

Beyond the Walk

Daycare | Boarding | Training

This Contract applies to all of your (the Legal Owner's) dogs' transportation to/from, Services including visits to and daycare/boarding Services at Beyond the Walk, LLC. including, but not limited to, any additional Services and/or Specialized Services, whether elected or not. Unless specified, the terms of this Contract cover Beyond the Walk, LLC. including, but not limited to, Beyond's owner, operator, staff, associates, and independent contractors.

1. Services. We agree to provide the Dog with feedings and medications (if applicable) per your instructions provided via our online forms and sufficient water and opportunities to exercise, socialize with a human, and eliminate outdoors to the best of our ability at our sole discretion. Clients that elect the additional Service of having their dog transported by Beyond will receive said transportation Service to/from Beyond's primary location of operation and to the specified location determined by you and agreed upon by Beyond for an additional expense as set forth at the election of such Services. Clients that elect any additional Services, classified as Specialized Services, including, but not limited to, exploration walks, enrichment snacks, and training will receive said Services which may include transportation Services as long as the Dog's welfare is not compromised by providing said Services at Beyond's sole discretion. You acknowledge that the Dog 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 Services including Services rendered at locations other than Beyond's primary location of operation. Methods of containment of the Dog may include, but are not limited to, fenced areas, tie-outs, crates/kennels/cages, exercise pens, gates, within a car, and separate rooms. You acknowledge that the Dog will be provided access to the outdoors during Services including, but not limited to, fenced in areas off-leash (no collar and/or harness may not worn and/or be affixed to a leash or long-line leash) and in unfenced areas on leash (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/lines, chain leashes, tie-outs, collars, harnesses, muzzles, and head halters not provided by the owner may be used during the Dog's Service as determined necessary by Beyond at its sole discretion. You acknowledge that Beyond may not use equipment considered to be aversive on dogs or to contain dogs including, but not limited to, electronic/shock/vibration/beep collars or electronic fence systems regardless if such equipment was provided, requested, or recommended for use by you. Although consideration by Beyond at its sole discretion is given to the Dog's safety and reasonable restraint used to secure the Dog safely, you acknowledge that reasonable risk exists with any dog including, but not limited to, crating/other containment, in a vehicle, leashed in an unfenced area, and unleashed in a fenced area. **YOU RELEASE BEYOND, ITS OWNER, OPERATOR, STAFF, ASSOCIATES, AND INDEPENDENT CONTRACTORS FROM ANY LIABILITY RELATING TO HEALTH/SAFETY/BEHAVIOR/DAMAGES AS SUCH RELATE TO SERVICES.**

1.a. Packages. Packages are valid for the elected quantity of daycare services (up to 12 hours of care/day, subject to \$3/hour charge after 12 hours) for 61 days beginning on the date of use of the first daycare service in the package. Payment for the full cost of any and all packages is due at time of purchase and is not refundable and nontransferable and not valid for credit, cash value, or reimbursement or applicable to any other services or products. Each daycare date is valid for up to 12 hours of daycare services on each daycare service date with any additional service hours exceeding 12 hours subject to additional charges of \$3/hour with any unused hours less than 12 hours forfeited, nontransferable, and not valid for credit, cash value, or reimbursement or applicable to any other services or products. Packages purchased may be used for any dog in the household. Clients may elect for daycare services for 1 or all of their dogs on any given day. Package daycare services are used in the manner of 1 daycare service/dog/day. Packages will not begin to expire in the year of purchase until the first daycare service in the package is used. This enables clients to purchase multiple packages to use throughout a calendar year despite the limited time offering of packages. The first daycare service in the package must be used no later than November 30th, 2019. All packages expire in full on December 31st, 2019. Packages are offered only as stated on our website. Subject to space availability and drop off/pick up appointments. All other Service terms apply. Long term boarding packages provide a discount on the full package of consecutive boarding services. Applicable to consecutive night boarding only. Discount not applicable to Specialized Services. Discount applies to additional dogs in addition to a single dog. All other Service terms apply.

2. Loss of Dog. If the Dog becomes lost at any time during the Dog's Service, Beyond will attempt to notify you or your Emergency Contact and exercise reasonable efforts to locate the Dog. **YOU RELEASE BEYOND, ITS OWNER, OPERATOR, STAFF, ASSOCIATES, AND INDEPENDENT CONTRACTORS FROM ANY LIABILITY FOR ESCAPE/LOSS OF DOG AND ANY RELATED ILLNESS/INJURIES/DEATH/DAMAGES.**

3. Transportation. Transportation means the Dog will travel by any mode of transportation operated by Beyond within our ability or, if not within our ability, any other human that may provide necessary transportation at our sole discretion. The Dog may be transported during Services regardless of whether you have elected for transportation to/from our primary location of operation and to/from other locations including, but not limited to, hikes, walks, veterinarians or other locations providing medical treatment, alternative locations/arrangements to house and care for the Dog, and other optional activities that the Dog may partake in as long as the Dog's welfare is not compromised by providing said Services excepting for instances in which compromising the Dog's welfare through transportation is outweighed by the benefit of being transported at Beyond's sole discretion. You acknowledge that reasonable risk exists relating to damage, illness, and/or injury including, but not limited to, to/by other dogs/people/the environment. Although consideration is given to Dog safety and reasonable restraint to safely secure Dogs to the best of our ability at our 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, STAFF, ASSOCIATES, AND INDEPENDENT CONTRACTORS FROM ANY LIABILITY FOR TRANSPORTATION RELATED ILLNESS/INJURIES/DEATH/DAMAGES.**

4. Payment for Services. Charges begin at the time Services begin or are scheduled to begin. Charges/pricing are subject to change without notice and holiday rates may apply. All purchases of Services are subject to sales tax per New Jersey state tax regulations and are subject to change without notice. Any agreement of rates/payments are invalid unless reflected on invoice in our online system and are subject to change without notice as Services rendered accumulate. Only Beyond's owner/operator may set/confirm rates/payments. You agree to pay Beyond's owner/operator for the Services provided to the Dog at the conclusion of each Service upon departure or per the terms set forth by Beyond which are subject to change without notice and at the rates set forth at the start of said Service less any deposit paid in advance of the Service plus any additional charges accumulated during said Services at Beyond's sole discretion (collectively the "Charges"). We accept all major credit/debit cards, check, and cash. Credit/debit card can be processing over the phone or in person. Checks can be made out to Beyond the Walk LLC and can be mailed. Cash payments must be delivered in person. A \$40 return check fee will apply for any returned check. If you do not pay your bill in full at the Dog's departure, you understand that you will remain liable for all Charges incurred during the Dog's Services, 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.

5. Reservations and Arrival/Departure. Reservations may only be confirmed by Beyond's owner/operator and a paid deposit is required. A percentage of the full amount of the estimated Services (less applicable sales tax) or set base deposit amount (if deposit percentage is less) is due as a deposit at the time of booking to reserve the Dog's spot and said percentage is subject to change without notice. We encourage owners to schedule an appointment to visit our location prior to booking so that we can assess the dog to ensure Beyond can accept them and to ensure you would like to reserve the Dog's Service. Arrival/departure time is to be provided by the dog owner and agreed upon by Beyond's owner/operator. If dog does not arrive/depart by the time agreed upon, Beyond reserves the right to forfeit the arrival/departure arrangement and determine a new arrival/departure appointment with dog's owner which may result in an extension of Services and additional Charges which will remain due at the time of departure or may become due at any time at Beyond's sole discretion. You agree that in the event that the Dog is not picked at the arranged pick up date/time, the Dog may be turned

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over to your Emergency Contact. If upon arrival there are issues that cannot be accommodated by Beyond at our sole discretion, alternative boarding arrangements will need to be sought by you. Upon arrival, all dogs must be left in the direct supervision/presence of a human authorized by Beyond. Beyond is not responsible for any dog dropped off/deposited on, at, or within the primary location or any meeting place without a human authorized by Beyond to take over care of the dog. **YOU AGREE NOT TO ENTER OR LEAVE DOG ON PROPERTY UNATTENDED UNLESS OTHERWISE DIRECTED BY BEYOND AND NOT TO GREET/ALLOW THE DOG TO GREET DOGS/HUMANS WHEN ARRIVING/DEPARTING.**

6. Cancellations. Service cancellations should be communicated to Beyond with as much notice as possible. An administrative fee of a set dollar amount will be retained from each deposit per booking if cancelled at any time and is non-transferable. Beyond reserves the right to retain the full deposit paid for Services if cancellation notice is provided with less notice prior to the state date/time of the Service than as stated on our website which is subject to change at any time. Any cancellations after the previously stated windows will result in your deposit being non-refundable and non-transferable. If Services are canceled or shortened while Services are being rendered, all terms in this Contract remain applicable and the applicable deposit amount for cancelled Services will be retained.

7. Emergency Contact/Authorized Individual(s). You must provide an adult, over the age of 18, as an Emergency Contact for Beyond if you are unable to be reached in case of emergency. Your Emergency Contact must also be someone other than the primary owner and should not be someone traveling with you if you/they will be unavailable during the Dog's Services. You may also list contact information of an authorized individual(s). If we cannot reach you, you authorize us to contact your Emergency Contact/authorized individual(s). You agree that your Emergency Contact/authorized individual(s) shall have your full and complete authority to make any and all decisions, including those related to the health of the Dog and the expenditure of funds, for or on behalf of you and the Dog. We may require government issued identification before releasing the Dog to ensure we only release the Dog to you, your Emergency Contact, or authorized individual(s).

8. Emergencies. In an emergency or natural disaster, every effort will be made to contact you, your Emergency Contact, or authorized individual(s). You agree that Beyond, at its sole discretion, is authorized to transport, and/or to make alternative arrangements to house and care for the Dog until you, your Emergency Contact, or authorized individual(s) can retrieve the Dog including, but not limited to, another daycare/boarding facility, a Beyond associate or independent contractor, or a veterinary office. You understand it may not always be possible to safely evacuate the Dog and **YOU RELEASE BEYOND, ITS OWNER, OPERATOR, STAFF, ASSOCIATES, AND INDEPENDENT CONTRACTORS FROM ANY LIABILITY FOR EMERGENCY RELATED ILLNESS/INJURIES/DEATH/DAMAGES.**

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

10. Pet Health and Behavior. We reserve the right to refuse to accept a Dog 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 humans or other dogs or presents behavior that Beyond cannot accommodate at Beyond's sole discretion. No Dog can receive Services with us unless the Dog is healthy within our health requirements at our sole discretion which may include confirmation from a licensed veterinarian or approved designee that the Dog does not have any contagious illness and/or has received all vaccinations required by Beyond which is subject to change. The Dog may be provided additional/different food items/treats and/or behavioral/health aids during their Service at Beyond's sole discretion, including providing enrichment snack items and/or behavioral/health aids at your expense. If at any time the Dog is found to have fleas or ticks, we may provide the appropriate flea or tick removal/termination treatment, and you authorize us to provide such Service at your additional expense. You represent that the Dog has no illness, injury, or behavior concern (including aggressive or biting behavior) that has not been disclosed to us. We may accept dogs of older age, on medication, and/or dogs with aggression concerns/bite history and we may administer medication, but we are not equipped to care for acutely sick or aggressive or biting dogs. You represent that the Dog has not been exposed to rabies, distemper, or parvovirus or had bite injuries of unknown origin within one (1) year prior to beginning its Service or visiting Beyond. You represent that the Dog has not been diagnosed with any tick borne diseases or, if the Dog has, this has been disclosed to us, the Dog has completed treatment, and been provided a clean bill of health by a licensed veterinarian or is undergoing treatment at Beyond's sole discretion. If the Dog has been treated for a contagious illness, we may not accept the Dog for at least two (2) weeks after treatment has completed and/or a statement of health is obtained from a licensed veterinarian. You acknowledge that we may contact appropriate authorities if the Dog bites another dog or any person. Beyond will do its best to keep dogs with a history of swallowing/consuming inedible items from consuming said items if such information was provided within Beyond's online forms. Regardless if such information was or was not provided, you acknowledge that the Dog may swallow/consume inedible items and you agree that any expense relating to such condition whether incurred by Beyond seeking treatment or yourself seeking treatment is at your sole expense and **YOU RELEASE BEYOND, ITS OWNER, OPERATOR, STAFF, ASSOCIATES, AND INDEPENDENT CONTRACTORS FROM ANY LIABILITY FOR ANY CONDITION, ILLNESS, TREATMENT, OR EXPENSE RELATING TO SUCH BEHAVIOR OF THE DOG.** You acknowledge and agree that in the unlikely event the Dog becomes ill or injured, or if the Dog has a preexisting condition which is aggravated during Services and requires professional attention we will attempt to notify you or your Emergency Contact and if we cannot reach you or your Emergency Contact, Beyond at its sole discretion, may engage the services of a veterinarian and/or administer remedies/medicine or give other necessary attention to the Dog, and you authorize us to provide any such Service at your additional expense. In cases we believe to be critical, we may take the Dog to the veterinarian first before trying to contact you. If you refuse medical treatment for the Dog, Beyond, at its sole discretion, may engage the services of a veterinarian and/or administer medical care to make the 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 the Dog based on the recommendations of available professionals. **YOU RELEASE BEYOND, ITS OWNER, OPERATOR, STAFF, ASSOCIATES, AND INDEPENDENT CONTRACTORS FROM ANY LIABILITY FOR ANY CONDITION, ILLNESS, TREATMENT, OR EXPENSE RELATING TO THE HEALTH/WELLNESS OF THE DOG.** Beyond is not responsible for any change in dog's behavior during or after their Service. In the unfortunate event that the Dog passes away while in our care, the Dog may be brought to a veterinary office for holding until you or your Emergency Contact are able to pick up the Dog; or if you wish, at your expense, we will arrange to have the Dog cremated. If we cannot reach you or your Emergency Contact or neither is available to pick up the Dog within a reasonable amount of time, you agree that we can make arrangements for the 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 the Dog passes away, **YOU RELEASE BEYOND, ITS OWNER, OPERATOR, STAFF, ASSOCIATES, AND INDEPENDENT CONTRACTORS FROM ANY LIABILITY FOR SUCH DEATH.**

11. Contact with Other Dogs. While the Dog is Servicing with us, he or she may have contact with other dogs, however contact with other dogs is not guaranteed. Every effort will be made to ensure the safety of our clients' dogs. You acknowledge and agree that in the unlikely event the Dog is injured, **YOU RELEASE BEYOND, ITS OWNER, OPERATOR, STAFF, ASSOCIATES, AND INDEPENDENT CONTRACTORS FROM ANY LIABILITY FOR SUCH INJURY.** If the 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 **BEYOND, ITS OWNER, OPERATOR, STAFF, ASSOCIATES, AND INDEPENDENT CONTRACTORS FROM ANY LIABILITY FOR SUCH INJURY.**

12. Communicable Diseases. To reduce the spread of disease and chance of outbreak at Beyond, we ask that clients do not visit dog parks, events at which the health status of dogs is not regulated/monitored, groomers, daycare/boarding facilities, or other places where dogs you do not personally

For your review. Please complete Contract Agreement in your profile on our online booking site.



know congregate at least two (2) weeks prior to the start date of any and all of the Dog's Services at Beyond. If the Dog is actively attending training classes, we will discuss the level of dog exposure the Dog has at training to determine their potential risk of exposure to any illness. You represent that the Dog has not visited the aforementioned locations/venues in at least two (2) weeks prior to the Dog's Service and you represent that the Dog will not visit the aforementioned locations/venues at least two (2) weeks prior to the start date of any and all future Services at Beyond. Although all dogs Servicing with Beyond are required to have certain current vaccinations at Beyond's sole discretion, it is still possible for a dog to become ill. Dogs may also partake in activities at locations other than Beyond's primary location 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 the Dog during or after Services. You will be solely responsible for any expenses related to illness. YOU RELEASE BEYOND, ITS OWNER, OPERATOR, STAFF, ASSOCIATES, AND INDEPENDENT CONTRACTORS FROM ANY LIABILITY FOR SUCH ILLNESS.

13. Dog not Departed by Departure Appointment Date/Time. If you or your Emergency Contact do not pick up the 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 the Dog is deemed abandoned under local, state, or federal laws or regulations, or in Beyond's sole discretion as permitted by law, we will follow the Abandoned Pet Procedure. Dogs at Beyond for daycare Services may be converted to overnight 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 the 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 the Dog is not picked up within a reasonable time period, the 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 at Beyond's sole discretion. You understand that you may lose ownership of the Dog under these circumstances. If you fail to pick up the Dog for any reason, YOU RELEASE BEYOND FROM ALL FURTHER LIABILITY AND RESPONSIBILITY FOR THE DOG. You shall remain liable to us for all unpaid Charges, including without limit any additional expenses incurred while caring for the Dog in excess of the agreed upon Services, any cost incurred surrendering the Dog to a third party adoption partner, animal control, or other similar government agency, and 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 of the Dog and that you are fully authorized to enter into this Contract. All of the information about you and the Dog provided within Beyond's online forms 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 the Dog's Services including, without limitation, any person claiming to be the owner of the Dog and any person claiming damage or injury by the 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, including, but not limited to Beyond, it's owner, operator, staff, associates, and independent contractors, and you and your heirs and assigns. The law that applies to the Contract is the law of the state or province and municipality of Beyond's primary location. If there are disputes that result in litigation, the courts of the state or province and municipality at which the Dog was located at the time of the subject/matter shall have exclusive jurisdiction. We may take a photo of the Dog while the Dog is receiving our Services/in our care. 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, staff, associates, and independent contractors. "You", "your", "client", and "owner" shall mean the owner of the dog(s) signing this Contract. "Dog" or "the Dog", singular or plural, shall mean the dog(s) Serviced at Beyond the Walk, LLC. and shall refer to the dog(s) designated by the owner in this Contract. "Primary location of operation" refers to 51 Lawnwood Annex, Newton, NJ 07860. 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) Name(s)

Client's Name Print

Dog 1

Client's Signature

Dog 2

Date

Dog 3

Dog 4

Dog 5