

Doggy Day Care and Boarding Services Agreement

This services agreement (this “Agreement”) between _____ (the “Client”) and Darling Dog Care LLC (the “Provider”) shall be effective beginning on _____, 202__ (the “Effective Date”) and continue thereafter on an as needed basis. Client hereby agrees to the terms, conditions, obligations, restrictions and prices as set forth in this Agreement.

Please read the entire Agreement carefully; your agreement to these terms and conditions is required in order to receive the Services (as defined herein). Each visit to the Provider or its facilities is covered under this Agreement.

In consideration for your dog(s) (herein referred to as the “Guests”, and each, individually, a “Guest”) being permitted into the Provider’s facilities or use any of Provider’s services, including but not limited to daycare, grooming, dog walking, and boarding services (the “Services”), by accepting this Agreement you agree to all of the policies, procedures, releases, terms and conditions set forth below.

The Client authorizes the Provider to perform the Services as outlined in this Agreement. In connection with the foregoing, Client agrees that:

I. General. All Guests Must:

- A. Be current on all Required Vaccinations (as defined herein), and have a negative fecal report including giardia from within the last six months;
- B. Be spayed or neutered if 6 months of age or older;
- C. Be in general good health;
- D. Be non-aggressive towards other dogs and people;
- E. Complete the Provider’s trial day, in the Provider’s sole discretion
- F. Meet all municipal and state licensure and other requirements;
- G. Have a quick release collar that contains an identification tag bearing the Guest’s name and Client’s current contact information;
- H. Be leashed when entering and exiting Provider facilities

II. Payment & Fees. The Client shall pay for all services and products by debit card, credit card, or cash. For each visit, all payment is due at or before the time the Client picks up his or her Guest from the Provider. The Client hereby gives his or her express permission for the Provider to charge any credit card provided by the Client for unpaid services or products upon the date services were supposed to have been completed. The Client further agrees to pay any collections costs and the cost of any returned or challenged credit or debit charges of the Client. The Client shall be responsible for providing food for the Client’s Guest. If no food is provided, the Client will be charged five dollars (\$5) per meal for food provided by the Provider.

III. Vaccinations; Records; Health.

- A. **Vaccinations**. All Guests must be up-to-date with the following vaccinations: Rabies, Bordetella, and Distemper Hepatitis Parainfluenza Parvovirus (DHHP) (the “Required Vaccinations”).

- B. Immunization Records.** The Client agrees to provide veterinary records to the Provider upon request, and the Client hereby grants the Provider permission to request and obtain veterinary records directly from the Client's Designated Veterinarian. The Client expressly authorizes the Client's Designated Veterinarian to release health and treatment information and immunization records to the Provider or its representatives upon request. The Client may revoke this authorization at any time upon written notice to the Client's Designated Veterinarian and the Provider.
- C. Health.** The Provider reserves the right to deny Services to any Guest who is ill or appears ill. Despite efforts by the Provider to maintain a healthy environment, the Client hereby acknowledges it is an inherent risk of interacting with other dogs that Guests may develop a contagious condition and become ill. The Client hereby acknowledges that any illness or other health related condition a Guest may develop is an assumed risk for each Guest and Client, and is not the responsibility of the Provider. If a Guest is found to have fleas or ticks, the Provider may immediately, and without prior notice to the Client, provide the appropriate flea or tick removal treatment. The Client authorizes the Provide to provide such services, at Client's sole expense.
- IV. Cancellation Policy. Scheduled Services may be cancelled by the Client by notifying the Provider at least twenty-four (24) hours prior to the scheduled Service time. The Provider reserves the right to charge a late cancellation fee of fifty percent (50%) of the cost of the originally scheduled Services if such Services are cancelled within twenty-four (24) hours of the scheduled Services.
- V. Release of Liability. The Provider shall not be held liable (except a finding of willful misconduct by the Provider) with respect to any claims, losses, or other damages that arise due to Client's Guest engaging in the following: (a) biting, injuring, or killing another person or animal, (b) destroying property, including collars, harnesses, leashes, or other personal effects, (c) becoming pregnant and/or impregnating another dog, and/or (d) running away without warning or recall recognition. Further, the Provider shall not be liable for any damage or loss including injury or death to Client's Guest, arising from being transported by a vehicle of the Provider, its employees, or its representatives.
- VI. Indemnification. The Client hereby indemnifies, holds harmless, and will defend the Provider against any demand, liability, claim, suit, damage, or expense on account of any death, injury or property damage caused by the Client or the Client's dog to any other dog, any property, or any person. The Client expressly releases the Provider, its employees, and its representatives from any demand, liability, claim, suit, damage, and expense, including on account of injury or damage to Owner's dog, Owner's property, or Owner, except those resulting from the gross negligence, or intentional or willful misconduct of the Provider, its employees, or its representatives.
- VII. Compensation for Injury. The Client shall financially compensate the Provider for any death or injury inflicted (accidentally or otherwise) by the Client's Guest to any other dog or person. If another dog or person seek medical attention in relation to an injury inflicted

by the Client's Guest, Client agrees to provide for medical reimbursement. In the event the Client's Guest bites or exposes an illness or disease to any other dog or a person, Client is responsible for paying all costs and damages incurred.

- VIII. Authorization to Seek Medical Care. The Provider may seek emergency veterinary care as necessary for the safety and welfare of Guests. Should the Client's veterinarian be unavailable, the Client authorizes the Provider to retain medical and emergency treatment as recommended by another veterinarian.
- A. The Provider shall make reasonable efforts to contact the Client when the Provider determines that medical treatment is necessary.
- i. If the Provider is unable to contact the Client or the Client's emergency contact, the Client hereby consents to the treatment of the Client's dog by the Provider and veterinarian, and the Client hereby grants the Provider and veterinarian the right to make medically necessary decisions for the Client's dog's treatment and release the Provider and veterinarian from all liability for the same.
 - ii. If the Provider is unable to contact the Client, but is able to contact the Client's emergency contact, the Client hereby grants to his or her emergency contacts, if any, the right to make medically necessary decisions for the Client's dog's treatment.
- B. The Provider will first attempt to seek treatment from the veterinarian provided by the Client ("Designated Veterinarian"), but will have the right to seek veterinary treatment from an alternative veterinarian if:
- i. The urgency of the treatment, illness, or any other circumstance requires the use of a different veterinarian,
 - ii. The Provider is unable to reach the Designated Veterinarian, or
 - iii. The Provider is unable to transport the Guest to the Designated Veterinarian. The Client agrees to reimburse the Provider for veterinary expenses incurred, plus any additional Provider expenses/fees for attending to such pet's medical needs.
- IX. Aggressive Dogs. All Guests must not be aggressive towards people and other dogs, and must pass the Provider's trial day in the Provider's sole discretion. The Client's Guest may be separated from other Guests or asked not to return to the Provider or any of its facilities if he or she exhibits aggressive or other unacceptable behavior in the Provider's sole discretion. The Client hereby acknowledges that dogs may act unpredictably, resulting in an inherent risk of injury to the Client's Guest, including, but not limited to, dog fights, bites, scratches, and the transmission of diseases and parasites. The Client represents to the Provider that the Client's Guest is not aggressive to other dogs, and has never caused a bite on a human or other animal.
- X. Duty to Disclose. The Client must disclose on a continuing basis, any and all medical or other conditions, including but not limited to personality concerns or behavioral incidents that may affect, limit or prevent the ability of the Client's Guest to participate in any Provider or in-home activity or services. In the event of a material change to the information provided by the Client in this Agreement, the Client agrees to provide written

notice to the Provider within seven (7) days of the details such material change.

- XI. Natural Disaster/Inclement Weather. In the event of a natural disaster or inclement weather during the provision of services by the Provider to Client, Client entrusts the Provider, its employees and representatives with the care of Client's pet. If fees and services are incurred in connection with such care of Client's pet, Client shall fully reimburse the Provider and/or the third party (e.g. kennel).
- XII. Late Pick Up of Day Care Guest. If the Client fails to pick up its Guests in day care by the agreed upon time on the day of any visit, the Provider shall charge the Client a late fee of five dollars (\$5.00) per half hour, up to two (2) hours for the continued care of the Guest. After two (2) hours, the Provider may convert the visit from a day care visit to a boarding visit, and the Client shall then be charged for an overnight boarding visit along with the day care fee for that day. The Provider makes no representation that any employees or representatives will be available after hours to release a boarded Guest. Any fee charged pursuant to this Section is not intended as a penalty but represents the reasonable cost associated with maintaining ongoing Service.
- XIII. Abandonment of Boarding Guest. If the Client fails to pick up its boarded Guests by such date as agreed upon by the Client and the Provider, the Provider shall attempt to contact the Client and the Client's emergency contacts, if any. If no successful contact is made within ten (10) days, Provider shall send written notice via certified mail with return receipt requested to Owner's last known address to notify the Client that the Guest may be redeemed by paying all prior expenses within ten (10) days of the written notice, or the Guest will be considered abandoned, the Client will have no further rights or claim to the animal, and the Provider will become owner of the Guest, and the Provider shall reserve the right to foster the Guest, put the Guest up for adoption, and any other rights accorded to Provider pursuant to Minn. Stat. § 346.37, Subd. 1.
- XIV. Right to Refuse Services. The Provider reserves the right to refuse services to any Client or Guest for any reason or no reason.
- XV. Media Waiver. The Client hereby grants the Provider permission to take photos of the Client's Guest and publish them at the sole discretion of the Provider, for the purpose of social media, advertising, marketing materials, etc.
- XVI. Termination. The Provider reserves the right to terminate this Agreement at any time. Terms for termination will be at the discretion of the Provider. If the Agreement is terminated, the Client agrees to full reimbursement of costs incurred. In the event the Client withholds any owed amounts, the Provider reserves the right to pursue collection by legal proceedings. In such event, the Provider initiates legal proceedings in order to collect on this account, Client shall be responsible for all attorney fees, lost wages, and associated costs for such collection.
- XVII. Waiver. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party

will operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

XVIII. Survival. The terms of this Agreement shall survive closing.

XIX. Governing Law; Venue. This Agreement will be governed by and construed in accordance with the internal laws of the State of Minnesota, with venue in Stearns County, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Minnesota. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America in the District of Minnesota or the courts of the State of Minnesota where venue is appropriate, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

XX. Attorney's Fees. If any action is instituted by either party to interpret or enforce any provisions of this Agreement, the prevailing party, or the substantially prevailing party in any litigation proceeding will be awarded attorney's fees and costs. The prevailing party for purposes of this Agreement is the party that recovers substantially all of the relief it sought.

XXI. Future Services. This Agreement shall apply to any future services of the Provider requested by Client, or any services provided pursuant to Sections VIII and XI.

XXII. Electronic Signatures. The words "execution," "signed," "signature," and words of similar import in this Agreement shall be deemed to include electronic and digital signatures and the keeping of records in electronic form, each of which shall be of the same effect, validity, and enforceability as manually executed signatures and paper-based recordkeeping systems, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 U.S.C. § 7001 et seq.), and any similar state laws based on the Uniform Electronic Transactions Act or the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com).

[Remainder of page intentionally left blank]

By signing below, Client confirms that Client has read the terms of this Agreement and confirms the accuracy of the information provided.

CLIENT:

Client Signature: _____ Date: _____

Client Name (print): _____

DARLING DOG CARE LLC:

Provider Signature: _____ Date: _____

Authorized Signatory (print): _____