

Oh my DOG, LLC - CUSTOMER AGREEMENT

This Customer Agreement (the "Agreement") is made by and between the Customer listed on the signature block below and Oh my Dog, LLC, a Vermont limited liability company ("Oh my DOG").

Scope of Services: This Agreement covers all of the following services (the "Services") provided by Oh my DOG: Dog Daycare, Dog Boarding, Dog Training, Grooming

Term: This Agreement shall be effective as of the date signed by Customer and shall continue in full force and effect until terminated by either party as set forth below.

Owner Certifications: By executing below, Owner hereby certifies that his or her dog(s) is/are in good health and have not been ill with any communicable diseases in the last 30 days, and that his or her dog(s) has/have current vaccinations for rabies, DHLPP and bordetella. Owner understands and acknowledges that dogs arriving with fleas and/or ticks may be treated at discretion of Oh my DOG, at Owner's expense. Owner further certifies that his or her dog(s) has/have not harmed or shown aggressive or threatening behavior towards any person or any other dog. Owner gives authorization to Oh my DOG to speak with Owner's veterinarian and/or their staff to confirm their dog(s) vaccination status, date of surgical altercation, and medical history.

Owner hereby agrees to and acknowledges the Oh my DOG Standard Terms and Conditions, which are attached hereto, and incorporated herein by reference. THE STANDARD TERMS AND CONDITIONS CONTAIN A RELEASE OF LEGAL RIGHTS. REVIEW CAREFULLY AND UNDERSTAND BEFORE SIGNING.

I HAVE READ THIS AGREEMENT, INCLUDING THE STANDARD TERMS AND CONDITIONS AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES, AMONG OTHER THINGS, A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE:

Pet name(s) _____

Signature of Owner: _____

Print Name: _____

Date: _____

Oh my DOG, LLC Standard Terms and Conditions

In consideration and as a condition of Oh my DOG providing the Services described in the Standard Customer Contract, Owner HEREBY AGREES AS FOLLOWS:

1. **Informed Consent.** Oh my DOG is an open play environment and because of this there are inherent risks to your dog, which, even when closely monitored, may result in the following: i) transfer of communicable illness to your dog such as, but not limited to, coughs, colds, worms, internal parasites, and ii) superficial injuries to your dog such as, but not limited to, broken nails, sore pads, minor abrasions and/or cuts. Owner also understands that his or her dog(s) could sustain serious injuries, illness, or even death as a consequence of not only the open play environment or Oh my DOG's actions or inactions), but also due to the actions, inactions, negligence or fault of other persons or dogs, conditions of equipment used, facility conditions, weather conditions, negligent first aid operations and procedures and that there may be other risks not known to Owner or not reasonably foreseeable at this time. Owner further understands and agrees that any injury, illness, property damage, disability, or death that his or her dog(s) may sustain by any means is Owner's sole responsibility.
2. **Release and Waiver of Liability.** Owner on behalf of himself or herself, his or her personal representatives, heirs, executors, administrators, agents, and assigns, HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE Oh my DOG, including its members, officers, employees, and agents (hereinafter referred to as "Releasees") for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that Owner or his or her dog(s) may suffer as a result of the Services provided by Oh my DOG under this Agreement, REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, AND REGARDLESS OF WHETHER THE INJURY DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE Oh my DOG FACILITY. Owner further agrees that the Releasees are not in any way responsible for any injury or damage that Owner or his/her dog(s) sustain as a result of Owners own negligent acts.
3. **Assumption of Risk:** Owner understands that there are potential dangers incidental to using the Services provided by Oh my DOG including his or her dog(s) participation in the open play environment. Owner understands that these potential risks are incidental to the Services provided. Furthermore, Owner acknowledges that there are other potential dangers incidental to Services provided due to weather conditions, facility conditions, equipment conditions, negligent first aid operations or

procedures of Releasees, and other risks that are unknown at this time. OWNER KNOWINGLY AND VOLUNTARILY ASSUMES ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES, and assume full responsibility for his/her dog(s) participation in the open play environment and the receipt of Services from Oh my DOG.

4. Indemnification. Owner, on behalf of himself/herself, his/her personal representatives, heirs, executors, administrators, agents, and assigns, agrees to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death as a result of Owner's or Owner's dog(s) actions, REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE.
5. Veterinary Care. I understand and agree that Releasees may not have veterinary personnel available at its facility. In the event of any medical emergency, Owner authorizes and consents to medical or veterinary treatment that Oh my DOG personnel deem necessary for his/her dog(s) safety and protection, whether or not Oh my DOG can reach Owner or Owner's emergency contact. Owner assumes full financial responsibility for any and all veterinary expenses incurred, in addition to other fees incurred for services provided at or by Oh my DOG.
6. Payment Obligations. Owner agrees to pay the rate for services in effect on the date Owner's dog(s) attend(s) Oh my DOG. Prices are subject to change at any time. No dog will be released until all charges are paid in full. Cancellation fees may be applied for boarding reservations cancelled less than 24 hours prior to a scheduled boarding reservation. Owner further hereby grants Oh my DOG a lien pursuant to 9 V.S.A. § 2075 on his/her dog(s) for any and all unpaid charges resulting from services provided by, at, or through Oh my DOG. Costs for repairs to property damaged by Owner's dog(s) will be Owner's sole responsibility.
7. Termination. Oh my DOG reserves the right to terminate this Agreement at any time for any reason and refuse services or admittance to any dog.
8. Hours of Operations. Owner acknowledges that the hours of operation are from 7am to 8:00pm, seven (7) days a week. Owner agrees that dogs not picked up by 7:30pm will be subject to an additional overnight boarding charge of \$35 and will be released the next business day, unless arrangements with Oh my DOG are made to contrary.
9. Abandonment. Should Owner or his/her pre-approved agent fail to contact Oh

my DOG within 24 hours of the arranged pick up time; Owner's dog will be considered to be abandoned. Any expenses incurred for the transport, overnight care, and/or placement or adoption of said pet shall be paid by Owner in addition to other fees incurred for services provided by, at, or through Oh my DOG.

10. Use of Images. Owner agrees that his/her dog(s) may be videotaped, photographed, and/or recorded by Oh my DOG and that Oh my DOG may use any such recordings for its own marketing purposes and for no other purpose.
11. Choice of Law: Owner hereby agrees that this Agreement shall be construed in accordance with the laws of the State of Vermont.
12. Severability: Owner also agrees that the Agreement is intended to be as broad as is permitted by the law of the State of Vermont, and that if any portion of this agreement is held invalid, void or unenforceable, Owner agrees that the remainder shall nonetheless continue in full legal force and effect.