

All About the Paw, LLC
8302 Ball Ground Hwy
Ball ground, GA 30107
678-243-8843

Boarding and Services Agreement

NOTICE TO THE PET OWNER/GUARDIAN:

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE PAWINGTON, LLC (referred to in this agreement as "ALL ABOUT THE PAW, LLC"), AND RELATED PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY AND UNDERSTAND ITS EFFECT, POLICIES, PROCEDURES, PET RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENTS.

In consideration for my pet(s) _____ being permitted to be a pet guest at All About the Paw, LLC, by signing this document, I _____, Owner/Guardian, make the following representations, certify the accuracy of all information provided to All About the Paw, LLC at any time, and agree to all the following policies, procedures, terms and conditions stated below in this All About the Paw, LLC Boarding and Services Agreement.

Policies, Procedures, Terms and Conditions

- 1. Owner/Guardian.** I represent that I am the owner and/or authorized guardian of my pet and I am fully authorized to enter this agreement.
- 2. Refusal of Service.** I understand All About the Paw, LLC reserves the right to deny admittance to any pet for any reason, at any time.
- 3. Pet Requirements:** I represent that my pet meets all of the following requirements: (1) is four months of age or older, (2) is current on his/her required vaccinations, (3) is on a monthly flea and tick preventative medication, (4) has been in good health for the last 30 days prior to check-in, (5) my pet is not aggressive or toy protective, (6) I have completed the Dog or Cat Profile, (7) my dog will enter and exit All About the Paw, LLC facility on a leash, and (8) my cat will enter and exit All About the Paw, LLC facility in a cat carrier.
- 4. Health.** I represent that my pet has not had any contagious illnesses of any kind for 30 days prior to check-in. I am aware and understand that All About the Paw, LLC employees are not veterinarians and do not have backgrounds in animal medicine. All About the Paw, LLC employees cannot diagnose or detect illnesses in the pets that are staying at All About the Paw, LLC. I agree to assume all risk associated with the administration of medication by All About the Paw, LLC during my pet's stay. In addition, I acknowledge and am aware that vaccines do not protect against all contagious illnesses that may affect my pet. I HEREBY AGREE TO INDEMNIFY ALL ABOUT THE PAW, LLC, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AGAINST ANY CLAIMS MADE AGAINST ALL ABOUT THE PAW, LLC, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS AS A RESULT OF MY FAILURE TO INFORM ALL ABOUT THE PAW, LLC OF ANY PRE-EXISTING MEDICAL CONDITIONS THAT MY PET MAY HAVE.

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Flea and Ticks. I agree that if any fleas or ticks are discovered on my pet during check-in or at any other time while my pet is receiving services at All About the Paw, LLC, that All About the Paw, LLC may administer a flea bath and flea spot treatment at my expense.

5. **Veterinarian Care.** I agree to allow All About the Paw, LLC to obtain veterinarian medical treatment for my pet, if, in its sole discretion it appears that, the pet is ill, injured, or exhibits any other behavior that would reasonably suggest that my pet might need medical treatment. Medical treatment may require transportation of my pet to receive care and I hereby authorize such transportation. I grant All About the Paw, LLC full authority to make decisions involving the medical treatment of my pet during its stay at All About the Paw, LLC. I agree that I am fully responsible for the cost of any such medical treatment and transportation.

_____ **I wish all measures to be taken regardless of cost.**

_____ **I wish all measures up to \$_____ be taken.**

6. **Veterinarian Liability:** I agree that I am assuming all risk of illness, disease, harm or otherwise to my pet by allowing my pet to participate in services at All About the Paw, LLC. Furthermore, I agree that I am assuming all risk of the consequences associated with any decisions made by All About the Paw, LLC, relating to the medical care and transportation of my pet. I agree to be solely financially responsible for any and all veterinarian care of my pet while in the care of All About the Paw, LLC, or as a result from time spent at All About the Paw, LLC. IN ADDITION, I AGREE THAT IF MY PET IS INJURED BY ANOTHER PET, I HEREBY RELEASE ALL ABOUT THE PAW, LLC, ITS OWNERS, EMPLOYEES, AND AGENTS FROM ALL LIABILITY AND FINANCIAL RESPONSIBILITY FOR SUCH INJURY. I FURTHER UNDERSTAND THAT IF MY PET BITES A HUMAN OR PET, THAT ALL ABOUT THE PAW, LLC MAY CONTACT THE APPROPRIATE AUTHORITIES.
7. **Transportation.** I agree that if my pet is transported to or from All About the Paw, LLC by All About the Paw, LLC, its employees or agents that I AGREE TO HOLD ALL ABOUT THE PAW, LLC, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS HARMLESS IN THE EVENT OF INJURY OR ACCIDENT DURING TRANSPORTATION.
8. **Dog Daycare.** I understand that All About the Paw, LLC is a cage-free facility utilizing playgroups where multiple dogs interact. I understand that dogs play with their mouth and paws, which can result in nicks and scratches on my pet. While All About the Paw, LLC provides reasonable care and supervision in the playgroups, I understand and agree that All About the Paw, LLC employees may not notice these nicks or scratches before my pet's departure and, therefore, I might not be notified.
9. **Aggressive Dogs.** I certify that my dog is not aggressive and I understand that aggressive dogs are not permitted to participate in services at All About the Paw, LLC. If my dog acts aggressively or exhibits unacceptable behavior, he/she may be separated from the other dogs. I authorize All About the Paw, LLC to use squirt bottles, citronella spray, and in extreme cases, muzzles to control my pet for the protection of other pet guests and humans.
10. **Abandonment Notice.** I fully understand and agree that if my pet is not picked up by myself or an authorized representative within 14 calendar days after the day my pet is scheduled to depart, that

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my pet shall be deemed “abandoned” in accordance with California Civil Code 1834.5 and 1834.6. I understand if I abandon my pet at All About the Paw, LLC, All About the Paw, LLC, in its sole discretion, will try to re-home my pet, or relinquish my pet to a legal shelter of its choice. I FULLY UNDERSTAND AND AGREE THAT IF I ABANDON MY PET AT ALL ABOUT THE PAW, LLC, I MAY BE UNABLE TO RETRIEVE MY PET AND WILL HAVE NO RECOURSE AGAINST ALL ABOUT THE PAW, LLC.

In addition, I understand that I will still be responsible for the unpaid charges incurred for my pet’s stay.

- 11. Photo and Video Release.** I agree to allow All About the Paw, LLC to use any images or videos taken while he/she is in the care of All About the Paw, LLC, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials.
- 12. Personal Property.** I agree that All About the Paw, LLC shall not be responsible or liable for any lost, stolen, or damaged personal property belonging either to my dog or me. I also understand and agree that my dog’s collar will be removed in the play area to prevent injury. This includes flea collars.
- 13. GPS Collars.** We strongly recommend that GPS collars are removed prior to entering the facility. Due to playing and exercising, GPS collars may fall off on the premises. All About the Paw, LLC is not liable for lost property, including GPS collars.
- 14. Service Fees.** I agree to pay for all fees, services, and products with a credit card, cash, or check at the time of my pet’s pickup from each visit at All About the Paw, LLC. I give express permission to All About the Paw, LLC to charge any of the credit card numbers provided for any unpaid fees, services, or products. I further agree to pay the cost of any check or debit charges returned or challenged for any reason.
- 15. Reservations.** I understand that confirmed reservations are required for boarding services at All About the Paw, LLC. I understand there is a three (3) night minimum for all boarding reservations during any Peak/Holiday periods. There are some Peak/Holiday periods that only require a 2 night minimum. For these dates, please contact the front desk. A deposit of \$50.00 is required to book a stay and will be applied to my boarding bill.
- 16. Cancellations. Non-holiday/non- peak policy:** I understand that all confirmed reservations must be cancelled at least three (3) days prior to my pet’s reserved arrival date. I further understand that a cancellation made within three (3) days of my pet’s arrival date or a no-show will result in forfeiting my deposit of \$50.
- 17. Rescheduling Boarding:** If a boarding visit is rescheduled, the original check in date will remain the reference point of any cancellation. If a boarding stay is then cancelled within our cancellation period of the original check in date, it will result in a cancellation fee.
- 18. Check-in & Check-out Times.** I understand that check in times are 10:00 AM and 4:00 PM. Check out time is 12:00 PM. I understand checking my pet out after 12:00 PM. will begin normal daycare rates. This allows ALL ABOUT THE PAW, LLC to keep feeding and activity schedules consistent. I also understand that checking out after 5:00 P.M. incurs an additional Boarding fee dependent on room necessary to accommodate your pets.
- 19. Early departure:** Regardless of reason, once a pet’s stay has begun, I understand that I am responsible for payment of all days reserved, regardless of picking my pet up prior to the scheduled departure date.
- 20. Duty to Disclose.** I represent that I have disclosed and shall continue to disclose, any and all medical conditions or any other conditions, including, but not limited to, personality concerns or

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behaviors that may affect, limit, or prevent my pet's ability to participate in services provided by All About the Paw, LLC. **I understand that All About the Paw, LLC is relying on and will rely on those representations to provide a safe environment for both humans and animals.**

21. Controversy or Claim. I agree that any controversy or claim arising out of, or relating to this contract, or breach thereof, or as the result of any claim or controversy including the alleged negligence by any party to this contract, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. I further agree that judgment upon award rendered by an arbitrator may be entered in any Court having jurisdiction thereof and the arbitrator shall, as part of his award to the prevailing party, the cost of such arbitrations and reasonable attorney's fee of the prevailing party.

22. WAIVER, RELEASE AND INDEMNIFICATION. I RELEASE, WAIVE, DISCHARGE, INDEMNIFY AND AGREE TO HOLD ALL ABOUT THE PAW, LLC, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FOR ANY AND ALL MANNER OF DAMAGES, INJURY, CLAIMS, LOSS, LIABILITIES, COSTS OR EXPENSES, ATTORNEY'S FEES, CAUSES OF ACTION OR SUIT, WHATSOEVER IN LAW OR EQUITY, ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED BY ALL ABOUT THE PAW, LLC, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS INCLUDING WITHOUT LIMITATION: (1) ANY INACCURACY IN ANY STATEMENT MADE BY MYSELF OR INFORMATION PROVIDED BY ME TO ALL ABOUT THE PAW, LLC, (2) MY PET, INCLUDING BUT NOT LIMITED TO DISTRUCTION OF PROPERTY, DOG BITES, INJURY, AND TRANSMISSION OF DISEASE, AND (3) ANY ACTION BY MYSELF THAT IS IN BREACH OF THE TERMS OF THIS AGREEMENT.

23. Sole Agreement. This writing represents the sole agreement between All About the Paw, LLC and the Owner/Guardian.

24. Affirmation. Each time I bring my pet into All About the Paw, LLC, I am re-affirming the terms of this agreement, including updated claims, and the truthfulness and accuracy of all the statements I have made in this agreement.

I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT AND UNDERSTAND THAT I WILL GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO PAWINGTON LLC, ITS OWNERS, OFFICERS, EMPLOYEES AND AGENTS TO THE GREATEST EXTENT PERMITTED BY LAW. I FURTHER AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

***I hereby understand that these claims are subject to change without notice.**

Signature of Owner/Guardian: _____

Date: _____