

The PAW

PET CARE AGREEMENT

WARNING!

READ CAREFULLY, THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND OF LEGAL RIGHTS. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ AND UNDERSTAND IT IN ITS ENTIRETY.

This Pet Care Agreement (“Agreement”) is entered into on the date indicated below by and between The Paw Inc. (“The Paw”) and the undersigned pet owner (“Owner”), and in regards to their pet(s) left in the care of The Paw (“Pet(s)”).

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the performance of services by The Paw and the payment for those services by Owner, Owner and The Paw hereby agree as follows:

OWNER’S PET(S). Owner hereby represents that:

- A. Owner has provided accurate and complete information about their Pet(s) to The Paw.
- B. Owner is the sole owner of their Pet(s).
- C. Owner has reviewed and understands The Paw’s vaccination policies and the vaccinations they have provided to their Pet(s) satisfies those policies.
- D. Owner’s Pet(s) have not been exposed to rabies, distemper, canine cough or canine influenza within thirty (30) days prior to their stay at The Paw.
- E. Owner’s Pet(s) is/are in good health and free of fleas, ticks and parasites and is/are not aggressive or protective of toys.
- F. Owner has all required licensure for their Pet(s) and such licensure is current.
- G. Owner understands their Pet(s) must enter and exit The Paw on a leash and collar. The collar must have identification tags attached. Choke collars, pinch/prong collars and harnesses are not allowed to be worn at The Paw during group play.
- H. Owner’s Pet(s) will complete a behavioral assessment at The Paw if requested by The Paw.
- I. Owner has truthfully indicated whether their Pet(s) has been spayed/neutered and understands that all dogs over eight (8) months old must be spayed/neutered in order to participate in group play and social settings.

ASSUMPTION OF RISK. Owner understands and agrees that when dogs participate in dog social settings and group play there is an inherent risk of injury whether caused by Owner or its Pet(s), other customers of The Paw and/or their pet(s), or The Paw or any employee, agent or

owner of The Paw, in the use of or presence at The Paw, whether in the building or on the outdoor play area. Such inherent risks include but are not limited to: dog fights; and dog bites of humans or other dogs and the property damage, bodily injury, including permanent disability, sickness or death to human or dog. Owner also understands and agrees that even though Owner's Pet(s) has been immunized it is still possible for their Pet(s) to catch an illness while at The Paw. Owner understands and voluntarily accept this risk. Owner agrees to specifically assume all risk of injury, whether physical or mental, as well as all risk of loss, theft or damage of personal property for Owner, Owner's Pet(s), spouse and children, while at The Paw.

RELEASE OF LIABILITY. Owner waives any and all claims or actions that may arise against The Paw, its successors, assigns, owners, directors employees or volunteers as a result of any injury, loss, theft or damage to Owner, Owner's Pet(s), spouse or children, including and without limitation, personal bodily or mental injury, property damage or economic loss resulting from the negligence of The Paw. Such waived negligence claims include but are not limited to any claims of negligence against The Paw for (a) negligent design, construction, repair, maintenance, operation, supervision, monitoring; (b) negligent failure to warn of or remove a hazardous, unsafe, dangerous or defective condition; (c) negligent failure to provide or keep premises in a reasonably safe condition; (d) negligent provision or failure to provide emergency care; (e) negligent provision of services; and (f) negligent hiring, selection, training, instruction, certification, supervision, or retention of employees, independent contractors or volunteers; or (g) other negligent act(s) or omission(s).

INDEMNIFICATION. Owner shall indemnify and defend The Paw and its officers, directors, employees, customers, agents, assigns and volunteers from any demand, claim obligation or cause of action, of any type whatsoever arising out of the negligent or willful acts or omissions of Owner, Owner's Pet(s), spouse or children. This indemnification obligation includes the attorney fees and costs incurred by The Paw as a result of such demand, claim, obligation or cause of action.

PET BEHAVIOR. Owner acknowledges that pet behavior can be unpredictable and that their Pet(s) may behave differently at The Paw then in their own home environment. Owner accepts full responsibility for their Pet(s)'s behavior while at The Paw. If Owner's Pet becomes aggressive or otherwise exhibits unacceptable behavior, they may be separated from other dogs and The Paw may prohibit them from returning to The Paw. Owner agrees to timely pick up their Pet(s) in the event The Paw determines that their Pet(s)'s behavior is not acceptable.

MEDICAL TREATMENT. The staff at The Paw are not veterinarians. Owner understands that The Paw is not able to diagnose or detect illnesses in their Pet(s). However, if the Owner discloses a medical condition to The Paw, or if the Pet(s) appears to be injured or suffering from an illness, then the Owner hereby authorizes The Paw to obtain medical treatment for the Pet(s) from a veterinary clinic of The Paw's choosing. Any such veterinarian treatment shall be at the

sole cost of the Owner. If any such treatment occurs, The Paw will make reasonable efforts to contact the Owner.

THE PAW STAFF. Owner shall not employ, hire or solicit any present employee of The Paw to perform any service offered by The Paw. If Owner does so employ, hire or solicit, they agree to pay The Paw liquidated damages in the amount of \$500.

AUTHORIZATION. The Paw have installed webcams throughout its building and outdoor play yard. Owner hereby authorizes The Paw to video or photograph the Owner, their Pet(s) and any member of owner's family at The Paw. The Paw may use such video footage or photographs, along with the name of their Pet(s), in any form or formant, for use at any time, for any purpose, including but not limited to: marketing; advertising; illustrations; trade or promotional materials.

CHARGES AND PAYMENTS. Owner is solely responsible for any and all services rendered at The Paw and shall pay for all fees, services and products with the credit card on file with The Paw, or in cash at the time of pick-up of their Pet(s) or products. Checks are only accepted for training classes and daycare packages. Owner authorizes The Paw to charge any and all fees, services and product payments to the credit card on file with The Paw. Owner understands a \$25.00 handling fee will be charged to them on any returned checks.

The Paw requires a credit card on file to guarantee a reservation. Owner can cancel a reservation for free until noon the day prior to the scheduled check-in. A later cancellation will result in a charge of \$25.00.

Owner authorizes and agrees to pay for any additional services needed by their Pet(s) during their stay at The Paw, including but not limited to: extra staff time due to unruly behavior; treatment for medical issues; health related issues. Extra staff time is charged at the rate of \$1.00 per minute with a minimum charge of \$15.00. If someone other than Owner will be picking up Owner's Pet(s), Owner must provide The Paw with the identity of that person.

Owner hereby grants The Paw a lien on the Pet(s) for any and all unpaid charges resulting from services and products provided by The Paw. If The Paw incurs any costs or expenses as a result of Owner's breach of this Agreement, Owner is responsible for payment of all of The Paw's costs and expenses incurred as a result of that breach, including attorney fees.

If Owner fails to pick up their Pet within 10 days of the agreed upon pick-up date, The Paw will consider the Pet abandoned and can dispose of the Pet in any lawful manner. Owner will be responsible for all expenses.

GENERAL. This Agreement shall be governed by Minnesota law and shall bind the parties, their heirs, executors, administrators, successors and assigns. This Agreement contains the entire agreement between the parties. This Agreement may not be amended or modified in any

manner, other than a written amendment signed by both parties. If this Agreement shall, for any reason, be adjudged invalid, unenforceable, or void, the same shall not impair or invalidate any of the other provision of this Agreement, all of which shall be performed in accordance with the respective terms.

IN WITNESS WHEREOF, Owner and The Paw have executed this Agreement as of the date first written above.

Date: _____

Owner's signature: _____

Owner's printed name: _____

The Paw's signature _____