



DOGGIE V.I.P Daycare, Boarding, Grooming Agreement and Release of Liability

I, the undersigned (“I” or “Owner” or “You”), hereby acknowledge and agree that all the information provided in this Application is complete and accurate to the best of my knowledge. I further acknowledge and agree I have read, understand and agree to all terms and conditions contained in the Daycare, Boarding and Grooming Policies, Procedures, and Release, Waiver of Liability, Assumption of Risk and Indemnification Agreement. Doggie VIP warrants that it and its agents will abide by all applicable laws and regulations and that the same will meet or exceed industry standards in their provision of services related to your dog related to this Agreement. I hereby execute the Agreement for my dog, myself and my heirs, successors, representative and assigns. I further attest that if I am not the sole owner or representative of the dog subject to this application that my signature is sufficient to enter into this Agreement for and on behalf of any other owner or representative. Doggie V.I.P may, at any time and at its sole discretion, have the right to modify and restate the terms and conditions of this Agreement, and such modification(s) will be effective immediately upon being posted on our Website www.doggievip.com. You will receive notice if modifications to the Agreement are made. You are responsible for reviewing these terms and conditions regularly. Your continued use of the Service after such modifications will be deemed to be Your conclusive acceptance of all modifications to this Agreement. If You are dissatisfied as a result of such modification(s), Your only recourse is to immediately discontinue use of the Service.

WARNING, PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE DOGGIE V.I.P. DAYCARE, BOARDING AND GROOMING, AND RELATED PARTIES DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT. DAYCARE, BOARDING AND GROOMING POLICIES, PROCEDURES AND DOGS RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT.

In consideration for my Dog being permitted to be a client at Doggie V.I.P. Daycare, Boarding and Grooming. I make the following representations and Agree to all of the following policies, procedures, terms and conditions:

1. **I hereby declare to DoggieV.I.P. that:**

- I am the legal owner of my pet
- My pet has not been exposed to any infectious illness within the last (30) thirty days
- My pet has been properly inoculated for the following vaccinations: Rabies, Distemper, Parvovirus, Leptospirosis and Bordetella as well as a negative fecal exam within the last year.
- My pet is on a flea and tick prevention treatment
- My pet has NOT exhibited aggressive behavior towards humans or other dogs

ASSUMPTION OF THE RISK I understand certain “activities” that my dog may participate in, including but not limited to daycare, boarding, one-on-one play, multiple dogs of one family sharing a kennel, movement within inside or outside the facility , pick up, drop off, dog walking, grooming, involve risk and possible injury, illnesses or death resulting from, rough play, fights, stress, running away and contagious diseases. Knowing these inherent risks. I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify

Doggie V.I.P and its agents, successors, heirs, from any and all liability, claims, demands, actions, or rights of action, which my dog's participation in activities at Doggie V.I.P, including those allegedly attributable to the negligent acts or omissions of Doggie V.I.P or their staff. Further, I understand that I may be exposed or my dog to certain risks when bringing or someone from Doggie VIP pick up or drop off my dog to participate in activities at Doggie V.I.P, such risks may include property damage and/or physical injury inside or outside the facility. Therefore, I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify Doggie V.I.P, its agents, successors, heirs from any and all liability, claims, demands, actions, or rights of action, which my dog's participation in activities at Doggie V.I.P, including those allegedly attributable to the negligent acts or omissions of Doggie V.I.P or their staff.

Pet owners are responsible for their pets, in the case of attacking a person or hurting another dog during any of our services, including but not limited to, dog walking, cat sitting, dog boarding, daycare, at the park, etc.

Pet owners are responsible for, including but not limited to, medical and/or veterinarian bill(s) regarding any injuries caused by their pet(s)

The owner understands that it is solely responsible for any harm or destruction to the equipment, facilities, or other property of Doggie VIP, caused by Owners dog(s). The owner also agrees that Doggie VIP shall not be responsible or liable for any lost or damaged personal property belonging either to the owner or Owner's pet.

Pet owners are responsible to disclose any information to Doggie V.I.P before getting accepted for any of our services, including but not limited to dog behavior, aggressiveness, anxiety, history of related incident(s) or if their dog has been reported to the authorities and/or categorized as a "DANGEROUS DOG" in any state or city in the United States or abroad.

- PAYMENT AND CANCELATIONS:** In consideration of the Services provided by Doggie V.I.P., I agree to pay the applicable fees and charges in effect at the time my dog or dogs are brought in for care at Doggie V.I.P. Prices contained on the Services Menu are subject to change at the discretion of Doggie V.I.P., without notice, and I acknowledges and agree to pay such prices as amended. Payment must be received in advance when scheduling services (dog walking, pet sitting, pick up and drop off). Please note, cancellations for services must be made 24 hours in advance to receive full credit for the service.

DAYCARE: Reservation is mandatory and NO Walk-ins are accepted for the **Philadelphia locations**. Canceling the reservation the same day scheduled, Doggie V.I.P. will charge or deduct one day from the daycare package.

BOARDING DEPOSITS: Reservations will be confirmed with one night deposit. Non-holiday deposits are refundable if the reservation is canceled 48 hours prior to scheduled Check-In time. Refundable deposit will be refunded to same credit card or credited to the account. The deposit for Holiday Periods are non refundable, nontransferable and will not be kept on record for future stays. Holiday reservations will be at full capacity. Altering existing reservations is not recommended and can only be done if space allows.

Check-In time is after 12PM. Fee will apply for Early check-in (before 12Ppm) and late pick up (after 12pm)

PACKAGES: The packages are NON REFUNDABLE store credit only, transferable is accepted.

CREDIT CARD AUTHORIZATION: I authorize Doggie V.I.P to charge the credit card for any of the following: (a) any outstanding or unpaid balances, which remain unpaid; (b) any emergency medical care that is required at the sole discretion of Doggie V.I.P.; (c) any additional services provided to the pet in connection with the services requested.

3. **NATURAL DISASTER POLICY:** In the event of a natural disaster (Hurricane, tornado, flooding, earthquake, etc.) I understand it is my responsibility to pick up my pet (or make arrangements for pick-up) in a timely manner and in accordance with any mandatory evacuations etc. I understand that Doggie V.I.P. will do everything reasonably possible to secure the safety of my pet during a natural disaster and I agree to indemnify, release and hold Doggie V.I.P harmless of any and all liability resulting solely from such natural disaster of any sort.
4. **EMERGENCY MEDICAL CARE:** Your dog's safety and comfort is our primary concern. Please advise us of any allergies, sensitivities, or pre-existing medical conditions. If, in our judgment, your dog requires immediate medical care and we are unable to reach you, Doggie V.I.P will use reasonable prudence and discretion in taking your dog to a veterinarian or animal hospital. I agree to be solely responsible for the payment of all medical bills for your dog and you release Doggie V.I.P, its officers, directors, agents, volunteers, and employees of and from any and all responsibility for, or claims, damages, debts, arising out of or related to including, but not limited to transportation to/from the veterinary clinic and choice of veterinarian and animal hospital.

If your dog is exhibiting any symptoms that may suggest illness such as sneezing, coughing, wheezing, runny eyes or nose, vomiting, lethargy, or diarrhea, please do not bring your dog to daycare or boarding.

5. **HOURS OF OPERATION AND CHARGES:** I also understand that Doggie V.I.P hours are Monday – Friday from 7:30am to 7pm, Saturday and Sunday 10:00am to 5:00pm, and I must promptly pick up my pet before 7pm (or up to 4 hours half-days). Late charges of \$1.00 every minute will be applied otherwise. I agree and understand that the pet shall not be released from Doggie V.I.P until all charges are paid and I further agree that I am responsible for any additional charges associated with the continued care of the pet following non-payment and continued boarding. Reservations for boarding and grooming are required.
6. **ABANDONED DOGS:** If your dog is lodging with us, you may extend your dog's stay by calling and making payment in full if the stay is extended. Any dog that is left at Doggie V.I.P without extending the stay and appropriate payment, will be considered abandoned. If your dog is deemed abandoned under local, state or federal laws or regulations, you understand that Doggie V.I.P will, by default, become the legal owner and guardian of the dog. Doggie V.I.P will then, in its sole discretion, determine whether to find another home for the dog or to relinquish the dog to a local shelter of its choice. You understand and agree that if you abandon your dog at Doggie V.I.P, you may be unable to retrieve possession of your dog and will have no recourse against Doggie V.I.P. You release doggie V.I.P from all further liability and responsibilities for your dog. It is important for you to leave an emergency contact number other than someone that usually travels with you so that in the event you are unable to contact us, we have someone to contact about your dog's stay. If you abandon your dog, you will still be responsible for the full boarding stay and any reasonable expenses incurred, including but not limited to any reasonable attorney's fees or court costs.
7. **PERSONAL ITEMS:** Do not bring items with your Pet that are valuable or irreplaceable. Doggie V.I.P is not responsible for loss or damage to any personal item or toy left with your Pet.
8. **GROOMING/BATH:** I am aware that if my pet(s) does not respond to the groomer and don't remain still during the grooming procedure accidents can happen and Doggie V.I.P will not be held responsible for minor nicks or cuts resulting from grooming of matted, nor will we be held responsible for stressful effects grooming may have upon an elderly pet.
Allowing a pet's coat to get matted is not only very UNCOMFORTABLE, but DANGEROUS for your pet's health. Excessive matting can be avoided with regular brushing and grooming and the groomer will be happy to show you some brushing techniques for mat prevention. Excessive de-matting is a painful,

time-consuming and costly procedure that causes extreme discomfort and can aggravate or cause skin problems. On Owner's request, groomer will de-mat the pet (if possible) at \$1 per minute (minimum \$15) in addition to the regular grooming fee.

ADVERTISING Owner grants permission to Doggie V.I.P to take pictures of pet while at Doggie V.I.P and to post these pictures on Doggie V.I.P web site and social media such as Facebook, Instagram, etc. Owner may revoke this consent at any time.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, and/or as the result of any claim or controversy involving the alleged negligence by any party to this Agreement, and/or any representations which in any way relate to the pet or Doggie V.I.P or the services provided by same, and/or any other claim or controversy that in any way relates to the Owner's pet or Doggie V.I.P. shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any Court having jurisdiction thereof. If Owner or Doggie V.I.P fail to comply with all aspects of the award within thirty (30) days following issuance of the award, unless appealed, the other party may seek enforcement of the award and shall be entitled to recover reasonable attorney's fees and costs expended in seeking enforcement of the award.

I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS "DAYCARE, BOARDING, GROOMING POLICIES, PROCEDURES AND DOG RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT" (THE "AGREEMENT") AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT PERMITTED BY THE LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. I AGREE THAT IT IS INTENDED THAT ALL TERMS OF THIS AGREEMENT CONTROL DESPITE ANY PARTICULAR STATUE OR LAW THAT WOULD OTHERWISE PROTECT ME OR MY DOG(S).