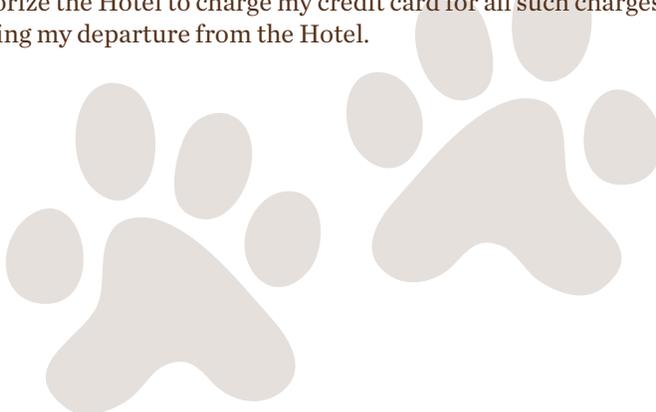




Dog Agreement

The undersigned hereby agrees to the following regulations, terms, conditions, and obligations while staying at Topnotch Resort and Spa (“Hotel”) with his/her dog:

1. I shall keep my dog with me or a designated individual at all times. If I leave my dog unattended in my hotel room, I will secure my dog in a crate. I authorize Hotel staff and third parties retained by the Hotel, including, but not limited to, an animal control officer or humane society representative, to enter my hotel room to address a disturbance created by my dog when I am not in the room. I further authorize Hotel staff and third parties retained by the Hotel to (i) remove my dog from my room if they are not able to quell the disturbance and are not able to reach me by cell phone or I am not able to return, or do not return, to my hotel room within 10 minutes after the call and (ii) arrange for my dog to be transported to a dog boarding facility.
2. I shall prevent noise or any other disturbance by my dog in the interest of other Hotel guests. Should my dog create noise or any other type of disturbance that generates complaints to the Hotel by other occupants or personnel of the Hotel, at the request of the Hotel manager, I shall immediately remove my dog from the Hotel and make arrangements to board my dog elsewhere. If the Hotel provides compensation to Hotel guests affected by my dog, I shall reimburse the Hotel for the cost of such compensation.
3. I shall keep my dog on a leash or in a carrier under my supervision when my dog and I are outside my hotel room. When walking my dog on resort grounds, I shall pick-up dog waste and deposit such waste in outdoor receptacles designated for such waste.
4. I shall keep my dog out of all food and beverage areas, including pool areas, fitness center, and spa. Dogs may be permitted on the Flannel or Roost patio on a case-by-case basis, provided that the restaurant management approves same.
5. I acknowledge that dogs are not permitted inside the resort homes or on resort home lawns, roads, and driveways.
6. I shall reimburse the Hotel the cost of repairing or replacing the furnishings, fixtures, doors, wall, wallpaper, windows, screens, and carpeting in the Hotel and landscaping and outside improvements that are damaged by my dog and shall pay any additional cleaning bills should additional cleaning be required as a result of my dog. I shall reimburse the Hotel the cost of the dog bed (\$75.00) and/or bowls (\$25.00) should I take these items with me when I depart. I authorize the Hotel to charge my credit card for all such charges, even if they are discovered following my departure from the Hotel.





Acknowledgement

The following is information about my dog:

Name: _____

Breed: _____

Size/Weight: _____

Age: _____

Sex: _____

License Number: _____

Rabies Vaccination Date: _____

The following is my information as well as that of my designated contact in case of an emergency:

My Name: _____

Cell Telephone #: _____

Designated Contact Name: _____

Cell Telephone #: _____

In the event of an emergency and/or I cannot be reached, my designated contact will assume full responsibility for my dog. The Hotel staff and third parties retained by the Hotel are authorized to relinquish my dog to my designated contact. The Hotel staff and third parties retained by the Hotel are authorized to transport my dog and arrange for my dog to stay at a dog boarding facility until my designated contact is able to take possession of my dog.



_____ Guest Dog Owner Initials
Page Two of Three



Indemnification

I further agree that I shall assume full and complete responsibility for any personal injury or property damage caused by my dog suffered by any guest, employees, or invitees of the Hotel, including the approved veterinarian and its employees. In the event that a claim is asserted for such personal injuries or property damage, I shall indemnify, defend and hold harmless the Hotel, MetWest Terra Hospitality, LLC, HRI Lodging Incorporated, and TN Resort Stowe, LLC together with their past and present officers, directors, employees, third parties, attorneys, insurers, affiliated companies, successors and assigns, for and against any such claim.

General Release

In consideration of the Hotel, MetWest Terra Hospitality, LLC, HRI Lodging Incorporated, and TN Resort Stowe, LLC. permitting me to house my dog at the Hotel for the duration of my stay, I, and my successors, heirs, and assigns, release and discharge the Hotel, MetWest Terra Hospitality, LLC and TN Resort Stowe, LLC together with their past and present officers, directors, employees, third parties, attorneys, insurers, affiliated companies, successors and assigns, from all actions, suits, debts, bills, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or equity, known or unknown, which I or my successors, heirs, and assigns ever had, now have or hereafter can, shall or may have, and including, but not limited to, any claims relating in any way to my stay at the Hotel relating to the presence of my dog on or about the Hotel premises against or relating to The Hotel, MetWest Terra Hospitality, LLC, HRI Lodging Incorporated, and/or TN Resort Stowe, LLC.

GUEST DOG OWNER:

Signature: _____

Print Name: _____

Date: _____

