PASSAGE EAST KENNELS SERVICE AGREEMENT & WAIVER | Updated November 1, 2019

Hi there! Please take a few minutes to carefully review the terms and conditions of service at Passage East Kennels. In addition to our general policies & health requirements, this agreement includes authorization to charge your credit card for services rendered and veterinary costs incurred, as well as an acknowledgement of risk, waiver, and release of liability, as is standard practice at any professional pet care facility. If you have questions regarding any of these policies, please don't hesitate to call, email, or ask a manager. Thank you for choosing Passage East as your dog's home away from home!

The following AGREEMENT (hereinafter referred to as "Agreement") is entered into by and between PASSAGE EAST KENNELS (hereinafter referred to as "PEK") and the CLIENT (hereinafter referred to as "Client") whose printed name and signature are physically or electronically signed below.

1. GENERAL TERMS & CONDITIONS

<u>1.1</u> BOARDING & DAYCARE DROP OFF AND PICK UP. PEK is open for drop-off and pick-up between 8 AM-11 AM and 3 PM-6 PM Monday-Friday and 9 AM-11 AM and 3 PM-5 PM Saturday-Sunday. The Client understands that drop-off or pick-up outside of these hours must be prearranged with a staff member and that, if accommodated, an additional fee may be charged to the Client's credit card.

1.2 VACCINATION REQUIREMENTS. All dogs boarding or attending daycare at PEK must be current on their Rabies, Distemper/Parvo, and Bordetella vaccinations. Dogs receiving grooming services only are required to be current on their Rabies and Distemper/Parvo vaccinations; the Bordetella vaccine is not required, but is recommended.

The oral and intranasal forms of the Bordetella vaccine contain a live virus which dogs can shed into the environment for a brief period following vaccination. For this reason, dogs getting the intranasal or oral vaccine must have it done at least 7 days prior to any boarding or daycare reservation at PEK. If the vaccination must be done less than 7 days before a reservation, PEK will only accept dogs who have received the injected (killed virus) form of the vaccine.

The Client understands that valid and up-to-date vaccination records must be provided in order for their dog to receive services at PEK. PEK reserves the right to refuse service if any of the above requirements are not met.

<u>1.3</u> PARASITE PREVENTION & REQUIREMENTS. All dogs boarding or attending daycare at PEK must have had a fecal test negative for ova and parasites, including Giardia, done within 6 months of any reservation. Dogs receiving grooming services only must have had a fecal test negative for ova and parasites, including Giardia, done within 12 months of any appointment. If a dog's most recent fecal test was positive for any ova or parasites, they must be treated and all dogs in that household re-tested with negative results before returning to PEK.

The Client understands that if their dog is presented for service without valid proof of the above requirements, their dog will be quarantined and the Client will be charged a special handling fee of \$20 per night for the duration of the dogs stay or until negative results are obtained from a veterinarian. If it is the Client's preference, PEK will obtain a fecal sample from their dog and bring it for testing at the Client's expense. If the Client's dog is observed to have parasites during their visit, a fecal sample will be obtained and the dog will be quarantined and treated at the Client's expense. If the Client's dog is discovered to have fleas or ticks, the dog will also be bathed and treated at the Client's expense.

<u>1.4</u> PEAK PERIOD CANCELLATION POLICY. In order to best accommodate all our clients, we ask that clients provide notice of GREATER THAN 4 DAYS (96 hours) prior to their dog's scheduled arrival if they need to cancel a peak boarding reservation. PEK's peak periods are defined as follows:3 days before and 3 days after any federal holiday, all school vacations, and the months of July and August. The Client understands that if they cancel a peak boarding reservation LESS than 4 days (96 hours) prior to their dog's scheduled arrival, 20% of their total boarding reservation will be charged to the Client's credit card. If the Client fails to show for their dog's peak reservation and provides NO notice of cancellation, the Client understands that the full cost of their reservation will be charged to their credit card.

<u>1.5</u> INTACT POLICY. The Client understands that if their dog is 6 months or older and not spayed or neutered, an additional fee of \$10 per night for boarding and \$5 per day for daycare will be charged to the Client's credit card.

2. PAYMENT AND CREDIT CARD AUTHORIZATION

2.1. **PAYMENT FOR SERVICES.** The Client agrees to pay for all services provided by PEK before their dog is released. The Client understands that they must provide a valid credit card prior to boarding and gives permission for PEK to charge this card for any unpaid services or products upon the date of completion. The Client agrees to pay any collections costs and the cost of any returned check or debit charges. The Client understands that any outstanding balance must be paid in full before their dog(s) can return to PEK.

2.2. VETERINARY CARE AND EXPENSES. In the event that the Client's dog appears to be ill or at risk of experiencing any medical problem, PEK will immediately contact the Client for instructions prior to seeking veterinary care. If the Client can't be reached, the Client agrees that PEK may use its reasonable discretion in seeking veterinary care for their dog. PEK will attempt to use the Client's preferred veterinarian, but if that veterinarian is unavailable or other circumstances mandate, the Client authorizes PEK to use the veterinarian of its choice. The Client agrees that PEK will not be liable for the actions and decisions of the veterinarian, nor for any veterinary costs incurred.

The Client agrees to be responsible for any reasonable fees assessed by PEK for emergency care and transportation. The Client assumes full responsibility for payment of all veterinary services rendered and agrees to make payments directly to the attending veterinarian or reimburse PEK if direct payment cannot be made.

3. WAIVER AND RELEASE

3.1. PHOTOGRAPHS & MEDIA. Photographs and videos of pets and customers are regularly taken on location at PEK for marketing and other purposes. The Client acknowledges that all such images, together with prints and copyrights, therein are the property of PEK. The Client gives PEK permission to use, reproduce, and alter these videos and images without compensation to the Client and waives the right to approve the finished product(s) used in conjunction with these images.

3.2. DUTY TO DISCLOSE. The Client agrees that all information they have provided to PEK regarding their dog(s) is true and accurate to the best of their knowledge. The Client further agrees to disclose on a continuing basis any and all information that may impact the health and safety of their dog, other dogs, and employees at PEK, including, but not limited to, medical and behavioral conditions, incidents, or concerns.

3.3. **ABANDONMENT OF ANIMALS.** The Client understands that if they have not picked up their dog within 5 days after the agreed upon pick-up date, a certified letter will be sent regarding the animal's abandonment. Should the animal not be removed within the specified time, the Client hereby relinquishes all claims to that animal, but shall not be relieved from contractual liability of any treatment, boarding, or care furnished.

3.4. ACCEPTANCE & ASSUMPTION OF RISK. At PEK, our first priority is keeping your dog as happy and healthy as possible during their stay. Although animals are supervised by multiple staff members at all times, there are inherent risks present in any environment where dogs interact with humans and/or socialize with other dogs. Common risks include scratches, cuts, and sprained joints as a result of activity or accident. Diarrhea is another common condition sometimes associated with a sudden change in diet or adjustment to a new routine. Furthermore, while our staff carefully screens each dog for signs of aggression and does not allow known aggressive dogs to participate in group socialization, it is possible for an altercation to break out even among friendly dogs. Common areas for dog bites or other injuries resulting from fights to occur are the ears, snout, paws, and the tuft of the neck.

Dogs socializing in any environment, including dog parks, hiking trails, veterinary offices, grooming salons, and pet stores, can contract transferable diseases or infections from other dogs. Even when properly vaccinated, it is still possible for dogs to contract a strain not covered by the required vaccines. Additionally, illnesses like canine cough have an incubation period of 3-14 days, meaning that dogs can actively spread the illness without exhibiting symptoms. PEK takes every precaution to manage the above risks through strict enforcement of our health, sanitation, and safety policies and procedures. In the event that any illness, injury, or concerning behavior is observed at PEK, a manager will contact me or a designated emergency contact immediately using the information I have provided.

The Client acknowledges and assumes responsibility for the aforementioned risks and agrees that PEK will not be liable for any claims of injury, illness, damage, or, in the extremely unlikely case, death to the Client's dog, nor will PEK be liable for consequential damages under any circumstances. The Client further agrees that PEK will not be responsible for any lost or damaged personal property left at Passage East Kennels during their dog's visit.

By signing or electronically agreeing to this Agreement, I, the Client, hereby agree to all policies and conditions set forth above by PEK and grant permission for future care without the need for additional authorization after the date of physical or electronic signature.

Client's Name (Please Print): _____

Client's Signature: _____