

LOVE MY DOG
DAYCARE & BOARDING AGREEMENT

This Love My Dog Daycare & Boarding Agreement (“Agreement”) is made on the date of signature below between Love My Dog Resort and Playground, Inc, (hereinafter “Love My Dog”) and the pet owner (hereinafter “Owner”), and hereby agrees to be bound by the following:

Whereas, Love My Dog is a dog day care and boarding facility located in 6427 54th Avenue North, St. Petersburg, Florida 33709.

Whereas, Owner is the lawful pet owner of dog(s): 1) _____,
2) _____, 3) _____, and
4) _____.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, and said promises and the mutual covenants and agreements set forth in this Agreement, the Parties hereto, intending to be legally bound, hereby agree as follows:

I. Love My Dog Facilities.

a. Love My Dog Facilities. Love My Dog is a dog daycare and boarding facility specializing in the care of dogs. Love My Dog provides an environment for dogs to socialize, play, romp, and run in supervised and closed off quarters. Love My Dog provides both indoor and outdoor facilities. Indoor and outdoor facilities are provided to ensure the dogs are kept in closed off and safe areas to play in the event of severe heat, rain, thunderstorm, or other unexpected weather events, and to separate groups of dogs in the event of full capacity.

b. Love My Dog. Waterpark. A separate water park area is provided for the dogs to use for one (1) hour per day, if agreed to by the pet owner and paid for separately. Waterpark facilities are not available to dogs whose owners do not sign and pay separately for the waterpark facilities.

II. Hours of Operation.

a. Boarding Hours of Operation. The Facilities are open from 7:00am to 6:00pm Monday – Friday and 8:00am to 5:00pm on Saturdays. The Facilities are open from 11:00am to 2:00pm on Sundays for pick up only.

b. Daycare Hours of Operation. The Facilities are open from 7:00am to 7:00pm Monday – Friday and 10:00am to 5:00pm on Saturdays. The Facilities for daycare are not open on Sundays.

III. Scope of Services & Warranties.

a. Boarding Scope of Services. Included in boarding is time for Owner's dog(s) to play and take care of bathroom needs three (3) times per day for one (1) hour each time. Should Owner request additional play time, Owner must pay the Additional Play Payments in Paragraph IV(a)(iii).

i. Additional Services. Owner understands and agrees that additional services may be needed for the care of Owner's dog(s) while boarding at Love My Dog. The following Additional Services, include, but are not limited to: a required entry bath more specifically described in Paragraph X(a), keeping coat in groomed and well-kept condition, feeding special diets, attending to particular medical care, pilling, transporting to a veterinarian or animal hospital, additional baths, and any other services related to keeping Owner's dog(s) healthy and safe. Owner hereby stipulates to the reasonableness of the Additional Services, the need determined solely and exclusively by Love My Dog.

b. Daycare Scope of Services. Included in daycare is unlimited access to both inside and outside facilities. Dog(s), at the sole discretion of Love My Dog, will have the freedom to move between the two areas during the day.

c. Love My Dog Warranties. Love My Dog does not warrant to Owner specialized medical knowledge and/or treatment of dogs. Love My Dog does not maintain veterinarians, animal surgeons, or licensed practitioners that can provide needed treatment or operate on dogs on the premises. Love My Dog does not warrant to Owner to have any animal behaviorists specialists or any advanced expert knowledge on dogs.

IV. Payments By Owner.

a. Boarding Payments.

i. Payments. Owner understands and agrees that prices for boarding package options are subject to change over time and agrees to be bound by the then prevailing fees at the time Owner places Owner's dog(s) in boarding. Notwithstanding this previous sentence, Owner understands and agrees to be bound by the following:

a. Owner's dog(s) scheduled to stay two weeks or longer require a fifty percent (50%) deposit upfront, which remaining balance is due immediately upon pick-up;

b. Love My Dog may require upfront monthly installments for extended stays;

c. Boarding reservations that fall over a Holiday require a deposit of \$100.00; Love My Dog must be notified of cancellations at least 7 days prior to reservation arrival date; any cancellations within seven days of reservation arrival date and deposit will be non-refundable;

d. Any amounts remaining on any boarding package become due upon pick-up on demand and without notice or offset.

ii. Additional Payments. Owner understands and agrees that Owner's dog(s) may require additional care while boarding at Love My Dog and rates may vary from

breed to breed. Owner agrees to pay for such Additional Payments associated with Additional Services in Paragraph I(b)i and Mandatory Entry Bath in Paragraph X(a) at the time of pick-up and stipulates to the reasonableness of such rates.

iii. Additional Play Payments. Love My Dog offers additional play time at a discounted rate for owners who board their dog(s) for an extended period of time. Owner hereby agrees to be bound by the following:

- a. One-half day of Daycare (4 hours or less) at \$7.00 per day requested;
- b. Full day of Daycare at \$10.00 per day requested;
- c. Waterpark for one-half hour at \$5.00 per day requested;
- d. One-on-one play for one-half hour at \$10.00 per day requested;

iv. Payments For Additional Boarding. Owner is aware of Love My Dog's hours of operation and understands that if Owner fails to pick up Owner's dog(s) by 1:00 pm Monday- Saturday, or by 2:00 pm on Sunday, Owner has given permission for Love My Dog to board Owner's dog(s) any additional nights needed and Owner hereby consents to pay the fee for such additional boarding in Paragraph IV(c).

b. Daycare Payments.

i. Payments. Owner agrees to pay the service rate that goes into effect at the time of this Agreement. Owner understands and agrees that Owner has the following options:

- Pay on a per diem basis;
- Purchase a 10-day package; or
- Purchase a 15-day package.

Owner understands that payment must be made in full and prior to Owner's dog(s)' use Love My Dog's facility and such advance payment is required regardless of whether Owner purchases a one-day service or a package offered by Love My Dog. Owner understands and agrees that the above-mentioned package options may change and Owner agrees to be bound by any price changes for the packages and daily rates during the term of this Agreement.

ii. Payments For Unexpected Boarding. Owner is aware of Love My Dog's hours of operation and Owner understands that if Owner fails to pick up Owner's dog(s) by 7:00 pm Monday-Friday or by 5:00 pm on Saturday, Owner has given permission for Love My Dog to board Owner's dog(s) overnight. In the event Owner fails to pick up Owner's dog(s) during the weekday, Owner has between 7:00 am and 5:00 pm to pick up Owner's dog(s) on Saturday. In the event Owner fails to pick up Owner's dog(s) by 5:00 pm on Saturday, Owner has between the hours of 11:00 am and 2:00 pm to pick up Owner's dog(s) the following Sunday.

c. Rates For Unexpected or Additional Boarding. Owner hereby permits Love My Dog to keep the dog(s) in the same kennel previously chose, or to use their discretion, which discretion is hereby deemed reasonable, in determining which kennel or room to place Owner's dog(s) in the event Owner's previous selection is not applicable or no

longer available. Owner must thereafter, on demand and without further notice, pay the additional boarding fee for Owner's dog(s). Boarding fees range from \$18.00 to \$80.00 per night and Owner hereby stipulates to the reasonableness of the fee and to pay the boarding fee immediately. Boarding fees are subject to change during the term of this Agreement and Owner agrees to be bound by the then prevailing fees at the time Owner's dog(s) are left overnight without reservation, if applicable.

In such instance Owner fails to pick up Owner's dog(s), Owner gives Love My Dog permission to feed Owner's dog(s) dog food that is provided by Love My Dog in the event Owner Supplied Food has run out or is not applicable.

d. Payments Final & Non-Refundable. Once payment is made to Love My Dog, payments are final and non-refundable. If Owner purchases boarding and does not use the entire boarding amount, Love My Dog, at its full and sole discretion, reserves the right to either i) keep the remaining payments, or ii) refund a pro rata portion to Owner.

V. Owner's Failure to Pick Up Owner's Dog(s).

a. Owner's Failure to Pick Up Owner's Dog(s). Notwithstanding Paragraph II(a) and III(a) above, in the event Owner fails to pick up Owner's dog(s), Love My Dog shall contact Owner's emergency references. In the event, after five (5) consecutive days, neither Owner nor a back up contact can be reached to make arrangements to pick up Owner's abandoned dog ("Abandoned Dog"), Love My Dog shall notify Owner via certified mail its notice to exercise its rights to assume full ownership of the Abandoned Dog and shall have the right, at its sole discretion, to place the dog in foster care or a permanent home environment. **This section does not apply to emergency situations where Owner cannot, for some reason, pick up Owner's dog due to travel delays or health related issues but is in contact with Love My Dog.** In such instance, Owner must, on demand and without further notice, purchase additional boarding in full for the duration needed until Owner can pick up Owner's dog(s).

VI. Items Owner May Leave with Love My Dog for Boarding.

a. Owner Supplied Food. Love My Dog understands that certain dogs may have special dietary needs. It is the Owner's sole responsibility to notify Love My Dog of these specialized needs and any allergies to other products, foods, or treats. In the event Owner's dog(s) require a certain food, Owner must bring food and/or treats for Owner's dog(s) in appropriate sized containers or baggies for the duration Owner's dog(s) is/are expected to board. In the event Owner fails to supply Love My Dog with food for Owner's dog(s), Owner hereby consents to have Love My Dog supply the food of its choice for \$5.00 per day per dog.

b. Comfort Items. Owner may want to supply a reasonable amount of toys for the comfort of Owner's dog(s) while boarding at Love My Dog. Comfort items permitted while boarding at Love My Dog include: toys, favorite bed, treats, blankets, and any other items that provide a reminder of home. Love My Dog does not recommend Owner

leave with Love My Dog bowls and other dishes unless necessary for specified special uses. Love My Dog asks Owner to leave only a reasonable amount of comfort items with Love My Dog and Owner understands and agrees that Love My Dog is not responsible for the wear or destruction of these comfort items used by Owner's dog(s) while boarding at Love My Dog.

VII. Owner's Promises & Covenants to Love My Dog.

a. Owner's Promises & Covenants. As a pre-condition to using Love My Dog facilities, Owner agrees to provide Love My Dog with the Pet Care Package attached hereto and attests to its validity and agrees to make changes and notify Love My Dog as needed. Love My Dog, to the best of its ability, practices safety for the health of other dogs and Love My Dog staff. Owner understands that Love My Dog strongly relies on the Owner's promises and pledges to Love My Dog regarding Owner's dog(s) health and behaviors. Owner understands that safety is top priority at Love My Dog and during all times of this Agreement, Owner agrees to be candid and forthcoming regarding Owner's dog(s) behavior and health. Owner understands and agrees that Love My Dog **will not** accept dogs with the following:

- a. Ticks and/or fleas;
- b. Female dogs in heat or out of heat within a two-week period;
- c. Known aggressive tendencies towards other dogs or humans;
- d. History of one or more dog bites;
- e. A lapse in medical records;
- f. Expired vaccinations;
- g. Dogs less than four (4) months of age.

Owner hereby warrants and promises to Love My Dog that Owner's dog(s) do not meet any of the above-mentioned criteria a-g.

b. Aggressive Dog Behavior. If, at any time, Love My Dog, in its sole discretion, determines Owner's dog(s) is/are aggressive toward Love My Dog staff, other dogs, and/or other owners, Love My Dog has the absolute right to demand Owner retrieve Owner's dog(s) immediately. **Aggressive dog behavior is never tolerated at Love My Dog and Owner hereby agrees to be available to pick-up his/her dog immediately.** If Owner cannot be reached for whatever reason or cannot be available to pick-up Owner's dog(s) immediately, Love My Dog reserves the right to contact Owner's emergency references to have Owner's dog(s) picked up. In the event Owner's emergency contact(s) cannot pick up Owner's dog(s), Owner consents to have Love My Dog transport Owner's dog to the veterinarian disclosed on Owner's records. At such time, Owner's dog is no longer Love My Dog's responsibility. Owner must thereafter retrieve Owner's dog(s) from Owner's veterinarian. Owner hereby agrees to pay Love My Dog a travel fee of \$50.00 to take Owner's dog to Owner's veterinarian. Owner understands and agrees that Love My Dog is not responsible for any costs whatsoever incurred at Owner's veterinarian to stay overnight(s) at the veterinarian or for any treatment associated. Owner stipulates to the reasonableness of fees in advance and that safety to other dogs and Love My Dog staff is a priority and Love My Dog can take any of the above-

mentioned actions it sees fit in removing the aggressive dog(s) from the Love My Dog premises.

c. Dogs In Heat. If Owner's dog(s) go into heat while at Love My Dog, Owner agrees to be available to pick up Owner's dog(s) in heat ("Dog in Heat") immediately. Dogs in heat create chaos among other dogs and can pose a dangerous environment for other dogs and Love My Dog staff. Owner hereby consents to have Love My Dog place the Dog in Heat in solitude until Owner can pick up the dog. Urgency is needed in removing the Dog in Heat and Owner agrees to be available to pick up the Dog in Heat or provide a secondary contact to pick up the Dog in Heat within twelve (12) hours of verbal notice. Owner also understands that if Owner's dog(s) is/are not spayed, that Owner places such dogs at Love My Dog at Owner's own risk. If at any time Owner's dog(s) goes into heat and becomes pregnant while at Love My Dog, Owner agrees to indemnify and hold harmless Love My Dog from any suit, claim, demand, or charge for medical bills as a result of the pregnancy.

d. Owner Questionnaire Prior to Boarding. As a precondition to boarding at Love My Dog, Love My Dog asks a series of questions about Owner's dog(s) to be placed in boarding every time Owner's dog(s) board. This is done to ensure proper care of Owner's dog(s) at Love My Dog and Owner agrees to be available to go through the series of questions with Love My Dog either in person or over the phone prior to boarding. Love My Dog may refuse Owner's dog(s) in the event Owner refuses to be available or participate in the series of questions Love My Dog supplies for boarding. **This section does not apply to daycare clients.**

VIII. Owner's Duty to Notify Love My Dog & Keep Updated Records.

a. Veterinary Records. Owner must provide an updated shot record printout from Owner's veterinarian prior to boarding. The print-out must reflect, at a minimum, records of rabies, bordetella and distemper/parvo. Owner must at all times keep up-to-date veterinary records of Owner's dog(s). Owner hereby consents and agrees to timely provide Love My Dog with any and all updates to Owner's dog(s) veterinarian records, no matter how, why, or what Owner's dog(s) went to the veterinarian for. It is the Owner's sole duty to provide Love My Dog with all updates. Love My Dog is not responsible for any accident, injury, or medical condition as a result of pre-existing conditions to Owner's dog(s).

b. Owner agrees to Follow Veterinarian Instructions. Owner agrees to notify Love My Dog of any veterinarian instructions regarding any treatment or medical information. Owner hereby agrees and promises that if at any time Owner's veterinarian instructs Owner to keep Owner's dog(s) from attending daycare, boarding, or stay away from other dogs for a period of time while taking medicine or undergoing treatment, that Owner abides by such policies and notifies Love My Dog of such instructions. Owner, during all times of Agreement, consents to have Love My Dog contact Owner's veterinarian for any reason whatsoever.

c. Health and Physical Changes Over Time & Owner's Dog(s) Unique Needs.

Owner and Love My Dog understand that a significant time may pass between when Owner signs this Agreement and the amount of time Owner keeps Owner's dog(s) at Love My Dog, and that certain health or physical changes may occur over such time. Owner therefore agrees to update Love My Dog with any changes regarding the following: shots, vaccines, bites, injuries, internal complications, medicines, skin problems, behavioral changes, coughing and/or sneezing, limping, and any other changes that may affect the care of Owner's dog(s). Owner understands and agrees that Love My Dog specializes in the care of dogs, but does not know Owner's dog(s) unique preferences and individual needs. Owner understands and agrees that it is the sole responsibility of Owner to inform Love My Dog of any special needs Owners dog(s) have with regard to play, socialization, dog food preferences, allergies, eating habits, and any other specific and unique characteristics of Owner's dog(s).

IX. Love My Dog's Right to Refuse Owner's Dog(s) Without Owner's Consent.

a. Love My Dog's Exclusive Right to Refuse Owner's Dog(s). Love My Dog, at all times, has the sole and exclusive right to refuse Owner's dog(s) at any time. If Owner's dog(s), in the sole and absolute discretion of Love My Dog, which discretion is hereby stipulated to as reasonable, is/are determined to be too aggressive for other dogs and Love My Dog staff, Love My Dog may refuse the care of the subject dogs without Owner's consent.

X. Love My Dog's Right to Seek Emergency Veterinarian Help on Behalf of Owner's Dog(s) Without Owner's Consent.

a. Love My Dog's Right to Seek Veterinarian Help. Owner understands and agrees that Love My Dog shall, without Owner's consent, have the unencumbered right to seek emergency veterinarian help on behalf of Owner's dog(s) in the event of an emergency. Owner consents to have Love My Dog transport Owner's dog(s) to an animal hospital for immediate treatment in the event Love My Dog determines Owner's dog(s) need immediate attention. The determination of immediate medical attention is hereby stipulated to as reasonable and Owner agrees to be responsible for any additional costs associated with such emergency veterinarian or animal hospital help.

XI. Boarding Conditions to Utilizing Facilities: Mandatory Entry Pest Control Bath, Picking Up & Dropping Off.

a. Mandatory Entry Bath. Owner hereby consents to a mandatory pest control bath upon arrival, which includes cleaning of the Owner's dog(s) nails, ears, blow-dry, and brush-out. This service is mandatory and required prior to boarding at Love My Dog and is subject to Additional Payments in Paragraph II(c).

b. Owner Checking In & Dropping Off Owner's Dog(s). Owner shall check-in Owner's dog(s) at Love My Dog's front office by 11:00 am. Failure to check-in Owner's dog(s) for boarding by 11:00 am will result in a \$25.00 late charge added to the final bill.

Owner agrees to hand-off Owner's dog(s) to a Love My Dog staff member. Owner shall not enter where the dogs are being kept. Owner understands and agrees that Owner is not permitted to enter into the main holding area for the dogs for the safety of Owner and the safety of other dogs.

c. Owner Picking Up Owner's Dog(s). Owner shall pick-up Owner's dog(s) at the front office. Pick-ups after 1:00 pm on the day of release will result in a full charge for the day. Pick-ups before 1:00 pm on the day of release will result in no charge for the subject day. Owner understands and agrees that Owner is not permitted to retrieve Owner's dog(s) on their own and must have a Love My Dog staff member hand off Owner's dog(s) to Owner at the time of pick-up. Once Owner has control of Owner's dog(s), Love My Dog is no longer responsible for Owner's dog(s).

XII. Daycare Conditions to Utilizing Day Care Facilities: Picking Up & Dropping Off.

a. Owner Checking In & Dropping Off Owner's Dog(s). Owner shall check-in Owner's dog(s) at Love My Dog's front office. At times, Owner may be asked to bring Owner's dog(s) past the two gate entrances and to the main holding area for the dogs. Owner agrees to hand-off Owner's dog(s) to a Love My Dog staff member. Owner shall not enter where the dogs are being kept. Owner understands and agrees that Owner is not permitted to enter into the main holding area for the dogs for the safety of Owner and the safety of other dogs.

b. Owner Picking Up Owner's Dog(s). Owner shall pick-up Owner's dog(s) at the main holding area. Owner shall retrieve Owner's dog(s) leashe(s) and wait for a Love My Dog staff member to retrieve Owner's dog(s). If, for some reason, a Love My Dog staff member is not at the front area of the main Play Area, Owner shall find a Love My Dog staff member at the front office. Owner understands and agrees that Owner is not permitted to retrieve Owner's dog(s) on their own and must have a Love My Dog staff member hand off Owner's dog(s) to Owner at the time of pick-up. Once Owner has control of Owner's dog(s), Love My Dog is no longer responsible for Owner's dog(s).

XIII. Owner Agrees to Be Responsible for Acts of Owner's Dog(s).

a. Owner's Responsibility. Owner agrees to be solely responsible for any and all acts of Owner's dog(s) while in the care of Love My Dog. Owner agrees to pay for and be solely responsible for any injury or death to Love My Dog staff, other dogs, and/or damage to Love My Dog facilities. Owner is hereby responsible for any losses or damage suffered by Love My Dog as a result of Owner's failure to inform Love My Dog of any pre-existing condition or behavior (such as illness or aggression) which were otherwise caused by Owner's dog(s).

XIV. Owner Release & Indemnification of Love My Dog.

a. Release of Transferrable Conditions & Illnesses. Owner acknowledges that Love My Dog provides day care for many dogs. Owner understands and agrees that although Love My Dog practices preventative steps from having transferrable bacterial and viral conditions from spreading, such complete prevention is not possible. Owner understands and agrees that although Love My Dog obligates owners to practice safety and inform Love My Dog of changes with their dogs, all owners may not abide fully. Owner acknowledges that owners may bring dogs with colds, kennel cough, and bacterial or skin infections and viral infections that are transferrable from dog to dog. Owner hereby understands and agrees that Owner places Owner's dog(s) at Love My Dog at Owner's own risk and that Love My Dog is not responsible for any of the following while at the care of Love My Dog: kennel cough, bordatella, stomach flu, standard flu, bloat, bacterial infections, viral infections, skin infections, fleas, ticks, and any other infections, conditions, parasites, and/or ailments that are transferrable from dog to dog, whether internal or external.

b. Release of Injury or Death. Owner agrees that Love My Dog will not be responsible for death or damage caused by illness or disease, natural disasters, extreme escape measures, aggressive behaviors or normal play that results in injury or death, or malfunction of restraint gear that results in injury or death. Owner hereby agrees not to bring any suit, claim, charge, demand, rights, and causes of action whatsoever against Love My Dog and its respective officers, directors, employees, and agents arising from, arising out of, or in connection with the use of Love My Dog facilities, in any way whatsoever now and in the future.

c. Indemnification. Owner will indemnify, save harmless, and defend Love My Dog promptly and diligently at Owner's sole expense from and against any and all claims and demands in connection with any claim, demand, accident, injury or damage whatsoever caused to any of Owner's dog(s) or property arising directly or indirectly out of Owner's dog(s) stay at Love My Dog occurring in, on or about the Premises or any part thereof, including the access way and front office, or arising directly or indirectly from any act or omission of Owner or any of its dogs from and against any and all costs, expenses and liability incurred in connection with any such claim or proceeding brought thereon.

XV. Entire Agreement.

a. Entire Agreement. This Agreement constitutes the entire understanding and agreement between Love My Dog and Owner, with regard to all matters herein. There are no other agreements, conditions, or representations, oral or written, expressed or implied, with regard thereto. This Agreement may be amended only in writing and signed by both parties.

XVI. Jurisdiction & Attorneys' Fees.

a. Jurisdiction. Love My Dog and Owner agree that Pinellas County, Florida shall be the venue of any action arising in any way out of this Agreement. The Laws of the

State of Florida shall govern the validity, performance and enforcement of this Agreement. In the event a dispute arises concerning this Agreement, jurisdiction and venue of said dispute shall be proper only in the courts of the State of Florida located in Pinellas County, Florida, and Owner hereby waives all defenses related to personal jurisdiction, venue, or *forum non conveniens* in any action involving this Agreement, brought and filed in Pinellas County, Florida.

b. Attorneys Fees. Love My Dog and Owner agree that Love My Dog shall be entitled to an award of their attorney's fees, appellate attorneys' fees, paralegal fees and court costs, should suit be commenced by either party.

Attached Exhibits: Pet Care Package

IN WITNESS WHEREOF, Love My Dog and Owner have executed this Agreement consisting of twelve (12) pages as of the date herein below written, each acknowledging receipt of an executed copy hereof.

OWNER

By: _____
Signature Dated

Name Printed Title

LOVE MY DOG RESORT &
PLAYGROUND, INC.

By: _____ 1/20/15
Signature Dated

NATALIE A. CONNER - OWNER
Name Printed Title