



201 SOUNDVIEW ROAD GUILFORD, CONNECTICUT. 06437

Customer Agreement for Day Care, Boarding and Training Services

PLEASE PRINT AND INITIAL/SIGN EACH SECTION BELOW:

This is an Agreement between Virbax Properties, Inc (hereinafter called "The Metro Pooch") and the Pet owner whose name and signature appears below (hereinafter called "Owner"). Following are the terms of service for the stay of Owner's pet as a guest of Virbax Properties, DBA The Metro Pooch:

1. DISCLOSURE: By execution of this Agreement and leaving Pet with The Metro Pooch, Owner certifies to the accurate disclosure of all information provided to The Metro Pooch either in writing or orally about the Pet and Owner specifically represents that he or she is the sole owner of the Pet, free and clear of all liens and encumbrances. Owner agrees to disclose to The Metro Pooch all known medical conditions and/or behavior problems, which may affect Pet's care. Owner specifically represents to The Metro Pooch that Pet is healthy and meets The Metro Pooch's published vaccination standards. **The Metro Pooch reserves the right to refuse service to any Pet for any reason, at any time, including, but not limited to: pets lacking proof of vaccinations, pets displaying signs of untreated or potentially contagious conditions and/or pets exhibiting aggressive or unacceptable behavior. In addition, Owner agrees that if any fleas or ticks are discovered on the Pet during check-in or at any time during the Pet's Services, The Metro Pooch will administer a flea bath to the Pet at Owner's expense.** Owner represents that each time Pet is brought to The Metro Pooch, Owner is recertifying that the Pet is in good health and has not had any communicable illness of any kind for 30 days prior to check-in. Owner further agrees to inform The Metro Pooch of any changes in pet's condition and/or behavior prior to subsequent check-ins. For the purposes of this Agreement, the term "Pet" refers to all pets under the said ownership of Owner who utilize The Metro Pooch for such Services.

2. MEDICAL ATTENTION: Owner authorizes The Metro Pooch to obtain medical attention for Pet from any qualified veterinarian and to transport Pet to and from that veterinarian when The Metro Pooch deems such medical care is important to Pet's health. **Owner grants The Metro Pooch or its employees or agent's full power of decision-making involving the medical treatment of Pet and Owner agrees to pay for all costs associated.**

3. HEALTH AND VACCINATIONS

____ Pet Parent represents to The Metro Pooch, to Pet Parent's knowledge, your dog has not been exposed to any contagious diseases within a thirty-day period prior to check-in. The Metro Pooch reserves the right to refuse to accept a dog at check-in for any reason, including without limit, if it appears to us the dog is sick, injured, in pain, or that its behavior could jeopardize the health or safety of other dogs or our staff. Pet Parent acknowledges that dog is current on all required vaccinations, including flea treatment and a negative fecal float, and such other vaccinations as required by The Metro Pooch. Pet

Parent agrees to provide documents confirming such vaccinations as requested by The Metro Pooch and shall provide proof of vaccinations prior to any entry into The Metro Pooch facilities. Pet Parent understands that all dogs at The Metro Pooch are fully vaccinated. However, it is still possible for your dog to become ill, even if vaccinated. Dog Parent understands that this is not due to any circumstance or condition at The Metro Pooch and agrees to not hold The Metro Pooch liable in the event your dog becomes ill during or after his/her stay. If at any time your dog is found to have fleas or ticks, The Metro Pooch may provide the appropriate flea or tick removal treatment, and you authorize us to provide such service at your additional expense.

4. EMERGENCY MEDICAL TREATMENT

____ Pet Parent acknowledges that, in the unlikely event your dog becomes ill or injured, or if your dog has a pre-existing condition which is aggravated by its stay, and requires professional attention, we will attempt to notify you or your Emergency Contact at the phone numbers you provided. The Metro Pooch, at its sole discretion, may engage the services of a 24-hour emergency veterinary clinic or a veterinarian of our choice and/or administer medicine or give other necessary attention to your dog, and you authorize us to provide any such service at your additional expense; including but not limited to procedures needed based on the reason for care, x-rays, ultrasound, medications, wound care, induction of vomiting, administration of medication, and any tests needed to help diagnose said purpose of veterinary care. In cases we believe to be critical, we may take your dog to the veterinarian first before trying to contact you. If you refuse medical treatment for your dog, The Metro Pooch, at its sole discretion, may engage the services of a veterinarian and/or administer medicine to make your dog as comfortable as possible until picked up by you or your Emergency Contact, and you authorize us to provide any such service at your additional expense. If we cannot reach you or your Emergency Contact, we will make healthcare decisions for your dog based on the recommendations of available professionals.

5. MISCELLANEOUS

____ PHOTOGRAPHS AND STATEMENTS Owner authorizes use of their pet's visual image(s) and statements in newsletters, posters, social media and other materials.

____ VICIOUS TENDENCIES: Owner affirms that they are not aware of any vicious tendencies by their dog towards people or other dogs, including between their own dogs to one another.

____ DAMAGE OR INJURY Owner accepts responsibility of paying for any and all acts of behavior of their pet while in the care of The Metro Pooch, including payment of costs of injury to staff or damage to facilities, property, and/or equipment caused by their pet. Owner understands and agrees that they are solely responsible for any injury incurred to their pet while attending The Metro Pooch and any of its activities.

____ My dog(s) may or will be able to jump over or dig under fences. I understand, for safety concerns, it will not be allowed out of its indoor/outdoor kennel area. I also

understand that The Metro Pooch is not responsible, and I hold them harmless if my pet climbs over or escapes out of a fenced in area.

_____ I authorize my dog to play with other dogs. I understand by allowing my pet to play with other pets that the chance of injury is higher and that I am responsible for any vet bills incurred during playtime. Because my dog will participate in a group play setting, I understand that there are risks involved, such as:

1. Transfer of communicable diseases such as but not limited to, "kennel cough," (in the event of such an occurrence, please let us know so that we can tell our other pet parents); Giardia, Worms, Etc.
2. Injuries such as broken nails, sore pads, puncture wounds, abrasions, cuts, etc.
3. Behavior changes
4. Scratches from other dogs

All terms and conditions of this Agreement shall be binding on the heirs, administrators, personal representatives and assigns of the Owner and The Metro Pooch.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this Agreement, shall be settled in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any Court having jurisdiction thereof. The arbitrator shall, as part of the award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party. The arbitrator shall apply Connecticut law to the merits of any dispute or claim, without reference to conflict of law rules. THE PARTIES HAVE READ AND UNDERSTAND THIS CLAUSE, WHICH DISCUSSES ARBITRATION. THE PARTIES UNDERSTAND THAT BY SIGNING THIS AGREEMENT THAT THEY WILL SUBMIT ANY CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH OR TERMINATION THEREOF, TO BINDING ARBITRATION, AND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF THE PARTY'S RIGHT TO A JURY TRIAL AND RELATED TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE RELATIONSHIPS BETWEEN THE PARTIES.

In signing this contract, Owner authorizes pet's veterinarian clinic and/or veterinarian treating pet to discuss and/or release copies of pet's medical records to The Metro Pooch and its staff. It also serves as authorization for The Metro Pooch and its representatives to make decisions on the medical care and diagnostic tests performed in case of emergency or need, on my behalf, if I am unable to be reached.

I have read this agreement on this date and understand its terms and conditions and have signed it digitally, freely. I understand this contract will remain valid and in force as long as and whenever my pet participates in any activity at or with The Metro Pooch and is accessible electronically in my owner portal. I agree that I have read this entire Agreement, have had the opportunity to discuss it with us to my satisfaction, and I agree to its terms.

6. PAYMENT: Owner agrees to pay the applicable service rates in effect on the date Pet is checked into The Metro Pooch and to pay for any additional services requested by Owner. Owner agrees that the Pet shall not leave the facility until all charges are paid in full by Owner. The Metro Pooch shall have, and is hereby granted, a lien on the Pet for all unpaid charges resulting from services provided by The Metro Pooch. The Metro Pooch may exercise its lien rights within ten days after written notice has been given by The Metro Pooch to Owner via certified mail.

Payment schedule for services rendered is as follows:

- \$65 per night of boarding 1 dog, \$100 per night for 2 dogs sharing the same suite and an additional charge of \$40 per night for a third or each additional dog from the same household. The nightly rate begins at noon on the day of arrival and is subject to a half day of play charge for arrivals prior to noon.

- Guests are welcome to come earlier or depart later, for an additional half day of play charge @ the rate of \$30 per half day added.

- Camp Hours are Monday thru Friday, Saturday and Sunday 8am-5pm. Early and late arrival/departures are accepted for an additional fee.

- Grooming rates are variable, depending on the amount of detail and time needed to complete the pet guests requested service.

- There is a one-time fee of \$25 PER DOG for all Temperament Tests.

-Day Care rates are as follows: \$40/full day (any time over 5 hours), \$30/half day (discounts available for additional pets from the same household)

7. ASSUMPTION OF RISKS: Owner acknowledges and is aware that the employees of The Metro Pooch are not veterinarians and do not have backgrounds in animal medicine and are not expected to diagnose or detect illnesses in the pets that are staying at The Metro Pooch. In addition, **Owner acknowledges and is aware that no amount of supervision, sanitation or personalized care can prevent a pet from contracting an airborne virus or communicable disease. Owner understands these risks and hereby releases The Metro Pooch, its employees or members or other agents, from any and all losses, damages, costs and expenses arising out of or in connection with any injury, communicable disease, airborne virus, or any other medical condition contracted by Owner's Pet at The Metro Pooch.** This also applies to any claims for injuries or damages related to such medical care or transport.

Furthermore, **Owner agrees to be held solely responsible for all acts and behavior of said Pet(s) while in the care of The Metro Pooch, including payment of costs for injury to staff or other animals, including injury between their own dogs upon each other or damage to facilities caused directly by the Pet(s).** Although we do our best to maintain a safe environment, dogs are, at times, unpredictable in nature. This can lead to situations where injuries may occur.

Owner understands and agrees they assume all risk of illness, disease, injury, nicks, scratches, sprains, sore paw pads from play on rock and solid surfaces, problems related from ingesting materials found outdoors, canine cough (doggy colds) or other viruses, harm or otherwise to their pet during “activities” their pet may participate in, including daycare, boarding, training, grooming, one-on-one play, and all other activities, plus movement within and outside the facility, and transportation, if applicable, to and from The Metro Pooch.

Owner further understands that not each and every potential risk can be listed above but, nonetheless agree that the benefits associated with dog socialization, boarding and care outweigh the possible risks, therefore, owner hereby voluntarily releases, forever discharges, and agrees to hold harmless and indemnify The Metro Pooch and its agents, successors, heirs, from any and all liability claims, demands, actions, or rights of action, which are related to, arise out of, or are in any way connected with their pet’s participation in activities at The Metro Pooch, including those allegedly attributable to the negligent acts or omissions of The Metro Pooch or their staff.

Further, Owner understands that they may be exposed to certain risks when bringing their pets to participate in activities at The Metro Pooch or when picking up or dropping off their pet to participate in activities at The Metro Pooch. Such risks may include property damage and/or physical injury inside or outside the facility, such as from falling, slipping, illness and/or dog bites. Therefore, Owner hereby voluntarily releases, forever discharges, and agrees to hold harmless and indemnify The Metro Pooch, it’s agents, successors, heirs from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with their pet’s participation in activities at The Metro Pooch.

BY SIGNING THIS AGREEMENT (DIGITALLY OR IN PRINTED FORM) I ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT, WHICH SERVES AS A PARTICIPATION AND LIABILITY WAIVER FOR ALL OF MY DOGS WHO ARE LISTED ON OR UNDER OUR ACCOUNT WITH THE METRO POOCH.

X

Pet Parent Signature