not a good candidate for staying at The Purring Parrot.

Owner’s Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_  
 Spouse or Partner’s Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_