



This Agreement shall remain on file with CBDC and is intended to be used by both parties so long as PET may, from time to time, be placed in the care of CBDC by OWNER. This Agreement shall apply to any of the services offered by A Closer Bond Dog Center, Inc.

Any third party dropping off PET with CBDC warrants to them that they have been fully authorized by OWNER to drop off PET and that in the event OWNER does not pay their bill, the third party will be responsible for the entire amount of the charges. Third party shall be required to provide proper identification to CBDC at the time of drop off.

This is a mutual Agreement between CBDC and OWNER for the care, boarding, training, grooming and supervision of PET and it is the desire and intent of OWNER to contract with CBDC for these services and agree to the following mutual promises. In consideration of these mutual promises both CBDC and OWNER have **fully read, understand and agree to the following:**

CBDC agrees to:

1. Supervise and care for PET providing reasonable care and basic necessities including nourishment and facilities so that the health and safety of PET will be maintained within standards found in the pet care industry for care of animals in similar facilities.
2. To provide, to the best of its ability and in compliance with pet care industry standards of care, the health, safety and well being of PET as agreed by the parties in this Agreement.

3. To reasonably follow the instructions of OWNER, to the best of CBDC'S ability, in regards to the care, training,

grooming or boarding of PET during their stay with CBDC.

4. To provide safe and sanitary housing, general conditions and play areas for PET and to take any precaution necessary, at the sole discretion and judgment of CBDC, to insure a safe and happy stay at CBDC for PET.

5. To allow

only qualified and trained employees to handle and care for PET and to fully supervise the activities and interactions of PET and any and all employees of CBDC.

6. To carefully evaluate any play mates of PET and take every precaution to insure as safe a play environment as possible, given the inherent nature and instinctual behavior of animals.

7. To monitor and keep the facility well maintained in good working condition, safe and free from dangerous objects or defects.

8. To carefully sanitize PET'S accommodations and feeding bowls or buckets and to monitor the mixing and use of chemicals and their containers that PET might be exposed to.

9. To take reasonable precautions to safeguard the well being of PET during their stay with CBDC and to make every effort, without exception, to be sure that all animals under CBDC'S care are healthy.

OWNER agrees to:

1. Inform CBDC of any known health or temperament issues relating to PET. To immediately inform CBDC of PET'S exposure, to harmful or communicable diseases that may affect PET or other animals that PET may come in contact with during their stay with CBDC. Inform CBDC of any known temperament issues that will affect CBDC's ability to handle, groom, board or train PET.

2. To conform and comply with any and all Policies set forth by CBDC. CBDC reserves the right to modify their policies, without notice to OWNER, at any time.

3. To provide CBDC with any documents or information related to PET necessary to insure the health and safety of pet, including but not limited to proof of current vaccinations required by CBDC, prior history of temperament problems with other pets, people or other issues that may affect PETS ability to safely interact with other animals or persons under the supervision of CBDC.

4. To warrant to CBDC that all information provided to CBDC by OWNER is complete, true, correct and that OWNER has made a good faith effort to communicate and provide CBDC with any and all information that may be pertinent to the health and safety of PET

5. OWNER agrees to allow CBDC rights of transportation of their PET to and from other CBDC locations and locations that we see fit for boarding, day care or training. CBDC will safely secure PET during transportation to and from each location. In consideration of these services and as an express condition thereof, the OWNER expressly waives any and all claims against CBDC or its employees, unless arising from negligence on the part of CBDC.

6. OWNER clearly understands, without reservation, that CBDC will make every effort to provide a safe and healthy environment for PET; however, OWNER understands that PET is an animal, with basic instincts that cannot always be anticipated by even the most seasoned pet care professional.

7. OWNER assumes the risk of leaving PET in the care of CBDC and understands that PET may be exposed to possible injury or illness while playing or interacting with other animals and holds harmless CBDC from any liability associated with the care of PET while in the custody of CBDC, including but not limited to communicable and airborne diseases.

8. OWNER further, fully and without reservation, agrees to grant to CBDC full permission to care for PET in any way that CBDC feels is in the best interest of PET, including but not limited to veterinary visits, administration of medications prescribed by a licensed veterinarian or administration of other medications prescribed by a licensed veterinarian, but normally administered by OWNER in the normal course of PET'S daily routine in the home environment and to provide CBDC with directions for administration of same. OWNER agrees to hold harmless CBDC for any injury to PET as a result of the administration of these medications, so long as CBDC complies with the standard procedures normally used to administer medications of this kind. This shall include but not be limited to - administration of chemicals for the treatment of external parasites (fleas, ticks, lice et.) or the control of any other communicable parasites or diseases that may cause injury to other animals that may have contact with PET.

9. Should CBDC determine that PET is not an acceptable resident of their facility or that PET may cause injury or harm to another pet or human, CBDC reserves the right to terminate the care and this Agreement and CBDC agrees to refund any balance remaining unused for the care of PET. Clearly the refund will be a pro rata portion of fees paid in advance by OWNER to CBDC.

10. OWNER will pay to CBDC, at the time of check out and pick up of pet; all payments and costs incurred in the course of PET'S care by CBDC, promptly and before PET is released back into the custody of OWNER.

11. OWNER is fully aware of and assumes the inherent risk associated with free roam CBDC activities and expressly assumes all risk of injury to PET during the time CBDC has care, custody and control of PET. These risks include, but are not limited to playing, running, biting, chasing, falling, colliding with other animals or objects, running away, wrestling, certain hazards such as surface and subsurface conditions, that may result in injury, harm or possible death of PET. OWNER further recognizes and accepts the unpredictability of PET'S reaction to sounds, sudden movement, unfamiliar objects, persons or other animals.

12. CBDC will take every reasonable precaution to provide a safe environment for PET, but does not promise or warrant that PET'S stay with CBDC will be free of accidents, injuries, dog fights, or other normal, instinctual animal behaviors. OWNER also agrees and recognizes that in the event of an altercation between animals, CBDC may find it necessary to employ non-violent methods and techniques such as spraying with water, shouting, and other methods of restoring order.

13. OWNER agrees to defend, indemnify and hold CBDC and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to the Service(s) or otherwise arising under this Agreement. CBDC shall not be held liable for any illness, death, disease, or injury incurred by the PET while in the care, custody and control of CBDC.

14. OWNER AGREES that CBDC will under no circumstances be held liable by OWNER for any damages or liability whether indirect, incidental, including but not limited to special, exemplary, consequential or punitive damages claimed in connection with any incident or cause of action in contract or tort or any other legal theory or remedy, arising in relation to CBDC'S services or failure to provide services under this agreement.

15. It is expressly agreed by OWNER and CBDC that in any event, any liability shall not exceed the current chattel value of an animal of the same species as PET. Owner further agrees to be solely responsible for any and all acts or behavior of PET while it is in the care of CBDC including payment of costs for injury to staff or other animals or damage to facilities caused by PET.

16. OWNER agrees to pay any fees associated with late pick up of PET.

In addition, OWNER agrees to provide CBDC at least twenty-four hours notice in advance of any cancellation of reservation. In the event that OWNER fails to provide notice, CBDC shall charge OWNER for any costs or loss of profit related to the cancelled reservation.

In the event OWNER designates a third party to pick up PET, third party will be required to show some form of identification to CBDC. OWNER will provide a WRITTEN release to CBDC naming the third party and CBDC shall be entitled to keep that release along with other records associated with PET. OWNER further warrants that the third party shall be held liable and responsible for the care and safety of PET and for all costs and charges incurred by PET during its stay with CBDC. CBDC will make every attempt to insure that the correct animal is released to OWNER or a third party, however OWNER recognizes that many breeds and mixed breeds have similar physical characteristics and identities can sometimes be mistaken. Should this occur, OWNER agrees to promptly and safely return the animal and likewise, OWNER releases CBDC from any liability related to the mistaken release of PET to the wrong party.

PET STYLING RELEASE: I understand that CBDC will give PET the best possible care during the styling process; however, I also understand that no responsibility is assumed by CBDC for any injury, loss, sickness or death of any pet left in their care. If PET'S coat is too heavily matted for a regular trim, then I consent to clipping off all the hair. I understand that injury to PET, such as clipper burns, cuts or other damage may occur in the grooming process because of these conditions. De-matting

(if possible and at the stylist's discretion) is an additional charge of \$25 that I agree to pay.

I agree to release CBDC from all liability from accident or injury to PET while it is in the care, custody and control of CBDC. CBDC will not be relieved of liability for gross negligence. In the event of an emergency, I authorize CBDC to take my pet to my veterinarian or if they are not available, to a veterinarian of their choice. I agree to pay any related costs.

To the best of my knowledge, PET is not aggressive towards people or other animals. I verify that I have informed the CBDC of all temperament or health problems that will complicate the handling or grooming of PET. I agree to assume full responsibility and financial liability for the actions of my pet or injury caused by my pet to people or other animals while on CBDC premises.

This Agreement embodies all the mutual agreements, whether written or oral, understanding, statements or representations of the parties and can only be modified in writing and if signed by both parties. Should any provision of this Agreement be found or adjudicated to be illegal or unenforceable, all other provisions shall remain in full force and effect.

REFUND/PAYMENT POLICY:

- Registration Fees are non-refundable as it reserves the training space for you and your dog. Fees may be applied to future classes.
- No Refunds will be given for Group Classes after the first class begins. Non-attendance to class or first day of training without formally dropping/withdrawing will result in the client being held responsible for 100% of fees.
- Full Refunds for Group Classes must be requested 72 hours in advance of group class. Client will receive a 50% return when

canceling within 72 hours of class.

- All requests for refunds must be made verbally by speaking directly with a representative of A Closer Bond Dog Center.

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Dogs not suited for class may be given a partial refund based on the trainers recommendation that dog should not continue the class.

For all Training Programs CBDC requires a 50% deposit and 50% paid at the end of you program. If payment is not provided in full by the end of the program chosen by OWNER, OWNER will be required to pay for additional days of boarding their dog is with us until payment is provided in full.

OWNER- INITIAL ONE SELECTION BELOW TO CONFIRM YOUR INTENT:

After carefully and fully reading this agreement and understanding all the risks associated with pet's stay at CBDC...

Please initial to complete this agreement section.

 DOES AUTHORIZES CBDC TO ALLOW PET TO PLAY AND FREE ROAM WITH OTHER ANIMALS IN THE PLAY YARD. OWNER SPECIFICALLY AND WITH OUT EXCEPTION ASSUMES

ALL RISKS AND LIABILITIES THAT MAY BE ASSOCIATED WITH PET'S STAY AT CBDC.

 OWNER *DOES NOT* AUTHORIZE CBDC TO ALLOW PET TO PLAY OR FREE ROAM AND INTERACT WITH OTHER ANIMALS DURING THEIR STAY AT CBDC. OWNER SPECIFICALLY DIRECTS CBDC TO KEEP PET SEPARATE FROM OTHER ANIMALS AT ALL TIMES DURING PET'S STAY AT CBDC.

OWNER agrees to complete the information regarding PET below the signature block and to accurately and fully provide CBDC with the information requested. By signing this Agreement and leaving PET in the care of CBDC, OWNER certifies the accuracy of all information provided to CBDC about PET.

This Agreement contains the entire agreement between the parties. All terms and conditions of

this Agreement shall be binding on the heirs, administrators, personal representatives and assigns of the OWNER and CBDC.

IN WITNESS WHEREOF, OWNER and CBDC, having fully READ, AND MUTUALLY AGREE, execute this Agreement on the date below:

PHOTO RELEASE: I agree to give A Closer Bond Dog Center (CBDC) permission to take and use photo's of my dog while in the care of CBDC facility for marketing use.

COMMUNICATION RELEASE: Your email address will be used to send periodic emails of CBDC news, updates, events, coupons and discounts via electronic mail. You have the option to opt out of these emails at any time. Third party (ex: Constant contact, mail chimp) is used to send these emails. We will not sell, rent or give a third party your private information in anyway for their use. Your information will not be

used other than described above to keep you informed and to build a relationship between you and CBDC.

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