

**Beyond the
Walk**
Doggie Daycare and Boarding

This Contract applies to all of your (the Legal Owner's) Dog's transportation to/from, visits to and stays at Beyond the Walk, LLC. Unless specified, the terms of this Contract cover Beyond the Walk, LLC. and Beyond's owner, operator, and caregivers.

1. Services. We agree to provide your pet with adequate exercise, sufficient opportunities to socialize with caregivers and to eliminate outdoors, and feedings and medications (if applicable) per your instructions within the Client Information Form. Your dog may be provided additional/different food items/treats during their stay unless otherwise noted on the Client Information Form. Owners that elect the additional Service of having their Dog(s) picked up from them and/or dropped off to them by Beyond caregivers will receive pick up/drop off service to/from Beyond's primary location of operation (51 Lawnwood Annex, Newton, NJ 07860) and to the specified pick up/drop off location determined by the owner and agreed upon by Beyond for an additional expense as set forth at the election of such services.

Initial Date

You acknowledge that your dog(s) may need to be contained without access to other humans/dogs for periods of time including, but not limited to, on or within the primary location of operation, during transportation, and/or at/during off location activities (unless you opt-out of off location activities and do not elect for transportation services). Methods for containment of dog(s) may include, but are not limited to, fenced areas, tie-outs, crates/kennels/cages, exercise pen(s), and separate rooms.

You acknowledge that your dog(s) will be provided access to the outdoors during their stay including, but not limited to fenced in areas off-leash (dog's collar and/or harness may not be affixed to a leash or long-line leash) and in un-fenced areas on leash (dog's collar and/or harness is affixed to a leash or long-line leash). You acknowledge that alternative equipment including, but not limited to leashes, long leashes, chain leashes, tie-out lines, collars, harnesses, muzzles, and head halters, not provided by the owner may be used during the dog's stay as determined necessary by Beyond at its sole discretion. You acknowledge that Beyond will never use equipment considered to be aversive on dogs or to contain dogs at any time during their stay at Beyond including, but not limited to, choke, prong or electric/shock/vibration/beep collars or electronic fence systems regardless if such equipment was provided or recommended for use by you.

Initial Date

Although consideration is given to dog safety and reasonable restraint to secure dogs safely outside by Beyond at its sole discretion, you acknowledge that reasonable risk exists with any dog both leashed in an un-fenced area and unleashed in a fenced area and YOU RELEASE BEYOND, ITS OWNER, OPERATOR, AND CAREGIVERS FROM ANY LIABILITY FOR RELATED INJURIES OR DOG ESCAPE/LOSS OF DOG. If your dog becomes lost at any time during your dog's stay, Beyond will attempt to notify you or your Emergency Contact and exercise reasonable efforts to locate your dog.

2. Transportation and Off Location Activities. Electing transportation services means the dog(s) will travel by car driven by a Beyond caregiver. The Dog(s) may also be transported in a car during their stay regardless of whether the owner has elected transportation services. The purpose of such car rides would be to transport the dog(s) to/from optional activities that the dog(s) may partake in at the discretion of Beyond caregivers (i.e. hiking, walks, other dog-friendly locations). Such activities are optional for Beyond to provide and cannot be requested by/required by the owner and will be decided upon based on workload, weather, and the dog(s). You acknowledge that we may contact appropriate authorities if your dog bites another dog or any person while off location. You acknowledge that reasonable risk exists relating to damage, illness or injury including, but not limited to/by other dogs/people/the environment. Although consideration is given to dog safety and reasonable restraint to safely secure dogs in cars by Beyond at its sole discretion, you acknowledge that reasonable risk exists in transporting dogs in cars and during entry/exit of cars and YOU RELEASE BEYOND, ITS OWNER, OPERATOR, AND CAREGIVERS FROM ANY LIABILITY FOR RELATED INJURIES OR DOG ESCAPE/LOSS OF DOG. (See Contact With Other Dogs. See Communicable Diseases.) YOU MAY OPT-OUT OF OFF LOCATION ACTIVITIES FOR YOUR DOG(S). THIS MEANS THAT YOUR DOG WILL NOT LEAVE THE PRIMARY LOCATION (51 LAWNWOOD ANNEX, NEWTON, NJ 07860) FOR ANY REASON OTHER THAN ELECTED PICK UP/DROP OFF SERVICES AND/OR MEDICAL/ABANDONMENT PROCEDURES SET FORTH WITHIN THIS CONTRACT. Absence of initial below will be considered opt-in/permission for dog(s) to partake in off location activities.

I (dog(s) owner) opt-OUT of off location activities for my dog(s).

Initial Date

3. Payment for Services. You agree to pay Beyond's owner/operator for the Services provided to your Dog(s) at the conclusion of each visit upon pickup of the Dog(s) at the rates set forth at the start of such visit less any deposit paid in advance of the visit (collectively the "Charges"). Prices are subject to change without notice and holiday rates may apply. Charges begin at the time your Dog(s) arrive, on the day you leave your Dog(s) at Beyond and/or when Services begin. Check out time is to be provided by the dog owner and agreed upon by Beyond's owner/operator. If dog(s) are not picked up by the check out time agreed upon, Beyond reserves the right to forfeit the check out arrangement and determine a new check out arrangement with dog(s)' owner which may result in an extension of the daycare/boarding reservation and additional Charges. A \$40 return check fee will apply for any returned check.

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All purchases of Services are subject to sales tax per New Jersey state tax regulations and are subject to change without notice. Non-cash payments (excluding check payments) are subject to a 3% processing fee which is applied to the total cost of Services plus New Jersey state tax.

If you do not pay your bill in full at check-out, Beyond is required to return your Dog to you at the time of check-out. You understand, however, that you will remain liable for all Charges incurred during your Dog's stay, and Beyond reserves the right to collect any unpaid balance including without limit the court costs and reasonable attorneys' fees incurred in the collection of the Charges.

4. Reservations. Reservations are accepted but not guaranteed without verification of Beyond the Walk, LLC. dog acceptance policies and a paid deposit. A deposit in the amount of 20% of the full amount of the dog(s) stay is due at the time of booking to reserve your dog(s) spot. We encourage owners to visit our location prior to booking so that we can assess the dog(s) to ensure Beyond can accept them. Select dogs can have their meet and greet waived. However, this is not a commitment to daycare or boarding. As determined by Beyond's owner, dogs with a current history of socializing nicely with other dogs and are crate trained can be booked without a meet and greet if there are scheduling or distance issues or upon Beyond's sole discretion.

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If upon arrival there are issues that cannot be accommodated by Beyond, alternative boarding arrangements will need to be sought by the dog(s)' owner. (See Pet Health and Behavior.) Upon arrival, owner must drop dog with Beyond owner, operator or caregiver. Beyond is not responsible for any dog(s) dropped off/deposited on, at, or within the primary location or any meeting place for pick up without a Beyond owner, operator or caregiver present. **DO NOT ENTER OR LEAVE DOG ON PROPERTY UNATTENDED UNLESS OTHERWISE DIRECTED BY BEYOND OWNER, OPERATOR, OR CAREGIVER.**

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Initial Date

If a boarding reservation is shortened during the dog's stay, all other terms in this Contract remain applicable and the 20% deposit for any days cancelled will not be refunded.

5. Cancellations. If you need to cancel your reservation, please do so by notifying Beyond with as much notice as possible. Beyond reserves the right to retain the 20% deposit that was paid at the time of reservation for daycare reservations cancelled less than 24 hours prior to the start date/time of the daycare reservation and/or boarding reservations cancelled less than one (1) week prior to the start date of the boarding reservation.

6. Emergency Contact. You must provide an adult, over the age of 18, as an Emergency Contact for Beyond on the Client Information Form if you are unable to be reached in case of emergency. Your Emergency Contact must also be someone other than the primary owner(s) and should not be someone traveling with you if you are leaving town. If we cannot reach you, you authorize us to contact your Emergency Contact. You agree that your Emergency Contact shall have your full and complete authority to make any and all decisions, including those related to the health of your dog(s) and the expenditure of funds, for or on behalf of you and your dog(s).

7. Emergencies. In an emergency or natural disaster, every effort will be made to contact you or your Emergency Contact to retrieve your dog. You agree that Beyond, at its sole discretion, is authorized to transport, and/or to make temporary alternative arrangements to house and care for your dog(s) until you or your Emergency Contact can retrieve the Dog(s). You understand it may not always be possible to safely evacuate your dog(s).

8. Check-In and Check-Out. We may require government issued identification before releasing the dog(s) to ensure we only release your Dog to you or your Emergency Contact.

9. Personal items. Do not bring items with your Dog that are valuable or irreplaceable. Beyond is not responsible for loss or damage to any personal item or toy left with your Dog.

10. Pet Health and Behavior. We reserve 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 Beyond's caregivers. No Dog can stay with us unless the Dog is healthy which may include confirmation from a licensed veterinarian or approved designee that the Dog has received all vaccinations required by Beyond which is subject to change. If at any time your Dog is found to have fleas or ticks, we may provide the appropriate flea or tick removal treatment, and you authorize us to provide such service at your additional expense. You represent that your Dog has no illness, injury or behavior problem (including aggressive or biting behavior) that has not been disclosed to us. We may accept certain older Dogs and we may administer routine medication for chronic conditions, but we are not equipped to care for acutely sick Dogs or aggressive or biting Dogs. You represent that your Dog has not been exposed to rabies, distemper, or parvovirus within 30 days prior to beginning its stay with us. You represent that your dog has not had bite injuries of unknown origin within 8 months prior to beginning its stay with us. You represent that your dog has not been diagnosed with any tick borne diseases or, if your dog has, has completed treatment and been provided a clean bill of health by a licensed veterinarian to have contact with other dog(s). If your dog has been treated for a contagious illness, we will not accept your dog(s) for at least two (2) weeks after treatment has been completed and a statement of health is obtained from a licensed veterinarian. You acknowledge that we may contact appropriate authorities if your dog bites another dog or any person. You acknowledge and agree that in the unlikely event your dog becomes ill or injured, or if your dog has a preexisting condition which is aggravated by its stay, and requires professional attention we will attempt to notify you or your Emergency Contact at the telephone numbers you provide within the Client Information Form. If we cannot reach you or your Emergency Contact, Beyond at its sole discretion, may engage the services of a veterinarian 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. 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, Beyond, 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. Beyond is not responsible for any change in dog's behavior during or after their stay.

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In the unfortunate event that your dog passes away while in our care, we will hold your dog until you or your Emergency Contact are able to pick up your dog; or if you wish, at your expense, we will arrange to have your dog cremated. If we cannot reach you or your Emergency Contact or neither is available to pick up your dog, you agree that we can make arrangements for your dog to be stored at an alternate location and/or cremated as provided by law at your additional expense. You acknowledge and agree that in the unlikely event that your Dog passes away, **YOU RELEASE BEYOND, ITS OWNER, OPERATOR, AND CAREGIVERS FROM ANY LIABILITY FOR SUCH DEATH.**

11. Contact with Other Dogs. While your Dog is staying with us, he or she may commingle and socialize with other Dogs. Every effort will be made to ensure the safety of our clients and their dogs by assessing each Dog.

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You acknowledge and agree that in the unlikely event your Dog is injured, **YOU RELEASE BEYOND, ITS OWNER, OPERATOR, AND CAREGIVERS FROM ANY LIABILITY FOR SUCH INJURY.** If your Dog injures another Dog or any person, you will be solely responsible for any injury to the other Dog(s)/or person(s) as well as your own Dog, and **YOU RELEASE BEYOND, ITS OWNER, OPERATOR, AND CAREGIVERS FROM ANY LIABILITY FOR SUCH INJURY.**

12. Communicable Diseases. Although all Dogs staying with Beyond are required to be vaccinated, it is still possible for a Dog to become ill. Dogs may also partake in activities at locations other than the primary location (unless you opt-out from such activities) at which the Beyond is

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operated at which risk may exist for the dog to be exposed to illnesses as any dog may be when in public places. You understand this risk and agree that Beyond is not liable for any illness or any expense related to illness suffered by your dog during or after its stay.

13. Dog(s) not picked up on Departure Date. If you or your Emergency Contact do not pick up your Dog at the agreed upon date and time or agreed upon extended date and time, you hereby authorize us to continue to provide the Services as set forth in this Contract at your expense. If Beyond determines, at its sole discretion, that an extension of Services is required, payment in full may be required prior to extending such Services. Notwithstanding the foregoing, if your Dog is deemed abandoned under local, state, or federal laws or regulations, or in Beyond's discretion as permitted by law, we will follow the Abandoned Pet Procedure. Dogs at Beyond for daycare services may be converted to boarding services if the Dog has not been picked up by the agreed upon time or agreed upon extended time and you shall pay the expense.

14. Abandoned Pet Procedure. Unless otherwise required by applicable law, if you fail to pick up your Dog by the designated time, all Services will stop, with the exception of medication administration necessary to ensure Dog health and safety and basic boarding services (food, water, relief time and shelter). We will attempt to contact you by telephone and/or in writing using the information that you have provided, advising you that if your Dog is not picked up within a reasonable time period, your Dog will be deemed to be abandoned and that we will deliver the Dog to a third party adoption partner, Animal Control or other similar government agency. You understand that you may lose ownership of your Dog under these circumstances. If you fail to pick-up your Dog for any reason, YOU RELEASE BEYOND FROM ALL FURTHER LIABILITY AND RESPONSIBILITY FOR YOUR DOG. You shall remain liable to us for all unpaid Charges, including without limit the court costs and reasonable attorneys' fees incurred in the collection of the Charges.

15. Sole Ownership. You represent to us that you are the owner(s) of the Dog(s) and that you are fully authorized to enter into this Contract. All of the information about you and your Dog in this Contract is true, accurate and complete. In a custody dispute we will require proof of ownership, a written property settlement agreement or court decree. You agree to indemnify and hold us harmless, from and against all loss, damage or expense, including attorneys' fees, resulting from misrepresentations by you or your representatives or resulting from your Dog's stay including, without limitation, any person claiming to be the owner of your Dog and any person claiming damage or injury by your Dog.

16. Miscellaneous Provisions. This written Contract constitutes our entire and only agreement and there are no oral agreements or understandings except as provided for in this Contract. This Contract shall bind us and our assigns and you and your heirs and assigns. The law that applies to the Contract is the law of the state or province and municipality where your Dog is to stay. If there are disputes that result in litigation, the courts of the state or province and municipality where your Dog is to stay shall have exclusive jurisdiction. We may take a photo of your dog while your dog is receiving our Services or in our care ("Photo"). You hereby grant Us the perpetual, irrevocable, royalty-free right and license to publish, distribute, adapt, modify, or otherwise use the Photo, or any portion thereof, in any manner for any commercial or non-commercial purpose without your notice, review or approval.

17. Definitions. The terms used throughout this Contract, whether capitalized or not, and in either the singular or plural form, means as follows: "We", "Us", and "Beyond" means Beyond the Walk, LLC., its owner, operator, and caregivers. "You", "your", and "owner" shall mean the Owner of the Dog(s) signing this Contract. "Dog" or "your dog" shall mean the dog(s) staying at Beyond the Walk, LLC. and shall refer to the Dog(s) designated by the Owner in this Contract. You have read this entire Contract, you have had the opportunity to discuss it with us to your satisfaction, and you agree to its terms.

Owner

 Dog(s) Owner Name Print

 Dog(s) Owner Signature

 Date

Dog(s) Name(s)

 Dog 1

 Dog 2

 Dog 3

 Dog 4