



SERVICE CONTRACT

THIS AGREEMENT is entered into by and between WAGS & WIGGLES DOG DAYCARE, LLC (the "Wags & Wiggles") and _____ ("Owner"):

1. Owner understands and agrees that Owner is solely responsible for any and all harm of all manner caused by Owner's dog(s), whether to other dogs, to staff of Wags & Wiggles, or to other persons visiting Wags & Wiggles, while Owner's dog(s) is/are attending Wags & Wiggles. _____(initials)
2. Owner understands that while Owner's dog(s) is/are at Wags & Wiggles, he or she will come into contact with other dogs. Wags & Wiggles will make every reasonable effort to insure the safety of Owner's dog(s). However, owner understands and agrees that during normal dog play, Owner's dog(s) may sustain injuries. All dog play is carefully monitored by Wags & Wiggles to avoid injury, but, for example, and without limitation, nicks, bites, scratches, punctures, torn ligaments, broken toenails may occur despite the best supervision. Owner fully understands such risks and hereby agrees to fully release Wags & Wiggles from any and all liability for such injuries. _____(initials)
3. Owner further understands and agrees that in admitting Owner's dog(s) to Wags & Wiggles, Wags & Wiggles has relied on Owner's representations that Owners' dog(s) is/are in good health and have not harmed, shown aggression, or exhibited any threatening behavior towards any person or other dog. _____(initials)
4. Owner further understands and agrees that any behavioral or health problems that develop with the Owner's dog(s) while at Wags & Wiggles will be handled and treated as deemed best by the employees and staff of Wags & Wiggles, in their sole discretion, and Owner expressly agrees to assume full financial responsibility for any and all expenses arising or relating thereto. This includes aggressive or destructive behavior. _____(initials)
5. Owner understands and agrees that there may be medical and/or veterinary costs associated with and occasioned by dog play and social experiences such as those at Wags & Wiggles. Accordingly, Wags & Wiggles strongly recommends a pet health insurance policy. Please state whether or not your dog is covered under a policy. Yes _____ No _____
6. I, the Owner, give permission to any veterinarian of Wags & Wiggles' choosing to give my dog emergency medical treatment if I am unreachable. I give permission for Wags & Wiggles to approve treatment up to \$500 or \$_____, whichever is greater, and I understand that I am financially responsible. _____(initials).
7. Owner further understands and agrees to the Spay/Neuter Policy: Female dogs can remain intact and attend daycare or boarding for the life of the dog. Male dogs can remain intact up until 18 months of age. We do not accept females in heat. Dogs in heat must wait 3 weeks after all symptoms have passed in order to return. If any dog's behavior becomes non-playful and unsafe, they will be switched to our no play area services. _____(initials)
8. Owner further understands and agrees that Wags & Wiggles reserves the right to use a bark control device, gentle leader, or program if Owner(s) dog creates a disturbance to the neighborhood. Shock Collars are never used at Wags & Wiggles and are not permitted. _____(initials)
9. Owner further understands and agrees that it is the Owner(s) responsibility to leave an adequate supply of food and medications for Owner(s) dog during the entire time Owner(s) dog is cared for by Wags & Wiggles. Changing a dog's food can cause stomach upset. Owners are required to bring their dog's food from home. If

owner does not bring food, the house brand, Canidae All Life Stages Dry Food, will be sold to the owner. Should the owners food/medication supply need a replacement due to extended stay or other circumstances, I authorize Wags & Wiggles to purchase replacement and Owner will reimburse Wags & Wiggles for cost plus a \$25.00 replacement fee (per occurrence). _____(initials)

10. Wags & Wiggles will provide all bedding, bowls, play and chew toys. Wags & Wiggles will not replace or reimburse cost for any personal items brought from home. _____(initials)

11. Owner further understands that the person I assign as an emergency contact will be responsible for my dog in the event of emergency, illness, or injury. My emergency contact will make all medical decisions for my dog and be responsible for payment of any vet care that is needed, medical aftercare if necessary, and transportation to/from my vet. My emergency contact will be responsible for picking up my dog if their behavior becomes inappropriate for the daycare facility. _____(initials)

12. Owner further understands and agrees that Owner(s) dog will have access to a fenced outside area at the Rancho Santa Margarita Location. Owner(s) agrees to assume full responsibility for the risk that Owner's dog(s) might escape from such fenced area, as well as any and all liability for any and all damages or injuries resulting or arising from the escape of Owner(s) dog(s), whether to the Owner's dog(s), to other animals, to property, or to other persons. _____(initials)

13. Owner further understands and agrees that if Owner's dog(s) is/are not picked up by the end of the Wags & Wiggles regular business day or scheduled boarding stay, then Owner hereby expressly authorizes Wags & Wiggles to take whatever action is deemed necessary for the continuing care of Owner's dog(s) and Owner agrees and promises to pay to Wags & Wiggles all costs of continuing such care upon demand by Wags & Wiggles. Further, Owner understands that if Owner does not pick up Owner's dog(s) as scheduled, Wags & Wiggles shall be authorized to proceed according to California Civil Code section 1834.5 ("Abandoned animals; disposition; notice), which section provides as follows:

"Notwithstanding any other provision of law, whenever any animal is delivered to any veterinarian, dog kennel, cat kennel, pet grooming parlor, animal hospital, or any other animal care facility pursuant to any written or oral agreement entered into after the effective date of this section, and the owner of such animal does not pick up the animal within 14 calendar days after the day time animal was to be picked up, the animal shall be deemed abandoned. The person into whose custody the animal was placed for care shall try first for a period of not less than 10 days to find a new owner for the animal, and, if unable to place the animal with a new owner, shall thereafter humanely destroy the animal so abandoned. There shall be a notice posted in a conspicuous place, or in conspicuous type in a written receipt give, to warn each person depositing an animal at such animal care facilities of the provisions of this section."
_____(initials)

14. Owner understands and agrees that, as consideration of the services rendered by Wags & Wiggles under this Service Contract, Owner (A) hereby waives and releases Wags & Wiggles, and its invitees, sponsors, members, managers, advertisers, owners, officers, directors, employees, volunteers, invitees, agents, lessors, and any parties owning, controlling or having any interest in the property where the Wags & Wiggles facility is located, and all other representatives or agents of Wags & Wiggles (collectively, "Wags & Wiggles Parties") from any and all claims, actions, damages or liability for injury, sickness or illness suffered by his or her dog(s) while in the care of Wags & Wiggles or otherwise relating to the care, control, health and/or safety of Owner's dog(s) arising from pick up, transport, drop off and/or stay at the Wags & Wiggles facilities, except to the extent such illness or injury is the result of Wags & Wiggles'

gross negligence or intentional misconduct, and (B) agrees not to initiate any legal proceedings against Wags & Wiggles or any Wags & Wiggles Parties with respect to such released claims. "Sickness and illness" shall be defined to include any illness, including, without limitation, Bordetella ("Kennel Cough) or any other form of contagious illness, defined or referred to in this Service Contract, or otherwise. _____(initials)

15. Owner understands and agrees that from time to time Wags & Wiggles will have the occasion to take photographs, videos or other captures of Owner's dog(s) while he or she are at Wags & Wiggles. Accordingly, Owner agrees to allow Wags & Wiggles to use Owner's dog(s)'s name and any images or likeness of his or her dog(s) taken while the pet is at the Wags & Wiggles, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials. _____(initials)

16. Owner understands and agrees that any and all pre-paid daycare packages purchased from Wags & Wiggles are nonrefundable and expire 2 years from the date of purchase. All fees for such packages are due and payable prior to first day being used on any pre-paid daycare package. _____(initials)

VIRUS WAIVER

17. Owner understands that there are numerous viruses which Owner's dog(s) may be exposed to in social and play situations such as those at Wags & Wiggles. Owner further understands that Owner's dog(s) may come in contact with any of these viruses despite Wags & Wiggles' extensive cleaning protocols or air filtering. Accordingly, Owner agrees to be solely responsible for any and all medical and/or veterinary treatment and bills relating to or arising from treatment for such viruses. _____(initials)

18. Owner understands and agrees that some viruses, bacterias and parasites do not have vaccines, such as, but not limited to, Respiratory Corona Virus and Canine Papilloma Virus ("puppy warts") available. Owner further understands and agrees that, even if a particular virus has a recognized vaccine available (for example, Bordetella), the vaccine may not fully and totally prevent Owner's dog(s) from contracting a particular virus. Accordingly, Owner further agrees that Owner will NOT hold Wags & Wiggles responsible in the event that Owner's dog(s) contracts Kennel Cough. Moreover, Owner understands and agrees that it is Owner's responsibility to continue to disclose, on an ongoing basis, any and all changes or relevant additions to Owner's dog(s) medical or physical conditions, including, but not limited to personality concerns or behaviors that may affect, limit or prevent the dog(s)' ability to participate in play or social time while attending Wags & Wiggles _____(initials)

19. Owner expressly hereby agrees to maintain any and all vaccines required by Wags & Wiggles current and up to date, i.e., Bordetella, Rabies, & DHPP, and to provide satisfactory written documentation of such current status to Wags & Wiggles as may be requested from time to time. Owner also hereby agrees to maintain a current fecal in the last year. Wags & Wiggles has software that will notify Owner via email when vaccines expire however as with any technology the message may not reach the Owner. It is still up to the Owner to ensure vaccines are current. Owner further agrees to discuss other vaccines such as Giardia, Flu and Intestinal Corona with Owner's veterinarian in order to determine which other vaccines would be appropriate treatment for Owner's dog(s), and to advise and disclose such treatment decisions with Wags & Wiggles on an ongoing basis. Moreover, Owner understands and agrees that if Owner fails to provide such written documentation to Wags & Wiggles then Owner's dog(s) will not be admitted to Wags & Wiggles. _____(initials)

20. Owner expressly understands and agrees to be observant, aware and watch for signs or symptoms of illness in Owner's dog(s) and agrees not to bring Owner's dog(s) to Wags & Wiggles in the event that Owner's dog(s) exhibits symptoms of illness or appears sick. Owner understands and agrees that Owner's dog(s) that exhibits coughing symptoms, has diarrhea, or evidences signs or symptoms of nasal or eye discharge may not attend Wags & Wiggles. Owner understands and agrees that Owner's dog(s) must be completely free of any and all such symptoms for at least 10 days before being admitted or returned to Wags & Wiggles, unless Owner provides a note to Wags & Wiggles from Owner's veterinarian approving attendance of Owner's dog(s) at Wags & Wiggles for participation in a play and social environment. _____(initials)

21. Owner understands and agrees that Wags & Wiggles performs a daily "nose to tail" roll call of every dog present at the Wags & Wiggles facilities each day. Owner further understands and agrees that if Owner's dog(s) comes in contact with a virus while at Wags & Wiggles Owner's dog(s) may not exhibit symptoms until a later time, often when Owner's dog(s) is relaxed and returns home because dogs often may naturally hide illness when in a facility. _____(initials)

22. Owner understands and agrees that if Owner's dog(s) exhibits symptoms or signs of illness while at Wags & Wiggles then Owner's dog(s) may, at the sole discretion of Wags & Wiggles, be moved to an isolation area away from other dogs. In the event of such move to isolation, and should veterinary or other care be reasonably necessary, in the sole discretion of Wags & Wiggles, then Owner hereby agrees to be fully liable and responsible for any and all costs associated with such care and treatment. Owner will still be responsible for any fees related to their stay at Wags & Wiggles. _____(initials)

23. Owner further understands and expressly agrees that each and every of the foregoing provisions contained and set forth above, and in this Service Contract in its entirety, shall be in full force and effect, and shall apply to each and every occasion on which Owner boards or deposits Owner's dog (s) with Wags & Wiggles for daycare, extended boarding, or training, as the case may be; and that this Service Contract shall remain in full force and effect as between the parties until and unless otherwise cancelled or superceded by a writing signed by the parties. _____(initials)

CANCELLATION POLICY

Owner agrees to the Wags & Wiggles Cancellation Policy. Daycare services require 24 hours notice to cancel a reservation. If owner does not cancel within 24 hours, the cancellation fee is \$55. Overnight services require 72 hours notice to cancel. If owner does not cancel within 72 hours the cancellation fee is \$80. _____(initials)

Owner hereby certifies that Owner has read and understands this Service Contract and each of its provisions as set forth above, and that Owner hereby expressly agrees to abide and be bound by all of the terms and conditions of this Service Contract.

Owner Signature

Signature Date

Dog(s) Name(s) _____

NOTIFICATION OF USE OF FOOD DURING DAYCARE ACTIVITIES

Wags & Wiggles has implemented a unique activity during the regular daycare day. Dogs will receive a Quick Train Session during the day. This does not take the place of a structured training program at home such as obedience classes, private lessons, dayschool or board/train. These Quick Train sessions are very short and take place in groups of the daycare dogs. The purpose of this program:

- To give dogs a chance to learn something new in the daycare. It's not all about chase and wrestle.
- To give the staff better control through cues over the pack
- To reward good behavior as the dogs are entering and exiting the building & play areas

The Quick Train lessons focus on teaching your dog to sit in groups and come when called. For advanced dogs, it may include stay, leave it and shake. We are implementing this to improve your dog's experience in daycare and help our staff communicate better with your dog.

All dogs are expected to understand SIT before coming into our facility however if a dog is struggling to sit in the group, an individual session will be done.

Your dog may be excluded from these activities ONLY if they have a severe food allergy. All dogs are REQUIRED to participate in Quick Train Sessions. We use Zukes (Salmon Flavor) as the treats during the Quick Train. Most dogs will not receive more than 5-10 small Zukes in any given day.

- I have read and understand that my dog will be participating in the Quick Train Program
- My dog has food allergies and CAN NOT eat Zukes Salmon Treats

Client Name _____ Dog Name(s) _____

Signature _____