

## PET POLICIES AND AGREEMENT

For the health, safety, and enjoyment of all of our guests, staff, and owners, the following Pet Policy has been established:

- 1. One dog per room.
- 2. There is a **\$200** pet fee, <u>per dog</u>, per stay, which will appear as a separate charge on your hotel folio. This excludes an ADA compliant Service Dog.
- 3. There is a \$200 pet fee, <u>per dog</u>, for each undeclared/unapproved dog brought into the hotel.
- 4. Connecting rooms requested by the Guest will incur in a **\$200** pet fee, per dog, per stay, per room. This excludes an ADA compliant Service Dog.
- 5. Please do not bathe your dog in the shower or sink. Failure to abide will result in an <u>additional</u> cleaning fee of **\$200**.
- 6. Dogs are not allowed in rooms other than those in which they were registered. Failure to abide will result in a **\$200** cleaning fee, <u>per room</u>, visited.
- 7. There is a **\$500** cleaning fee, determined solely by management, for a room left in an unsatisfactory condition.
- 8. Guest agrees and authorizes Copamarina Beach Resort & Spa to charge the credit card provided at check-in for any and all damages discovered prior to or after departure, including but not limited to, dog odor and stains, repair or replacement of hotel property, excessive and/or exceptional cleaning or extermination charges, loss of hotel revenue caused by the dog, including an ADA compliant Service Dog 28 CFR 36.30(c)(8).
- 9. At check-in, the Guest must declare/register each dog and/or ADA compliant Service Dog by providing full information and signature required on our 'Pet Policies and Agreement' and the Guest is responsible to strictly abide by all policies.
- We adhere to the ADA definition of Service Dog. When it is not obvious what service a Service Dog provides, Staff may ask two clarifying questions to determine eligibility 28 CFR 36.302(c)(6).
- 11. Except for an ADA compliant Service Dog, dogs are not permitted outside your room. That includes: any food and beverage outlet, pools, beach, spa, gym, or communal areas.
- 12. Dogs must be leashed and under direct restraint at all times outside your room and/or on hotel property.
- 13. Daily Housekeeping is required. Guests may <u>not</u> request a 'Do Not Disturb' status if they have a doa.
- 14. Guests must contact the Front Desk department to arrange for a convenient time for servicing their room.
- 15. Guest is liable for the health, safety, and welfare of their dog at all times.
- 16. Dogs must be clean, fully house-trained, parasite free and disease free (i.e. ticks, fleas, Parvo, etc.).



- 17. Dogs are expected to be quiet, well behaved, and non-destructive.
- 18. Guests will be given an opportunity to eliminate any noise complaints. In the event you are unable to satisfy this clause, you may be asked to leave the hotel without a refund and will be financially responsible for any and all costs associated with any compensation that may be given to appease a disturbed guest(s). There is no limit to these rate adjustments or lost revenue. The payment and/or reimbursement for such damage is payable on demand.
- 19. You are required to clean up after your dog(s) on both hotel property and the surrounding area *City Code 8.02.120*.
- 20. We understand that accidents are sometimes unavoidable. If an accident should occur, please call Front Desk immediately so that we may try to prevent any permanent damage.
- 21. Copamarina Beach Resort & Spa is not responsible for dogs that may exit guest rooms or hotel exit doors, including but not limited to, any escape as a result of hotel staff entry or exit of the premises or access to the guest room.
- 22. Please ask Front Desk to inspect your room upon departure to determine any damage.
- 23. We reserve the right to require room changes, removal of dog(s) from the premises, refuse or discontinue service without refund if in the hotel's sole discretion, the dog is considered dangerous, unhealthy, or likely to frighten, harm, disrupt hotel guests, has damaged hotel property, or for failure to abide by these policies, including an ADA compliant Service Dog 28 CFR 36.302(c)(2).

The undersigned guest has read, fully understands and hereby agrees to comply with this entire Pet Policy and Agreement of which a copy has been received and accepts full financial responsibility of any and all charges as outlined above and agrees to indemnify, hold harmless, and defend the Copamarina Beach Resort & Spa, its owners, agents, and employees from any and all liability, damage, fines, claims, losses, or cost of any type including reasonable attorney's fees, arising out of or relating to any claim for personal injury or property damage caused by the dog(s) or Service Dog(s), and agrees to make reimbursement for such damages on demand. The undersigned further agrees to release, waive, and forever discharge, and covenant not to sue Copamarina Beach Resort & Spa related in any way to this agreement.

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Signo	ature			
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Date		•		



## **LEGEND**

### 1. **28 CFR 36.302 (c) (6):**

**Inquiries.** A public accommodation shall not ask about the nature or extent of a person's disability, but may make two inquiries to determine whether an animal qualifies as a service animal. A public accommodation may ask if the animal is required because of a disability and what work or task the animal has been trained to perform. A public accommodation shall not require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal. Generally, a public accommodation may not make these inquiries about a service animal when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability (e.g., the dog is observed guiding an individual who is blind or has low vision, pulling a person's wheelchair, or providing assistance with stability or balance to an individual with an observable mobility disability).

# 2. 28 CFR 36.302 (c) (8):

**Surcharges.** A public accommodation shall not ask or require an individual with a disability to pay a surcharge, even if people accompanied by dogs are required to pay fees, or to comply with other requirements generally not applicable to people without dogs. If a public accommodation normally charges individuals for the damage they cause, an individual with a disability may be charged for damage caused by his or her service animal.

#### 3. City Code 8.02.120:

**Defecation**. If an animal defecates on any street, sidewalk or other public place or on any private property without the consent of the owner of the property, it shall be unlawful for the owner or custodian of the animal to fail to clean up the defecation and remove it for disposal without unreasonable delay and in a manner allowed by law.

## 4. **28 CFR 36.302 (c) (2):**

**Exceptions**. A public accommodation may ask an individual with a disability to remove a service animal from the premises if:

- (a) The animal is out of control and the animal's handler does not take effective action to control it; or
- (b) The animal is not housebroken.