

AGREEMENT FOR GROOMING SERVICES & WAIVER OF RISK & LIABILITY

This AGREEMENT is entered into by and between Red Barn Holdings, LLC D/B/A Red Barn Inn (the "Red Barn Inn") and individual listed above ("Owner"):

Services, Fees & Payment Terms: Red Barn Inn will provide standard pet day care, boarding, grooming, training, exercise, and other services requested by Owner. Rates and fees are subject to change at any time, with proper notice, and owner agrees to pay for all services as services are rendered. A deposit may be required to hold your reservation for day care, boarding or other services as determined by the Red Barn Inn. Reservations cancelled less than 72 hours before the reservation date are subject to a loss of the deposit. A valid credit or debit card must be always kept on file. The Owner authorizes Red Barn Inn to charge the Owner's credit or debit card on file for any and all services, costs or fees associated with services rendered by Red Barn Inn.

Grooming Pricing & Payment: Due to the nature of pet grooming, all quoted prices are estimates only. The final price will depend on the temperament of each pet and the condition of its coat. Upon physical inspection of your pet, a good faith estimate will be provided. Extra charges may apply for pets that are matted, tangled and/or difficult to manage. Red Barn Inn has the right to refuse service to an Owner and its pet at any time for any reason. If, during an appointment, it becomes apparent that your pet is not able to be groomed due to aggression/behavior or any other issue, the Owner will only be charged for the requested service, regardless of whether the service was completed.

Ownership: By enrolling the above named and described pet, I represent that I am the legal owner of the named pet and I assume all risks, dangers, liabilities, and responsibility for injuries to the named pet. Owner understands and agrees that Owner is solely responsible for any harm to Owner's pet while Owner's pet is attending day care, boarding, grooming or otherwise in the care of the staff at the Red Barn Inn.

Risks Associated with Grooming: Your pet is important to us. Because we care, we want to assure you that every effort will be taken to make your pets visit as pleasant and enjoyable as possible. Due to the unpredictable behavior of animals, situations arise that are unexpected. The following conditions may impair or cause harm while grooming: a medical condition that is potentially exposed or aggravated, older pets may be at greater risk of injury during grooming, and fuzzy, severely tangled and/or matted pets are at greater risk of injury, stress and/or trauma.

Photo Release: Owner understands that by allowing their pet to participate in services offered by Red Barn Inn, they hereby agree to allow Red Barn Inn and its staff, contractors or assigns to take photographs or use images of their pet in print or otherwise for publication, promotion, or social media.

Acknowledgement of Risk & Limitation of Liability: Owner understands there are risks associated with grooming of pets. These risks may include minor or major injury or common contagious canine illness that can be spread even with current vaccinations. Owner also recognizes that there is an inherent risk of injury and/or illness in any environment associated with shared and unfamiliar spaces in a boarding environment. Owner acknowledges and agrees that Red Barn Inn, its staff, contractors, agents, or assigns are not to be held liable for any illness, injury, death and/or escape of Owner's pet provided that reasonable care and precautions are followed. Owner hereby releases Red Barn Inn, its staff, contractors, agents or assigns of any liability of any kind arising as a result of the Owner's pet attending Red Barn Inn. **Owner understands and acknowledges that they are financially and legally responsible on behalf of their pet for any harm or damage, including to other pets, to the employees, contractors, agents or assigns of Red Barn Inn, equipment, facilities, or other property associated with such risks, including repairs, medical and veterinary costs.** Owner shall indemnify Red Barn Inn against any loss, liability, damages, costs, or expenses (including attorneys' fees and costs) resulting from or arising out of Owner's performance or failure to perform its obligations under this Agreement.

Term of Agreement: This Agreement shall remain in full force and effect as between the parties until terminated otherwise cancelled or superseded by a writing signed by the parties.

Electronic Acknowledgement: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement and any addendums or amendments hereto or thereto, to the extent signed and delivered by means of E-mail, a facsimile machine, or other means of electronic transmission, shall be treated in all manner and respects and for all purposes as an original signature, agreement or

instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

Entire Agreement: Owner understands and agrees that each of the foregoing provisions contained above shall be in force and effect and shall apply to each and every occasion on which Owner's pet is under the care of Red Barn Inn for daycare, boarding, grooming, or other services. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement. If any provision of this Agreement is held inoperative, the remaining provisions shall remain in full force and effect. This Agreement shall be binding on and inure to the benefit of each of the parties hereto and their respective successors and assigns. This Agreement may not be assigned by Owner without the prior written consent of Red Barn Inn. This Agreement shall be governed by the laws of the State of Maine.

EXCEPT AS PROVIDED ABOVE, THE SERVICE IS PROVIDED "AS-IS", AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RED BARN INN DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THIS SERVICE, INCLUDING ITS FITNESS FOR A PARTICULAR PURPOSE, ITS QUALITY, OR ITS MERCHANTABILITY.