

## **Pet-Friendly Hotel Waiver and Indemnification**

I, the undersigned (hereinafter the Guest) hereby irrevocably & unconditionally release & hold harmless from liability the hotel known as Inn at Locust, LP d/b/a The Independent Hotel, located at 1234 Locust Street, Philadelphia, PA 19107 (the "Hotel"), its owners, agents, Hersha Hospitality Management, L.P., and other guests at the Hotel (the "Indemnified Parties") from any and all liabilities, claims, actions, damages, costs, or expenses of any nature whatsoever whether in law or equity, known or unknown, occurring during, caused by, relating to, or arising in any way from bringing my pet on the Hotel premises. By this waiver, I assume any risk, and take full responsibility and waive any and all claims of personal injury, including severe bodily injury, damage to personal property and death relating to or caused by my pet. Further, I hereby indemnify and hold harmless the Indemnified Parties from any and all losses, damages, settlements, judgments, fines, penalties, interest, costs, expenses, liabilities, obligations and claims of any kind (whether or not asserted or sought to be recovered by a third party), including, without limitation, reasonable attorneys' fees and disbursements and other legal costs and expenses (collectively, the "Losses") arising from same.

On behalf of myself, my heirs, assigns and next of kin, I represent and warrant that I agree and will follow the following pet-friendly policy set by the Hotel:

- My pet is a small domesticated dog or cat that weighs no more than 30 lbs. and has gone through obedience training. I understand that no more than two (2) pets are permitted in my guest room at any time.
- I agree to pay a [\$250.00] non-refundable per-stay service fee for my pet (covers up to 2 pets, max.). I understand that additional fees may apply if my pet causes any damage. This includes but is not limited to scratches, broken furniture, chewing damage and carpet damage. Service animals (but not emotional support animals) are exempt from the \$250.00 fee, but Guest will still be responsible for any fees, losses, costs, expenses, liabilities, obligations, or claims of any kind related to or caused by service animal pet.
- I have submitted a valid credit card at check-in as a payment for any or extraordinary cleaning cost related to my pet's stay. By signing this agreement, I expressly authorize the Hotel to charge these costs to my credit card during or after my stay.
- I understand that if my pet is in the guest room during service by anyone (i.e. housekeeper, engineer, room service etc.), my pet must be caged and I must be present.
- I am responsible for the noise my pet creates and will ensure that my pet does not disrupt the quiet enjoyment of other Hotel guest.
- I must properly remove and dispose of any litter or waste associated with my pet while on or around hotel premises and will only take my animal to the restroom off hotel premises or in designated areas. Failure to properly dispose of waste may result in a fine, at hotel's sole discretion, of no more than fifty dollars (\$50).
- I must keep my pet restrained on a leash or in a pet carrier when my pet is outside my guest room.
- I understand that pets are not permitted in the Hotel's food and beverage operations unless my pet is a service animal.
- I agree that, should the hotel management determine in its sole discretion that my pet is objectionable in any manner to other resort guest and employees, I must immediately make other arrangements to house my pet outside the Hotel.
- Should my pet be removed from the hotel for objectionable behavior or for failure to follow any rules outlined herein, I will not be entitled to a refund for my room nor for the pet fee.
- I release the Indemnified Parties and all of their affiliates from any and all liability for any injury and/or damages suffered as a result of my pet's presence at the Hotel.
- I agree that I assume full responsibility for any injury or damage caused or alleged to be caused by my pet and incurred or alleged to be incurred by any guest, employee or invitee of the hotel. I also agree to indemnify, defend and hold harmless the Hotel and its affiliates from and against any and all alleged or actual losses, claims, damages, liabilities, costs and expenses (including attorneys' fees and court costs) suffered by the Hotel, its affiliates or asserted by other hotel guest, invitee employee or person arising out of or in connection with my pet's stay at the Hotel.

- I confirm that my pet has all required and up-to-date vaccinations and inoculations and does not have any communicable illnesses or diseases.
- I agree that, at all times while on Hotel premises, I will ensure that my pet complies with all relevant laws and regulations of Philadelphia, Pennsylvania including any laws or regulations relating to the muzzling of my pet. I understand that I am responsible for any and all citations that I may be issued as a result of disobeying any laws with respect to my pet.

§ I understand that a charge will be posted to my guestroom bill if there is any damage due to my pet, including to a third party.

I HAVE READ AND FULLY AGREE TO THE TERMS OF THIS INDEMNIFICATION, WAIVER AND RELEASE AGREEMENT. I UNDERSTAND AND CONFIRM THAT BY SIGNING THIS AGREEMENT, I HAVE GIVEN UP CONSIDERABLE FUTURE LEGAL RIGHTS. I HAVE SIGNED THIS AGREEMENT FREELY, VOLUNTARILY, UNDER NO DURESS OR THREAT OF DURESS, WITHOUT INDUCEMENT, PROMISE OR GUARANTEE BEING COMMUNICATED TO ME. MY SIGNATURE IS PROOF OF MY INTENTION TO EXECUTE A COMPLETE AND UNCONDITIONAL INDEMNIFICATION AND WAIVER AND RELEASE OF ALL LIABILITY TO THE FULL EXTENT OF THE LAW. I AM 18 YEARS OF AGE OR OLDER AND MENTALLY COMPETENT TO GRANT THIS WAIVER AND ENTER INTO THIS AGREEMENT.

I declare that the foregoing is true and correct.

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Room Number: \_\_\_\_\_

Signature: \_\_\_\_\_

FOR HOTEL USE:

Time of Check-In: \_\_\_\_\_ Initials: \_\_\_\_\_

Time Check-Out: \_\_\_\_\_