

Service Agreement 2023

This Service Agreement ("Agreement") is entered into between A Day in Cali LLC, hereinafter referred to as "Kennel," and the pet owner, hereinafter referred to as "Owner," collectively referred to as "Parties," on this day of [Date]. The Parties agree to the following terms and conditions:

- **Services:** Kennel agrees to provide boarding, pet sitting, and daycare services for the Owner's pet(s). Kennel will exercise due and reasonable care to keep the premises sanitary and clean.
- **Payment:** Owner agrees to pay the rate for boarding, pet sitting, daycare, and other services on the date the animal(s) is accepted for check-in by kennel personnel. Owner further agrees to pay for veterinary costs unless the pet is not liable for the cause of injury or illness. If the animal(s) is found not liable, A Day in Cali LLC will cover any expenses of medical cost.
- **Liability:** Owner understands and explicitly agrees to be solely responsible for the behavior of its animal(s) during the term of this agreement. Owner waives and releases kennel from any liability with respect to its animal(s) for damages that may occur, including loss by fire, theft, running away, broken leash, death, or injury to person(s), whether the animal(s) is on the premises of the kennel or not.
- **Aggression and Behavior:** Owner represents that its animal(s) has not previously shown signs of aggression towards other animal(s) or people. Owner agrees to be responsible and liable for the acts or behavior of the pet(s) while in the care of the kennel.
- **Ownership Representation:** Owner represents that he or she is the sole owner of the pet(s) listed and the information provided is true and accurate.
- **Reservation Confirmation:** Reservations will be confirmed upon receipt of a completed and signed boarding agreement, veterinary records, and a deposit equal to a percentage of the estimated boarding fees(s). Pricing is subject to change.
- **Additional Fees:** A Day in Cali LLC has the right to charge the owner for any necessary fees deemed appropriate during the time the animal(s) is in the care of the kennel, such as late fees, after-hours fees, cap star (flea prevention) charges, quarterly or annual price increases, and damages caused by using the body of the animal(s). The owner agrees to pay the full amount of these fees.
- **Termination of Services:** A Day in Cali LLC has the right to ban the animal(s) and/or the owner without notice due to reasonable cause that is deemed unsuitable for the company, including terrorist threats, threats to the company or staff, animals with aggressive behavior, animals with life-threatening illnesses, or animals requiring intensive medical treatment affecting quality of life.
- **Photography Consent:** Owner hereby grants the kennel the right to take photographs of the owner's animal(s) while in the care of the kennel and to post or reproduce all photographs taken without limitation. These photos may be used for promotional materials and merchandise, without becoming liable to the owner or the owner's pet for any royalty payment of any kind. Owner releases A Day in Cali LLC from any claims, demands, rights, and causes of action related to the use of pictures or the name of the owner's animal(s) for commercial advantage, publication of facts placing the owner's pet in false light, and public disclosure.

- **Appointment-Based Facility:** The kennel operates on an appointment basis for pick-up and drop-off. Owner must have a scheduled appointment. A grace period of fifteen minutes is provided. If the owner fails to arrive within this time, rescheduling is required, subject to availability.

Pricing:

Deposits: Deposits are taken immediately upon reservation and are necessary to hold the reservation. A deposit is refundable if the reservation is canceled within 48 hours. After 48 hours, no refund will be issued, but the paid deposit can be used as a credit on the owner's account. The deposit amount is 35% of the total cost of the reservation. During peak season, the deposit may be 50% of the total reservation cost. The previously paid deposit can be used to partially cover the cost of a deposit for a new reservation, subject to change based on equal, lesser, or greater value.

Mobile Service: Mobile services are available for pick-up, drop-off, and pet sitting within a 6-mile radius of the company. If the desired location is outside of this radius, the owner is subject to a charge of 0.65 cents per mile, subject to change.

Late Fee: A late fee of \$15.00 will be charged for any pick-up or drop-off after 12:30 pm. For example, even arriving at 12:01 pm will accumulate a late fee charge.

After-Hour Fee: An after-hour fee of \$35.00 will be charged for any pick-up or drop-off after 5:30 pm. After-hours service ends at 9:30 pm.

Boarding Pricing: In-home boarding pricing is based on the pet's weight. The pricing is as follows:

- Sibling from 0-45 lbs.: Additional \$10.00
- Sibling from 45-80 lbs.: Additional \$20.00
- 0-35 lbs.: \$40.00
- 36-55 lbs.: \$50.00
- 55-80 lbs.: \$60.00

Pet Sitting Pricing: Pet sitting is priced at \$30.00 per visit. A mileage charge of 0.65 cents per mile may apply for locations outside a 6-mile radius of the facility, subject to change. Standard service includes two visits per day, but additional visits can be added as desired.

Extended Stay: Extended stay is available for reservations longer than a week. Extended stays can be booked for up to 365 days. The boarding price is discounted by 15% off the original rate, depending on the pet's weight.

Bath: Boarding baths include shampoo, conditioning, blow-dry, and brush-out for a cost of \$20.00. Nail trims or nail Dremel services can be added for an additional \$10.00.

Vaccines: Vaccines are required for all reservations and include Rabies, DHLPP, Bordetella, and Canine Influenza. If the pet has had reactions to certain vaccines or requires a waiver due to health conditions or age, written proof of documentation must be provided.

Temperament Test (Meet and Greet): Temperament tests are free and required for in-home boarding and pet sitting reservations. The pet must pass the test to receive care. The kennel may observe the pet overnight to determine the best fit, considering factors such as proper handling, compatibility with other animals, staff interaction, and signs of anxiety. If the pet has not visited

within 6 months to a year, a re-test is required.

Senior Dogs: Adult dogs over the age of nine years old may require medical clearance from a veterinarian to receive care for in-home boarding. A Day in Cali LLC reserves the right to not provide care to pets over the age of 12 years.

Payment: Payments can be made in the form of cash, debit card, credit card, Venmo, Cash app, website, or Square. All payments must be made in full on the last day of the reservation. For extended stay reservations, the choice of paying weekly or biweekly is available. A credit card must remain on file for extended stay reservations.

Scheduling: All reservations require a scheduled time for pick-up and drop-off, which will be provided by the staff. Some days may have blocked-off times when pick-up and drop-off are not allowed, depending on the volume of scheduling and reservations.

By signing this document, you acknowledge and agree to all the terms and conditions outlined above.