

SERVICE AGREEMENT

Wishbone Doggy Play and Stay agrees to provide day care for the dog(s) ("Dog") set forth in the Wishbone Doggy Play and Stay registration form (the "WISHBONE DOGGY PLAY AND STAY Registration Form"), and to provide other services as agreed to by and between the Dog owner ("Owner") and Wishbone Doggy Play and Stay, at the rates agreed upon.

1. Dogs must be 12 weeks or older to attend Wishbone Doggy Play and Stay. _____
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2. Neuter and spay requirements are based on the following guidelines and include but may not be limited to:

- Toy, small and medium dogs, under 30 pounds, must be neutered/spayed by the age of 12 months.
- Large dogs, over 31 pounds must be neutered/spayed by the age of 8 months.
- Giant dog breeds, over 100 pounds, must be neutered/spayed by the age of 8 months.
- Dogs that are intended for breeding purposes are not appropriate to attend Wishbone Doggy Play and Stay.
- Exceptions to the criteria outlined in this section may be made on a case by case basis after discussion with the owner.
- Any intact dog that is a disruption to the safe play environment may be excluded from attendance without regards to age.

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3. Owner understands and acknowledges that Wishbone Doggy Play and Stay has agreed to render services as described herein based upon Owner's representations that:

- Dog is in all respects healthy and is current on all required and customary vaccinations, including, but not limited to, (Distemper, including Parvo, CIV, Bordetella and Rabies)
- Dog has not at any time in the past harmed or shown aggressive or threatening behavior towards any other person or animal.
- There is no history of behavioral issues of any kind as a result of being confined in a small area.
- Dog does not suffer from any disability, illness, or other condition that could have an adverse effect on the health of, or could jeopardize the safety of, another dog.

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4. Dogs may be isolated and kept apart from other dogs should Wishbone Doggy Play and Stay determine that the Dog may be in danger or may endanger other dogs by virtue of its conduct or behavior. Owner understands that Wishbone Doggy Play and Stay desires to maintain the health, reasonable care and comfort of all dogs within its care facility, and to adequately provide for the safety and well-being of the dogs in its custody.

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5. Prior to Wishbone providing any daycare services, all dogs must pass an initial temperament test administered by Wishbone Doggy Play and Stay. Dogs who have not attended Wishbone Doggy Play and Stay for more than 6 months may be required to have a follow up temperament test to ensure that the Dog's behavior has not changed.

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6. All dogs attending Wishbone Doggy Play and Stay are required to wear a flat collar with a name tag. **All dogs must be on a leash & under the owner's control at all times.**

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7. Unless agreed to in writing, Owner entrusts Wishbone Doggy Play and Stay to use its reasonable judgement in caring for his/her Dog. Should any decision affecting the handling of the Dog become necessary as the result of inclement weather, or other natural causes relating to such decisions, Wishbone Doggy Play and Stay shall use reasonable judgement given the circumstances.

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8. Owner understands that reservations may be required for day care if Wishbone Doggy Play and Stay reaches full occupancy.

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9. It is Owner's responsibility to keep Dog updated on all vaccinations and flea treatments. Owner represents that Dog is currently protected by a flea care preventative and that Dog will be protected by this preventative throughout each and every day Dog attends Wishbone Doggy Play and Stay. If Dog is found to be infested by fleas, Wishbone Doggy Play and Stay will administer flea treatment services and Owner will be charged for such services.

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10. Owner agrees to pay Wishbone Doggy Play and Stay for all services rendered. A handling fee of \$25 will be charged on all returned checks. In the event it is necessary to initiate collection proceedings on the account, Owner will be responsible for all attorneys' fees and cost of collection and these fees will be added to the outstanding balance.

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11. This agreement shall be valid for all future use by Dog of Wishbone Doggy Play and Stay's service and Owner agrees that all future use of Wishbone Doggy Play and Stay's services, by Dog, will be provided by Wishbone Doggy Play and Stay pursuant to the terms of this agreement. This agreement may be terminated by either party, providing a written notice of termination to the other party.

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12. Wishbone will not release Dog to anyone but Owner without prior written notification.

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13. Wishbone Doggy Play and Stay will, at its discretion, determine if a Dog is "senior". A Dog that is nine years old or older and/or has a history of any type of chronic illness or health issues may be considered "senior". Wishbone Doggy Play and Stay takes extra steps to keep such Dogs safe and comfortable, however, Owner acknowledges there is increased risk to the health and safety of these Dogs.

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14. Owner consents to the use of all photographic images of Dog taken while on Wishbone Doggy Play and Stay premises in any promotional materials of Wishbone, including, but not limited to, publications, advertisements, social media and Wishbone's website.

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15. Owner acknowledges Wishbone Doggy Play and Stay is not an animal hospital, but does have a veterinary clinic on site that does have a Doctor of Veterinary Medicine or other veterinary professionals on staff. If your dog must be seen at by a medical professional that will be charged to the client.

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16. Owner recognizes that there is a risk of injury or illness in any environment associated with live animals. Owner recognizes and assumes the risk and dangers inherent in doggie day care, including, but not limited to, injuries or illnesses resulting from dog fights, rough play, dog contracting fleas, kennel cough or other contagious disease, unwanted pregnancies and natural disasters.

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17. Owner understands that if their dogs causes an injury to a person and if treatment is rendered to the person, there is a chance that the dog will be subjected to house quarantine for 10 days mandated by the County Humane Society and State of Ohio.

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18. Owner voluntarily accepts these risks and Owner agrees that the Owner shall remain liable and bear all expenses for any damages that the Dog may cause to any dogs, persons or property, including bites, aggressive behavior, or conduct of the Dog and

assumes full responsibility for Dog's actions at all times. Owner hereby waives any claim against Wishbone Doggy Play and Stay, its owners, agents, employees, directors and representatives (the "Wishbone Doggy Play and Stay Parties"), and to hold harmless from any liability of any kind whatsoever arriving from the attendance and participation of Dog at Wishbone Doggy Play and Stay, including, without limitation, any or all illness, bodily injury, unwanted pregnancy, death or other damage to Dog or Owner. I understand and agree that this release applies to future unknown or unsuspected claims.

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19. Owner agrees to indemnify the Wishbone Doggy Play and Stay Parties against all defense costs, including attorneys' fees, resulting from any claim made against the Wishbone Parties, either by Owner or by another party as part of an action against Owner, resulting from an action taken by Dog or Owner. Owner understands and agrees this agreement shall be governed by the laws of the State of Ohio.

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20. In the event Dog becomes ill or injured, Wishbone shall notify Owner, and if Owner cannot be contacted or reached, the emergency contact provided in the Wishbone Doggy Play and Stay Registration Form will be contacted. If the emergency contact cannot be reached, and Owner has failed to instruct Wishbone Doggy Play and Stay regarding measures to be taken, or if an emergency situation exists which requires immediate action, Wishbone Doggy Play and Stay is authorized to engage the services of a veterinarian of Wishbone Doggy Play and Stay's choice and to approved medical and/or emergency treatment (excluding euthanasia) as recommended by a veterinarian. Owner therefore allows Wishbone to attain medical attention for Dog from any qualified veterinarian and to transport Dog to and from that veterinarian when Wishbone deems such medical care important for Dog's health. Owner grants Wishbone Doggy Play and Stay full power of decision involving the medical treatment of Dog, and authorizes the use of Owner's Card to pay for any such veterinary costs.

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21. Owner agrees that if Dog damages property belonging to Wishbone Doggy Play and Stay, Wishbone Doggy Play and Stay may hold Owner responsible to pay for damages and Owner agrees to this obligation.

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22. Wishbone has a zero-tolerance policy in regard to making defaming false comment about the business. A comment may be true to you, but we urge you to investigate before you come forth with potentially false and damaging statement(s). We reserve the right to correct a problem that may arise out of this transaction with your dog. In the event that you give up that right and post false and/ or defaming content that is intended to harm Wishbone

Doggy Play and Stay as a business or its reputation, you agree to pay Wishbone Doggy Play and Stay \$10,000 in addition to the actual damages. If you are unsure if you can refrain from these types of actions, we urge you not to sign this agreement.

_____ Initial

23. If your dog barks excessively do you give us permission to try the Citronella bark collar?

_____ YES

_____ NO

Dog's Name, Age, Breed:

1.) _____

2.) _____

3.) _____

4.) _____

Veterinary Clinic Information:

Name: _____

Address: _____

Phone Number: _____

Owner's Signature: _____

Owner's Name (Printed): _____

Date: _____

Wishbone Staff Signature: _____

Wishbone Staff Name (Printed): _____

Date: _____