

BOARD AND TRAIN AGREEMENT BOWWOW DAY CAMP

This Agreement is entered into by and between Bowwow Day Camp (referred to herein as “Bowwow”) and (First,last) _____, residing at (address) _____ (referred to herein as “Owner”).

1. Board & Train Summary. Owner has requested that Bowwow provide Board and Train services for the Owner’s dog (insert dog’s name and breed: _____). The Owner represents that he/she is the lawful owner of the dog and has the sole right to enter into this Agreement. Bowwow will work daily with Owner’s dog on training items. Board and train focuses on assisting the Owner with various training areas which may include any one or more of the following: (a) beginner and puppy foundation training; (b) leash pressure; (c) off-leash training; (d) behavior modification; (e) dog/human aggression; (f) fear and anxiety; (g) eliminating bad habits and behaviors. However, the specific items of what will be focused on during this board and train will be set forth in detail below. This Agreement in no way guarantees or promises that all items discussed by the Owner will be resolved or that all items addressed in the Board and Train will be successful.

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Bowwow will, however, discuss with the Owner which training areas will be needed and worked on. By initialing where indicated at the end of this paragraph, the Owner expressly acknowledges that there are no guarantees as to what is accomplished in training since there are so many factors for each dog when it comes to training successes including the length of time the dog is in the board and train program, whether the dog has any prior training, genetics, prior bad experiences, age, and health of the dog. **Even more important is the Owner’s understanding that continued training MUST REGULARLY HAPPEN AT HOME BETWEEN DOG AND OWNER after the Board & Train has been completed.

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Following the Board & Train, it is the Owner’s responsibility to contact Bowwow to discuss and schedule follow-up training sessions, as needed. The specific commands, training style, and recommended tools used and recommended by Bowwow must be carried over in the Owner’s training and the Owner acknowledges the importance of this.

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Upon the scheduled pickup of the dog, the Owner will be provided with a one-on-one private training session to ensure that the Owner is educated on the training to date and so the Owner goes home with the proper techniques and knowledge to continue the dog’s training success. The Owner acknowledges that following the Board & Train, the dog and Owner may schedule ONE free 60 minute training session to clean up and refresh the training skills specifically worked on during the Board & Train. It is 1 the Owner’s responsibility to reach out

to Bowwow and schedule these sessions. The Owner acknowledges that if he/she schedules one of these follow-up sessions, there will be no charge to the Owner UNLESS the Owner cancels with less than 24 hours' notice or fails to show at all. In that case, the Owner will be charged \$25.00 for the session.

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The Owner has selected the following Board and Train Package and Pricing option:

- _____ **1 week package (7 days)**
- _____ **2 week package (14 days)**
- _____ **3 week package (21 days)**
- _____ **Other - _____**

2. Schedule & Payment. Bowwow acknowledges that a non-refundable \$1000.00 deposit was paid by the Owner upon scheduling the Board & Train. Full payment for board and train services is required when the dog is dropped off.

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In addition, the Owner acknowledges that for each day that the dog remains at Bowwow past the pickup date shown above (or any other date mutually agreed upon by Bowwow), will be an additional \$150 per day charge due when the dog is picked up. If agreed to by Bowwow and the Owner, the Owner may seek additional time at Board & Train. In that event, the Owner will be charged the difference between what he/she has already paid and the additional time. This additional cost will be paid immediately at the time the dog is picked up.

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The prices agreed to herein do not include recommended training equipment such as special collars, leashes, e-collars, etc. Should such equipment be recommended, the Owner can purchase them online or directly from Bowwow should the Owner choose to. Please again note that the deposit of the Board & Train program will not be refunded but through a written agreement, the balance can be refunded if training is not completed for medical or training-related reasons. Continued, free training, following the Board & Train is offered for those issues addressed in Board & Train. The Board & Train costs cover the boarding and the trainer's time. It does not cover a guaranteed outcome as there are no guaranteed outcomes.

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3. Dog Food & Other Items for the Dog. Owner acknowledges that the dog's food and any needed medication for the duration of the stay is the Owner's responsibility and should be dropped off with the dog. The Owner acknowledges that he/she may also drop off toys and blankets from home to assist in making the dog as comfortable as possible. However, the Owner acknowledges that there is a chance these items can be damaged or lost. As such, the Owner agrees that Bowwow will not be held responsible or liable for any lost, stolen or damaged personal property belonging to Owner or his or her dog.

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4. Socialization. Owner acknowledges and agrees that the Owner's dog is permitted to interact and play with other dogs and with Bowwow staff members. Owner further acknowledges and agrees that his/her dog will, in most cases, be socialized with other dogs while at Bowwow. Like children on a playground, dogs can get scratches, nicks or bites as they interact and play with other dogs. Owner acknowledges that animals are unpredictable and there is possibility of injury to his or her dog, or another dog during such controlled socialized activities. In fact, while the dogs are carefully monitored by Bowwow staff, to prevent injury, it is still possible that during the course of normal canine play, the Owner's dog may get injured. The Owner, however, agrees that the benefits of socialization outweigh the risks and accepts the risk.

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5. Owner's Release & Indemnification to Bowwow. Owner agrees to release, indemnify, and hold harmless Bowwow from any and all manner of damages, claims, loss, liabilities, costs or expenses, including reasonable attorney's fees and related costs, arising out of or related to Bowwow's services, except which may arise from the gross negligence or intentional and willful misconduct of Bowwow, including, without limitation, (i) any inaccuracy in any statement made by the Owner or information provided by the Owner to Bowwow; (ii) the Owner's dog, including but not limited to destruction of property, dog bites, injury, and transmission of disease, and (iii) any action by the Owner which is in breach of the terms and conditions of this agreement. Bowwow reserves the right to immediately change his or her dog's boarding or doggie daycare schedule if Bowwow believes it is necessary to protect the health and well-being of the Owner's dog, other dogs or Bowwow staff.

INITIAL _____

6. Vaccinations & Documentation. Owner is aware that kennel cough (a/k/a "Bordetella) is a common problem in facilities where there are groups of dogs that intermingle. All of the dogs at Bowwow are vaccinated against Bordetella and tested for Giardia, however there are a number of viruses that can cause the cough and no vaccination will prevent all cases. Owner confirms his/her dog is current on all vaccinations as required by Bowwow and understands that complete documentation confirming such vaccination requirements including, but not limited to, Bordetella, rabies and distemper vaccinations shall be required prior to entry at the Bowwow facility. Owner is responsible for purchase of Fecal Exam and must have a NEGATIVE result of parasite when arriving to camp and 14 days prior to training.

INITIAL _____

7. Flea & Tick Preventative. Owner confirms his/her dog is free of fleas, ticks, worms and other insects and parasites and that his/her dog is on a flea and tick preventative. Bowwow reserves the right to reschedule the board and train if it determines, at its sole discretion, that the dog is not free of fleas, ticks, worms or other parasites since this poses significant risks to other dogs and Bowwow staff.

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8. Emergency Care of Dog. Bowwow will make every attempt to call and contact the Owner and/or Emergency Contact (as previously provided by the Owner) in the event of an emergency situation. The Owner authorizes Bowwow to take actions they deem reasonably necessary to ensure the health, well-being, and safety of the Owner's dog and to take reasonable action to resolve any medical problems that may arise while the dog is in its care. The Owner agrees to assume full financial responsibility for any and all expenses incurred as a result of Bowwow's actions. The Owner understands that Bowwow staff is expected to make a reasonable attempt to contact the Owner and/or the emergency contact before incurring such expenses, that they may need to incur such expenses if they can't reach me, and that an emergency could arise where it would not be feasible for them to contact me before the expense is incurred. In all scenarios, the Owner agrees to take full financial responsibility of the expenses incurred on its dog's behalf.

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Standard of Care; Risk of Loss. Trainer is obligated to meet the standard of care of a reasonable prudent dog owner. In no event shall Trainer be held to any higher standard or care. Trainer's liability with respect to the death, injury or illness of K-9 shall not exceed one thousand dollars (\$1,000) per K-9.

INITIAL _____

9. Dog's Picture, Name and Other Likeness. Owner acknowledges that pictures and videos may be taken of the Owner's dog for media, marketing and advertising purposes. Owner agrees to allow Bowwow to use the Owner's dog's name and any images, in any form or format, for use, at any time, in any form of media, marketing, print or advertising without providing the Owner prior notice or fees for same.

INITIAL _____

10. Training Techniques Used by Bowwow. By participating in our board and train program Owner acknowledges and fully understands that Bowwow will employ training tools and techniques that are used to train and modify the behavior of dogs. Furthermore, Owner is aware that dog training at Bowwow Day Camp can include training tools such as prong collars and e-collars. Owner engages Bowwow to provide services for his/her dog as is deemed necessary in the sole discretion of Bowwow.

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11. Natural Disaster/Emergency Policy. In the event of a natural disaster including, but not limited to tornado, flooding, earthquake, etc., or other emergency that makes the Bowwow facility unusable (i.e., fire, flooding), the Owner understands it is his/her responsibility to pick up the dog (or make arrangements for pick up) in a timely manner and in accordance with any mandatory evacuations, etc. The Owner understands that Bowwow will do everything reasonably possible to

secure the safety of the dog during a natural disaster and the Owner agrees to indemnify, release, and hold Bowwow harmless of any and all liability related to any natural disaster of any sort.

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12. Abandoned Dog. Owner understands and agrees that if his/her dog is not picked up on the scheduled pick up date, in accordance with the law, Bowwow shall provide the Owner with a notice that requires the dog to be picked up within ten (10) days (“notice period”) or the dog shall be deemed to be abandoned. In any event, additional boarding charges as set forth in paragraph “2” above shall apply. In the event that the dog is not picked up within the notice period, Bowwow shall gain legal custody and ownership of the pet and retain the right to keep the pet, or place the pet in a shelter or with animal control, or place the pet in a new home with a new owner, with no recourse by Owner against Bowwow or its employees, agents, and affiliates. OWNER FULLY UNDERSTANDS AND AGREES THAT IF OWNER ABANDONS HIS/HER DOG AT THE BOWWOW DAY CAMP FACILITY, OWNER MAY BE UNABLE TO RETRIEVE POSSESSION OF HIS/HER DOG AND WILL HAVE NO RECOURSE AGAINST ANY BOWWOW EMPLOYEE, OFFICER, OWNER, AFFILIATE OR AGENTS. Owner agrees to all terms and conditions of this agreement, which shall be binding between Owner and Bowwow.

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PET OWNER AGREES AND ACKNOWLEDGES TO THE ABOVE:

_____ Print Owner Name

_____ Owner Signature and Date

***** Office Use Only: Total

Amount Due: \$ _____ Payment Type: _____

Remaining balance due at drop off: \$ _____