

Annie's Grooming, LLC Boarding and Services Agreement

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE ANNIE'S GROOMING, LLC (REFERRED TO AS ANNIE'S GROOMING, ANNIE'S BOARDING RETREAT, AND ANNIE'S GROOMING AND BOARDING), AND RELATED PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY AND UNDERSTAND ITS EFFECT, POLICIES, PROCEDURES, PET RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENTS.

In consideration for my pets being permitted to be a pet guest at Annie's Grooming and Annie's Boarding Retreat, by signing this document, I Owner/Guardian, make the following representations, certify the accuracy of all information provided to Annie's Grooming at any time, and agree to all the following policies, procedures, terms and conditions stated below in this Annie's Grooming, LLC Boarding and Services Agreement.

Policies, Procedures, Terms and Conditions

1. Owner/Guardian. I represent that I am the owner and/or authorized guardian of my pet and I am fully authorized to enter this agreement.

2. Refusal of Service. I understand The Annie's Grooming reserves the right to deny admittance to any pet for any reason, at any time.

3. Pet Requirements: I represent that my pet meets all of the following requirements: (1) is four months of age or older, (2) is current on his/her veterinarian recommendation and government required vaccinations, (3) is on a monthly flea and tick preventative medication, (4) has been in good health for the last 30 days prior to check-in, (5) I have completed the Dog or Cat Profile, (6) my dog will enter and exit The Annie's Grooming & Boarding facilities on a leash.

4. Health. I represent that my pet has not had any contagious illnesses of any kind for 30 days prior to check-in. I am aware and understand that Annie's Grooming and Boarding employees are not veterinarians and do not have backgrounds in animal medicine. Annie's Grooming and Boarding employees cannot diagnose or detect illnesses in the pets that are staying at Annie's Grooming and Boarding facilities. I agree to assume all risk associated with the administration of medication by Annie's Grooming and Boarding during my pet's stay. In addition, I acknowledge and am aware that vaccines do not protect against all contagious illnesses that may affect my pet. I hereby agree to indemnify Annie's Grooming and Boarding, its owners, directors, officers, employees and agents against any claims made against Annie's Grooming and Boarding, its owners, directors, officers, employees, and agents as a result of my failure to inform Annie's Grooming and Boarding of any pre-existing medical conditions that my pet may have.

5. Flea and Ticks. I agree that if any fleas or ticks are discovered on my pet during check-in or at any other time while my pet is receiving services at Annie's Grooming and Boarding, that

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Annie's Grooming and Boarding may administer a flea bath and flea spot treatment at my expense.

6. Veterinarian Care. I agree to allow Annie's Grooming and Boarding to obtain veterinarian medical treatment for my pet, if, in its sole discretion it appears the pet is ill, injured, or exhibits any other behavior that would reasonably suggest that my pet might need medical treatment. Medical treatment may require transportation of my pet to receive care and I hereby authorize such transportation. I grant Annie's Grooming and Boarding full authority to make decisions involving the medical treatment of my pet during its stay at Annie's Grooming and Boarding. I agree that I am fully responsible for the cost of any such medical treatment and transportation.

7. Veterinarian Liability: I agree that I am assuming all risk of illness, disease, harm or otherwise to my pet by allowing my pet to participate in services at Annie's Grooming and Boarding, I agree that I am assuming all risk of the consequences associated with any decisions made by Annie's Grooming and Boarding, relating to the medical care and transportation of my pet. I agree to be solely financially responsible for any and all veterinarian care of my pet while in the care of Annie's Grooming and Boarding, or as a result from time spent at Annie's Grooming and Boarding. IN ADDITION, I AGREE THAT IF MY PET IS INJURED BY ANOTHER PET, I HEREBY RELEASE ANNIE'S GROOMING AND BOARDING, ITS OWNERS, EMPLOYEES, AND AGENTS FROM ALL LIABILITY AND FINANCIAL RESPONSIBILITY FOR SUCH INJURY. I FURTHER UNDERSTAND THAT IF MY PET BITES A HUMAN OR PET, THAT ANNIE'S GROOMING AND BOARDING MAY CONTACT THE APPROPRIATE AUTHORITIES.

8. Transportation. I agree that if my pet is transported to or from Annie's Grooming and Boarding by Annie's Grooming and Boarding, its employees or agents that I AGREE TO HOLD ANNIE'S GROOMING AND BOARDING, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS HARMLESS IN THE EVENT OF INJURY OR ACCIDENT DURING TRANSPORTATION.

9. Excessive Barking: I agree to allow Annie's Grooming and Boarding to utilize a bark control collar if a dog is excessively barking. Clackamas County deems distributed barking for more than a 45 minutes per day to be a noise violation. Excessive barking disturbs the other guests.

10. Abandonment Notice. I fully understand and agree that if my pet is not picked up by myself or an authorized representative within 3 calendar days after the day my pet is scheduled to depart, that my pet shall be deemed "abandoned." I understand if I abandon my pet at an Annie's Grooming and Boarding facility, Annie's Grooming and Boarding, in its sole discretion, will try to re-home my pet, or relinquish my pet to a legal shelter of its choice. I FULLY UNDERSTAND AND AGREE THAT IF I ABANDON MY PET AT ANNIE'S GROOMING AND BOARDING, I MAY BE UNABLE TO RETRIEVE MY PET AND WILL HAVE NO RECOURSE AGAINST ANNIE'S GROOMING AND BOARDING. In addition, I understand that I will still be responsible for the unpaid charges incurred for my pet's stay.

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11. Photo and Video Release. I agree to allow Annie's Grooming and Boarding to use my pet's name and any images or videos taken while he/she is in the care of Annie's Grooming and Boarding, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials.

12. Personal Property. I agree that Annie's Grooming and Boarding shall not be responsible or liable for any lost, stolen, or damaged personal property belonging either to my dog or me.

13. GPS Collars. We strongly recommend that GPS collars are removed prior to entering the facility. Due to playing and exercising, GPS collars may fall off on the premises. Annie's Grooming and Boarding is not liable for lost property, including GPS collars.

14. Service Fees. I agree to pay for all fees, services, and products with Venmo, cashiers check or cash at the time of my pet's pickup from each visit at Annie's Grooming and Boarding. I agree to pay the cost of any check or debit charges returned or challenged for any reason.

15. Reservations. I understand that confirmed reservations are required for boarding services at Annie's Grooming and Boarding.

16. Cancellations. Non-holiday/non- peak policy: I understand that all reservations for NON-HOLIDAY/NON-PEAK DAYS must be cancelled at least three (3) days prior to my pet's reserved arrival date. I further understand that a cancellation made within three (3) days of my pet's arrival date, or a no-show will result in a fee.

Holiday/Peak day policy: I understand that all reservations for HOLIDAY/PEAK DAYS must be cancelled at least five (5) days prior to my pet's reserved arrival date. I understand that cancellation made within five (5) days of my pet's reserved arrival date, or a no show, will result in a fee.

17. Rescheduling Boarding: If a boarding visit is rescheduled, the original check in date will remain the reference point of any cancellation. If a boarding stay is cancelled within our cancellation period of the original check in date, it will result in a cancellation fee. You cannot reschedule to avoid a cancellation fee.

18. Rescheduling Grooming: any late, missed or rescheduled grooming appointment will result in the full charge of the expected service. They are still compensated for their time.

19. Check-in & Check-out Times. I understand that drop off and pickup times are by appointment only. I agree to be on time to drop off and pickup times. Being more than 5 minutes late to drop off and pickup times without a minimum of a 30 minute notice will result in a fee.

20. Early departure: Regardless of reason, once a pet's stay has begun, I understand that I am responsible for payment of all days reserved, regardless of picking my pet up prior to the scheduled departure date.

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21. Human Aggressive Dogs. Annie's Grooming and Boarding does not accept dogs that have a history of aggression toward humans, or that display aggression toward humans at an Annie's Grooming and Boarding Facility. If your dog acts aggressively towards humans in our care, you will be required to have your dog picked up immediately.

22. Property Destruction. I acknowledge that I am liable for damages caused by my dog to Annie's Grooming and Boarding Property. This includes, but is not limited to damage to kennels and cots. A dog that damages a cot, will no longer be allowed to have a cot. If your dog is displaying kennel destructive behaviors, you will be required to have your dog picked up immediately.

23. Duty to Disclose. I represent that I have disclosed and shall continue to disclose, any and all medical conditions or any other conditions, including, but not limited to, personality concerns or behaviors that may affect, limit, or prevent my pet's ability to participate in services provided by Annie's Grooming and Boarding. I understand that Annie's Grooming and Boarding is relying on and will rely on those representations to provide a safe environment for both humans and animals.

24. Controversy or Claim. I agree that any controversy or claim arising out of, or relating to this contract, or breach thereof, or as the result of any claim or controversy including the alleged negligence by any party to this contract, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. I further agree that judgment upon award rendered by an arbitrator may be entered in any Court having jurisdiction thereof and the arbitrator shall, as part of his award to the prevailing party, the cost of such arbitrations and reasonable attorney's fee of the prevailing party.

25. WAIVER, RELEASE AND INDEMNIFICATION. I RELEASE, WAIVE, DISCHARGE, INDEMNIFY AND AGREE TO HOLD ANNIE'S GROOMING AND BOARDING, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FOR ANY AND ALL MANNER OF DAMAGES, INJURY, CLAIMS, LOSS, LIABILITIES, COSTS OR EXPENSES, ATTORNEY'S FEES, CAUSES OF ACTION OR SUIT, WHATSOEVER IN LAW OR EQUITY, ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED BY ANNIE'S GROOMING AND BOARDING, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS INCLUDING WITHOUT LIMITATION: (1) ANY INACCURACY IN ANY STATEMENT MADE BY MYSELF OR INFORMATION PROVIDED BY ME TO ANNIE'S GROOMING AND BOARDING, (2) MY PET, INCLUDING BUT NOT LIMITED TO DESTRUCTION OF PROPERTY, DOG BITES, INJURY, AND TRANSMISSION OF DISEASE, AND (3) ANY ACTION BY MYSELF THAT IS IN BREACH OF THE TERMS OF THIS AGREEMENT.

26. Sole Agreement. This writing represents the sole agreement between Annie's Grooming and Boarding and the Owner/Guardian.

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27. Affirmation. Each time I bring my pet into an Annie's Grooming and Boarding facility, I am re-affirming the terms of this agreement, including updated claims, and the truthfulness and accuracy of all the statements I have made in this agreement.

I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT AND UNDERSTAND THAT I WILL GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO ANNIE'S GROOMING, LLC, ITS OWNERS, OFFICERS, EMPLOYEES AND AGENTS TO THE GREATEST EXTENT PERMITTED BY LAW. I FURTHER AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

I hereby understand that these claims are subject to change without notice. For the most current agreements, or contact our front desk.

First Name: _____

Last Name: _____

Signature: _____

Date: _____

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