

CF Personal Grooming Salon, LLC Boarding, Daycare and Grooming 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 CF PERSONAL GROOMING SALON, 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 _____ being permitted to be a pet guest at CF Grooming, by signing this document, I _____ Owner/Guardian, make the following representations, certify the accuracy of all information provided to CF Grooming at any time, and agree to all the following policies, procedures, terms and conditions stated below in this CF Personal Grooming Salon, LLC Boarding, Daycare and Grooming 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 CF Grooming 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:
 - Is 4 months of age or older.
 - Is current on his/her required vaccinations.
 - Is on a monthly flea and tick preventative medication.
 - Has been in good health for the last 30 days prior to check-in.
 - My pet is not aggressive, nor shown signs of aggression to other dogs or humans.
 - I have completed the Pet Profile
 - My dog will enter and exit CF Grooming facility on a leash.
- 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 CF Grooming employees are not Veterinarians and do not have backgrounds in animal medicine. CF Grooming employees cannot diagnose or detect illnesses in the pets that are staying at CF Grooming. I agree to assume all risk associated with the administration of medication by CF Grooming 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 CF GROOMING, ITS OWNERS AND EMPLOYEES AGAINST ANY CLAIMS MADE AGAINST CF GROOMING, ITS OWNERS AND EMPLOYEES, AS A RESULT OF MY FAILURE TO INFORM CF GROOMING OF ANY PRE-EXISTING MEDICAL CONDITIONS THAT MY PET MAY HAVE.

- 5) **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 CF Grooming, that CF Grooming will require my pet to receive a flea bath or capstar pill at the owner's expense.
- 6) **Veterinarian Liability and Care:** I agree to allow CF Grooming 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 CF Grooming full authority to make decisions involving the medical treatment of my pet during its stay at CF Grooming. I agree that I am fully responsible for the cost of any such medical treatment and transportation. 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 CF Grooming. Furthermore, I agree that I am assuming all risk of the consequences associated with any decisions made by CF Grooming, relating to the medical care and transportation of my pet.
- 7) **Transportation:** I agree that if my pet is transported to or from CF Grooming, by CF Grooming, its owners or employees, that I AGREE TO HOLD CF Grooming, ITS OWNERS AND EMPLOYEES HARMLESS IN THE EVENT OF INJURY OR ACCIDENT DURING TRANSPORTATION.
- 8) **Pet Behavior:** I agree to be solely financially responsible for any and all acts, behavior, and Veterinarian care of my pet while in the care of CF Grooming. IN ADDITION, I AGREE THAT IF MY PET IS INJURED BY ANOTHER PET, I HEREBY RELEASE CF Grooming, ITS OWNERS AND EMPLOYEES, FROM ALL LIABILITY AND FINANCIAL RESPONSIBILITY FOR SUCH INJURY. I FURTHER UNDERSTAND THAT IF MY PET BITES A HUMAN OR PET, THAT CF Grooming MAY CONTACT THE APPROPRIATE AUTHORITIES.
- 9) **Dog Daycare:** I understand that CF Grooming daycare is a cage-free activity utilizing playgroups where multiple dogs will interact. I understand that dogs often play with their mouth and paws, which can result in nicks and scratches on pets. While CF Grooming provides reasonable care, trained professionals, and 100% supervision in the playgroups, I understand and agree that it's possible CF Grooming employees may not notice these nicks or scratches before my pet's departure and, therefore, I might not be notified.
- 10) **Aggressive Dogs:** I certify that my dog is not aggressive and I understand that aggressive dogs are not permitted to participate in services at CF Grooming. If my dog acts aggressively or exhibits unacceptable behavior, he/she may be separated from the other dogs. I authorize CF Grooming to use muzzles, in extreme cases, to control my pet for the protection of other pet guests and human staff.
- 11) **Abandonment Notice:** I fully understand and agree that if my pet is not picked up by myself or an authorized representative within 7 calendar days after the day my pet is scheduled to depart, that my pet shall be deemed "abandoned". I understand if I abandon my pet at CF Grooming, CF Grooming, 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 CF GROOMING, I MAY BE UNABLE TO RETRIEVE MY PET AND WILL HAVE NO RECOURSE AGAINST CF GROOMING. In addition, I understand that I will still be responsible for the unpaid charges incurred for my pet's stay.

- 12) **Photo and Video Release:** I agree to allow CF Grooming to use my pet's name and any images or videos taken while he/she is in the care of CF Grooming, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials.
- 13) **Personal Property:** I agree that CF Grooming 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, and replaced with a tear-away collar, to assist in preventing injury.
- 14) **Service Fees:** I agree to pay for all fees, services, and products with a credit card, cash, or CF Grooming gift certificate at the time of my pet's pickup from each visit at CF Grooming. I give express permission to CF Grooming to charge any of the credit card numbers provided on my Credit Card Authorization Form(s) for any unpaid fees, services, or products.
- 15) **Reservations:** I understand that confirmed reservations are required for boarding services at CF Grooming. I understand there is a two (2) night minimum for all boarding reservations during any Peak/Holiday periods.
- 16) **Cancellations: Non-holiday/non-peak policy:** I understand that all confirmed reservations for NON- HOLIDAY/NON-PEAK DAYS must be cancelled at least two (2) days prior to my pet's reserved arrival date. I further understand that a cancellation made within two (2) days of my pet's arrival date, or a no-show, will result in my deposit not being refunded. **Holiday/Peak day policy:** I understand that all confirmed reservations for HOLIDAY/PEAK DAYS must be cancelled at least three (3) days prior to my pet's reserved arrival date. I further understand that cancellation made within three (3) days of my pet's reserved arrival date, or a no show, will result in my deposit not being refunded.
- 17) **Boarding/Daycare Check-in & Check-out Times:** I understand that there are no early check-in or check-out options available, regardless of the day. Late Check-in or check-out times are available for one (1) hour after boarding check-out hours ONLY and will incur an additional fee of \$10.00, per pet. Any pets not picked up within this one hour window will be considered overnight Boarding guests, and charged as such.
- 18) **Refunds:** CF Grooming will gladly accept returns of unopened and unused merchandise from our boutique within 14 days of purchase with proof of receipt. No refunds will be given for boarding, daycare or grooming services.
- 19) **Boarding Guidelines:** I acknowledge that I have received, reviewed and signed a copy of CF Grooming "Boarding and Daycare Guidelines." I HEREBY AGREE TO BE FULLY BOUND BY ALL THE TERMS AND CONDITIONS OF CF GROOMING "BOARDING AND DAYCARE GUIDELINES."
- 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 behaviors that may affect, limit, or prevent my pet's ability to participate in services provided by CF Grooming. I understand that CF Grooming 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 CF GROOMING, 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 CF GROOMING, 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 CF GROOMING, (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 CF Grooming and the Owner/Guardian.

24) **Affirmation:** Each time I bring my pet into CF Grooming, I am re-affirming the terms of this agreement, 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 WOOF DIVERSIFIED 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.

Printed Name of Owner/Guardian _____

Signature of Owner/Guardian: _____

Date: _____