## BOARDING AGREEMENT BOWWOW DAY CAMP

This Agreement is entered into by and between OZAIN Corp DBA Bowwow Day Camp (referred to herein as "Bowwow") and \_\_\_\_\_\_, residing at \_\_\_\_\_\_ (referred to herein as "Owner").

1. Boarding Summary. Owner has requested that Bowwow provide Boarding 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 if board and trained in the past, and can continue the owners training and meal schedule. While in boarding Bowwow is not responsible for fixing: (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.

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The Owner has selected the following Boarding Package and Pricing option:

Owner will pay for every day that canine is boarded past 12pm

\_ days @ \$100 per day per dog

\_\_\_\_\_ days @ \$80 per day per dog

2. Schedule & Payment. Bowwow and owner acknowledges that a non-refundable \$100.00 deposit was paid by the Owner upon scheduling the Boarding. Full payment for boarding 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 \$100 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 Boarding. 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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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.

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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 camp.

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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 boarding 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.

## INITIAL\_\_\_\_\_

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.

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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.

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10. 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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11. 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                 |
|  |               | Bowwow Executive Signature and Date      |
| ******                                       | ******        | ***************** Office Use Only: Total |
| Amount Due: \$<br>Remaining balance due at d | Payment Type: |  |