

Wagging Lounge Dog Resort

SERVICES AGREEMENT and RULES & REGULATIONS

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. PLEASE READ CAREFULLY AND SIGN.

This is an AGREEMENT between WAGGING LOUNGE, INC., doing business as "WAGGING LOUNGE DOG RESORT" and the **Owner/Guardian** whose name is _____ and whose signature appears at the end of the document (hereinafter called "Owner/Guardian"). Following are the terms of service for the stay of the Owner/ Guardian's Dog (Name) _____ (the "Dog") & Dog (Name) _____ (2nd Dog) as a reservation or daycare stay at WAGGING LOUNGE DOG RESORT. By signing below, in consideration of the services rendered by WAGGING LOUNGE DOG RESORT to the Dog(s), Owner/Guardian acknowledges reading, understanding, and accepting the statements herein.

AGREEMENT TO PARTICIPATE AND LIABILITY WAIVER: Owner/Guardian understands certain "activities" that the Dog may participate in, including daycare, grooming, training, boarding, one-on-one play, movement within and outside the facility, involve risk and possible injury, including but not limited to: exposure to parasites, viruses, and other medical conditions passed from dog-to-dog or person-to-dog; sprains, strains, bites, broken bones, fatigue, dehydration, nicks, cuts, and loss of Dog or death.

Owner/Guardian further understands that not each and every potential risk can be listed above, but nonetheless agree that the benefits associated with dog socialization outweigh the possible risks, therefore, Owner/Guardian hereby voluntarily releases, forever discharges, and agrees to hold harmless and indemnify WAGGING LOUNGE DOG RESORT and its agents, successors, heirs, from any and all liability, claims, demands, actions, or rights of action, which are related to, arise out of, or are in any way connected with the Dog's participation in activities at WAGGING LOUNGE DOG RESORT, including those allegedly attributable to the negligent acts or omissions of WAGGING LOUNGE DOG RESORT or their staff.

Further, Owner/Guardian understands that Owner/Guardian may be exposed to certain risks when bringing the Dog to participate in activities at WAGGING LOUNGE DOG RESORT or when picking up the Dog from participating in activities at WAGGING LOUNGE DOG RESORT. Such risks may include property damage and/or physical injury inside or outside the facility, such as from falling, slipping, illness, and/ or dog bites. Therefore, Owner/Guardian hereby voluntarily releases, forever discharges, and agree to hold harmless and indemnify WAGGING LOUNGE DOG RESORT its agents, successors, heirs from any and all liability, claims, demands, actions, or rights of action, which are related to, arise out of, or are in any way connected with the Dog's participation in activities at WAGGING LOUNGE DOG RESORT, including those allegedly attributable to the negligent acts or omissions of WAGGING LOUNGE DOG RESORT or their staff.

AUTHORIZATION OF MEDICAL CARE: If the Dog is ill or injured while participating in activities at WAGGING LOUNGE DOG RESORT, WAGGING LOUNGE DOG RESORT will make every reasonable effort to reach Owner/Guardian pursuant to the contact information Owner/Guardian has provided WAGGING LOUNGE DOG RESORT. However, if WAGGING LOUNGE DOG RESORT is unable to reach Owner/Guardian, Owner/Guardian grants consent to WAGGING LOUNGE DOG RESORT to seek appropriate veterinary care and Owner/Guardian accepts responsibility for any and all associated expenses. WAGGING LOUNGE DOG RESORT will not pay any portion of veterinary expenses associated with seeking medical care for the Dog if so necessary. In the event of the Dog's death, the Owner/Guardian or the Owner/Guardian's emergency contact will be notified immediately.

CONTAGIOUS DISEASES & VACCINATIONS: Owner/Guardian specifically represents to WAGGING LOUNGE DOG RESORT that, to Owner/Guardian's knowledge, the Dog has not been exposed to any contagious diseases within the 30 day period prior to check-in. Owner/Guardian understands that each time the Dog is brought to WAGGING LOUNGE DOG RESORT, Owner/Guardian is recertifying that the Dog is in good health and has not had any communicable illness of any kind for 30 days prior to check-in. Owner/Guardian also confirms the Dog meets WAGGING LOUNGE DOG RESORT'S vaccination requirements during the Dog's stay and play.

ALLERGIES, SPECIAL DIETS, MEDICATIONS: Owner/Guardian agrees to disclose to WAGGING LOUNGE DOG RESORT any allergies the Dog may have. Owner/Guardian further agrees to disclose to WAGGING LOUNGE DOG RESORT any special dietary needs or medications the Dog may require if necessary during activities at WAGGING LOUNGE DOG RESORT. This disclosure may be made through the Pet & Parent Application process.

AGED/SENIOR & SPECIAL CONDITION PETS: Although the lifespan of a dog varies from breed and size, ALL dogs from age 8 years and up are considered a "Senior Pet" and must have a Senior Pet Release Form completed and signed. Although WAGGING LOUNGE DOG RESORT will take reasonable care of all guests, young and old, the pet parent acknowledges that daycare/boarding services may initiate stress-related problems in aged and special condition pets. Pet owner further agrees not to hold WAGGING LOUNGE DOG RESORT responsible for problems related to dog's age & special conditions.

PHOTOGRAPHS AND VIDEO: Owner/Guardian authorizes use of the Dog's visual image(s) and statements in newsletters, website, posters, social media, and other materials. I hereby waive any copyright or other rights to these photos and videos in perpetuity to WAGGING LOUNGE, INC.

BEHAVIOR: Owner/Guardian affirms that the Dog does not have a history of biting or harming people or other animals.

AGREEMENT TO PAY: WAGGING LOUNGE DOG RESORT accepts cash and credit cards. Owner/Guardian agree to pay the service rates in effect for the Dog's participation in activities at WAGGING LOUNGE DOG RESORT. Owner/Guardian further agrees to pay for any additional services requested at WAGGING LOUNGE DOG RESORT. All services must be paid in full before the Dog will be released to Owner/Guardian or proper payment arrangements are agreed upon by both parties (Owner/Guardian & WAGGING LOUNGE DOG RESORT).

DAMAGE: Owner/Guardian accepts the responsibility of paying for any damage to facility, property, and/or equipment caused by their Dog.

RIGHT TO DECLINE: Owner/Guardian understands that WAGGING LOUNGE DOG RESORT reserves the exclusive right to decline participation or to terminate participation in activities at WAGGING LOUNGE DOG RESORT to any Dog at any time for any reason.

VALID DATES: These agreements, waivers, and authorizations will remain valid and in force as long as and whenever the Dog participates in any activity at or with WAGGING LOUNGE DOG RESORT. All new dogs added to a family are under the same agreement and obligations.

CANCELLATION POLICY: For non-holidays, please notify us of your cancellation 48-hours in advance. For holiday reservations, we require 5-day advance notice and a non-refundable deposit for the first night at the time of reservation. If we do not receive your cancellation within the timeframe listed above you will be charged 50% of your scheduled boarding stay. No shows will be charged for the reservation in its entirety.

ACKNOWLEDGEMENT: This Agreement contains the entire agreement between the parties. All terms and conditions of this Agreement shall be binding on the heirs, administrators, personal representatives and assignees of the Owner/Guardian and WAGGING LOUNGE DOG RESORT. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this Agreement, shall be settled in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any Court having jurisdiction thereof. The arbitrator shall, as part of the award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party. The arbitrator(s) shall apply Maryland law to the merits of any dispute or claim, without reference to conflicts of law rules. The parties hereby consent to the personal jurisdiction of the state and federal courts located in Maryland and agree that such courts shall have the sole and exclusive jurisdiction for any action or proceeding arising from or relating to this Agreement or relating to any arbitration in which the parties are participants. THE PARTIES HAVE READ AND UNDERSTAND THE ABOVE, WHICH DISCUSSES ARBITRATION. THE PARTIES UNDERSTAND THAT BY SIGNING THIS AGREEMENT THAT THEY WILL SUBMIT ANY CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH OR TERMINATION THEREOF, TO BINDING ARBITRATION, AND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF THE PARTY'S RIGHT TO A JURY TRIAL AND RELATED TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE RELATIONSHIPS BETWEEN THE PARTIES.

Owner/Guardian:

Signature _____ Date: _____

Name (Print) _____

SERVICES AGREEMENT and RULES & REGULATIONS Cont.

RULES & REGULATIONS

OVERNIGHT RESERVATIONS

A room can ONLY be guaranteed if your reservation is confirmed in advance. To confirm your reservation, we require:

- **Proof of your dog's current vaccinations from your vet. This can be emailed to WAGGING LOUNGE DOG RESORT at waggingloungedogresort@gmail.com.**
- **Signed copies of the Wagging Lounge Services Agreement/Rules & Regulations Form and Pet & Parent Profile Forms.**

VACCINATIONS & HEALTH POLICY

We require a Veterinarian Certificate indicating proof of vaccination for Rabies, DHPP, and Bordetella (Canine Cough). We require the Bordetella vaccination be administered every 6 months. If the Bordetella vaccine has never been given, or if it has expired, a 7 day waiting period is required after the administration. For all other vaccinations, a 24 hour waiting period is required after the first administration of a vaccination or if it has expired. Have your veterinarian email a copy to waggingloungedogresort@gmail.com

HOURS & LATE PICK-UP POLICIES

Regular Daycare Business Hours: Monday – Friday 7am – 7pm and Saturday 9am – 6pm. Please note that all guests must be checked out 30 minutes prior to closing time. NO Daycare on Sunday. Hours are subject to change without notice. All guests will be immediately checked into Boarding (will be charged \$54 per dog for accommodations and may incur other late fees) after closing time.

OVERNIGHT CHECK-IN/OUT POLICY:

Boarding Check-in/Check-out may occur any time from 7am to 6:30pm Monday thru Friday, 9am to 5:30pm Saturday, and 2pm to 5pm Sunday Hours are subject to change without notice. **BOARDING Late Policy:** There is a \$54 per dog fee if the guest is picked up after closing time on departure day.

FLEA & INTERNAL PARASITE CONTROL

All guests must have been treated with an effective form of tick & flea control treatment. If external parasites are discovered upon check-in, guests will be immediately dismissed or treated (by Wagging Lounge discretion) with an effective form of flea/parasite control at owner/guardian's expense and additional private room charges may apply at the owner/guardian's expense.

AGE REQUIREMENTS

All guests staying at WAGGING LOUNGE DOG RESORT must be at least 16 weeks old. To join daycare, all guests must be spayed or neutered, unless under 7 months of age. Once they are over 7 months of age they must be spayed or neutered in order to socialize with the other guests in our daycare. Dogs in Heat: Female dogs in heat can stress our other guests and are not accepted.

TEMPERAMENT EVALUATION

To ensure the safety of all other guests and employees, all Daycare/Boarding guests must undergo a temperament Evaluation before taking part in social activities.

PRIVATE ACCOMMODATIONS

If your dog is not social with other dogs, or requires one-on-one attention, for the safety of our guests, he/ she is required to stay in a WAGGING LOU Private Day Stay program. Please note that Wagging Lounge has sole discretion on whether dogs may take part in social activities.

PERSONAL BELONGINGS

As a full-service dog resort, we provide the comforts of home including premium dog bedding, blankets, and bowls. That said, you're welcome to bring your pet's favorite blanket or toy (larger than a standard tennis ball) with a familiar scent—just clearly mark their items. Please limit to two items. WAGGING LOUNGE DOG RESORT cannot guarantee their condition upon check-out. The resort is not responsible for lost or damaged personal items.

FEEDING/MEDICATION

Owners are encouraged to bring their own brand of dog food as most dogs are sensitive to sudden dietary changes. Please provide ample food for your dog's entire stay. Alternately, owners may purchase in-house food for as little as \$2 a day. WAGGING LOUNGE DOG RESORT proudly serves EUKANUBA Brand dog food. If your dog requires medication, please make sure it is labeled, in original prescription containers, and that dosage instructions are included.

HEALTH

All guests must be in good health with no open wounds, cuts, or stitches.

BEHAVIOR

WAGGING LOUNGE DOG RESORT does not allow dogs that have caused injury or shown aggression toward humans or other dogs.

CANCELLATIONS & PAYMENT & HOLIDAY MINIMUM STAY POLICY

For non-holidays, please notify us of your cancellation 48-hours in advance. For holiday reservations, we require 10-day advance notice and a non-refundable deposit for the first night at the time of reservation. **If we do not receive your cancellation within the timeframe listed above you will be charged 50% of your scheduled boarding stay. No shows will be charged for the reservation in its entirety. We have a minimum stay requirement of (3) nights for peak holiday periods as referenced below: Three-night minimum stay: July 3-6 | November 24-27 | December 23-26**

ASSUMPTION OF RISK: OWNER/GUARDIAN ACKNOWLEDGES AND IS AWARE THAT EMPLOYEES OF WAGGING LOUNGE DOG RESORT ARE NOT VETERINARIANS AND DO NOT HAVE BACKGROUNDS IN ANIMAL MEDICINE AND ARE NOT EXPECTED TO DIAGNOSE OR DETECT ILLNESSES IN THE GUESTS THAT ARE STAYING AT WAGGING LOUNGE DOG RESORT. IN ADDITION, OWNER/GUARDIAN ACKNOWLEDGES AND IS AWARE THAT VACCINES DO NOT PROTECT AGAINST ALL COMMUNICABLE ILLNESSES THAT MAY AFFECT A GUEST. OWNER/GUARDIAN ACKNOWLEDGES AND AGREES THAT THEY ARE ASSUMING (I) ALL RISK OF ILLNESS, DISEASE, HARM OR OTHERWISE TO THEIR DOG BY ALLOWING THEIR DOG TO STAY AT WAGGING LOUNGE DOG RESORT AND (II) ALL RISK OF DAMAGES CAUSED BY THEIR DOG TO OTHER DOGS, TO ANY WAGGING LOUNGE DOG RESORT EMPLOYEE, AGENT OR TO ANY WAGGING LOUNGE DOG RESORT ASSET AND THAT WAGGING LOUNGE DOG RESORT SHALL HAVE NO LIABILITY FOR ANY HARM TO SUCH DOG. I have read and fully understand "Wagging Lounge Dog Resort Rules & Regulations" and agree to abide by them:

Owner/Guardian Signature: _____ Date: _____

Name (please print) _____

Dog's Name(s): _____

Emergency Contacts who can act on Owner/Guardians' behalf for all purposes under this Agreement:

Emergency Contact 1: Name _____ Phone _____

Relationship to Owner _____

Emergency Contact 2: Name _____ Phone _____

Relationship to Owner _____