

CLIENT AGREEMENT

Bark-A-Bout Pet Activity Center and Resort, and Michigan Limited Liability Company (hereinafter referred to as BAB) has set forth the following terms for hotel reservation and daycare service(s) for the following pet(s), (may also hereinafter be referred to as GUEST(S)):

For myself, my heirs and any assigns, I, _____ (hereinafter referred to as CLIENT) hereby release BAB, its agents, officers, subcontractors, employees, animal agents, customers and potential customers of BAB from any and all liabilities for injuries to myself, my pet, or any other property of mine which arise in any way out of services and/or products provided by or as a consequence of my association with BAB. I acknowledge and understand that every pet reacts differently and that animals, by nature are unpredictable.

Pets and animals may, without warning, bite or cause injury to humans and other pets. The Client acknowledges and understands that BAB utilizes playgroups where dogs interact and commingle with other dogs. The Client acknowledges and understands that there are certain risks involved in participating in day care, including, but not limited to, dog fights, dog bites to humans or other exposure to other dogs and the potential transmission of disease(s).

Read and initial each box below indicating that you, the Client, acknowledge and agree to the following:

- The employees of BAB are not veterinarians and are not expected to detect and/or diagnose illnesses in any BAB Guests.
- Vaccines do not protect against all communicable illnesses. If an illness is contracted, you will be solely responsible for all related expenses. You understand and accept the extra risks of your pet contracting disease or illness by entering the day care program with or without being fully vaccinated. Guests who have contracted an illness may not return to BAB until the mandatory waiting period has been met; the mandatory waiting period is defined in the BAB rules.
- Guests not familiar with BAB may experience separation anxiety when apart from their human companions.
- Guests not regularly exposed to the level of activity at BAB may feel the discomfort of sore muscles, sore joints and fatigue.
- Guests not regularly exposed to outside activity or play on hard surfaces may experience sore paws, blisters, bruises or abrasions on the feet (Raw Paw).
- Guests not regularly socialized do not necessarily know how to behave politely with other dogs. These Guests are at higher risk of incidents, including, but not limited to, bites, fights, fear aggression, object guarding and behavior problems along with the forms of acting out.
- Guests may get dirty during regular day care play. Dogs with longer coats can get matted from the level of activity at day care. Baths and brush outs may be requested by the Client and are available for an additional fee; these will be scheduled prior to the Guest's check-out. Also, excessively long toenails may cause injury; you will be notified if your dog's nails are too long. If, at your next visit, the nails have not been trimmed, BAB will provide this service and the Client will incur an additional fee.
- Water is available at all times; however, the Guest may still be thirsty after day care. Be aware of their water intake; excessive amounts of water in a short period of time may cause an upset stomach or other problems.
- Dramatic changes in food and/or food quality may cause upset stomachs, diarrhea, and/or colitis.
- BAB reserves the right to dismiss any Guest whose behavior is deemed dangerous or inappropriate.
- Payment for all services is due at the time they are rendered. All services purchased are non-refundable. Any unpaid fees by me will be sent to collections and the Client will be responsible for any and all collections and legal fees incurred.**
- A \$50.00 deposit is required to reserve a Guest hotel suite during peak seasons (peak seasons are determined by BAB each year). BAB must be provided with a (minimum) two-week cancellation notice in order to receive a deposit refund. Failure to provide the minimum required notice will result in forfeiture of the deposit.**
- The Guest(s) has/have not harmed or shown aggressive or threatening behavior towards any person or any other pet(s). BAB relies on this representation to be accurate and true to the best of the Client's knowledge.
- The Guest(s) is/are in good health and has/have not been ill with any communicable disease within the last 30 days.
- BAB will not be held responsible for lost goods that the Client may have provided during the Guest(s) stay.
- When dogs play in groups it is possible for nicks and scratches may occur. BAB staff will give all pets involved in any type of incident a cursory examination; however, BAB is not liable for the location, treatment or diagnosis of any injuries incurred on our premises. BAB staff may or may not notify the Client or designated Guardian immediately if the Guest(s) sustain(s) any nicks, scratches, or injuries. At the Director's discretion, BAB may also elect to wait and notify the Client or designated Guardian when the Guest(s) check(s) out; this notification will be via a written incident report. If such an incident should occur, then it is also recommended that the Client check the Guest(s) further, and, if necessary, seek treatment from a licensed veterinarian at the Client's discretion and cost.
- BAB has permission to photograph and/or videotape both the Guest(s) and Client at any time during their visit. Usage will include, but is not limited to, any and all BAB advertising services. BAB reserves the right to use, reuse, and publish aforementioned media via print, television and social media, or any other means deemed necessary to achieve BAB advertising goals. The Client agrees to waive all rights to this material, including review and approval of finished products, and acknowledges that BAB will not provide compensation for any usage of this material at any time.

Initials _____

BARK-A-BOUT

The Guest(s) must go through a Behavior/Meet-n-Greet Evaluation before attending our Daycare Program or our Hotel. If the Client decides to enroll the Guest in the Daycare Program, BAB encourages a one day per week commitment to daycare. Guests not attending daycare for an extended period can experience a higher level of stress, anxiety, raw paw, and illnesses as well as an overall adjustment to our facility. If the Guest has been absent for an extended period of time BAB provides no guarantee that the Guest will be able to re-integrate into play; the Guest will be required to undergo reevaluation.

This written Client Agreement constitutes the entire agreement between the parties and there are no oral agreements or understandings except as provided for herein.

- All terms and conditions of this Agreement shall be binding on the heirs, administrators, personal representatives and assignees of the Owner/Guardian and BAB.
- Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this Agreement, shall be settled 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. The arbitrator shall, as part of the award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party. The arbitrator(s) shall apply Michigan law to the merits of any dispute or claim without reference to conflicts of law rules. The parties hereby consent to the personal jurisdiction of the state and federal courts located in this Agreement or relating to any arbitration in which the parties are participants. The parties have read and understand this clause, which discusses arbitration. The parties understand that by signing this Agreement that they will submit any claims arising out of, relating to, or in connection with this Agreement or the interpretation, validity, construction, performance, breach, or termination thereof, to binding arbitration and that this arbitration clause constitutes a waiver of the party's right to a jury trial and relates to the resolution of all disputes relating to all aspects of the relationship between the parties.

With my signature below, I accept exclusive and sole responsibility (financial and otherwise) for these and all other risks and release BAB of all liability, no matter the cause.

The Client certifies the accuracy of all information provided to BAB in writing about the Guest(s) by signing this agreement. BAB reserves the right to deny admittance to any Guest for any reason at any time.

Client Name Print : _____

Witness: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

****Terms and Requirements are subject to change at any time without notification.**

Permission to Treat Authorization

In the case of emergency or for the use of the BAB cab service, I recognize the risks of injury that accompany said transport and acknowledge that this RELEASE is being relied upon by BAB to permit transport of my pet(s) to and from BAB or any other necessary location. Furthermore, I accept any and all conditions, rules and regulations set forth by BAB associated with the activities, use of the facilities and transport, and hereby agree to comply with them.

In an emergency, BAB will contact both a local BAB-approved emergency veterinary hospital as well as the emergency contact provided to BAB by the Client. However, such an emergency may not provide the time to do so prior to the administration of care.

I, _____, grant BAB and/or its selected agents full power of decision concerning the care and wellbeing of our pet(s). Should any medical emergency arise, it is agreed that Bark-A-Bout or its selected agents can and will make any needed decision concerning medical treatment and choice of care.

- Please provide any and all necessary veterinarian care for my Pet(s).
- Please limit veterinarian care for my Pet(s) to a total amount of \$ _____.
- I refuse potential life-saving medical care for my Pet(s).*

*If you decline medical treatment for your Pet(s), then BAB, at its sole discretion, may engage the services of a veterinarian and/or administer medication to make the Guest as comfortable as possible until picked up by the Client, designated Guardian or emergency contact. The Client accepts sole financial responsibility for any and all charges incurred for these efforts.

Initials _____

If your Pet(s) has/have entered the final stage(s) of life prior to check-in then BAB requires prior notification from the Client or designated Guardian. In the event of your Pet(s) declining health or death, the Client, designated Guardian or emergency contact will be notified immediately to provide consent regarding next steps including veterinary involvement or, if applicable, withholding, withdrawal, or continuation of life-prolonging procedures. In the event that none of the aforementioned contacts can be reached, the following person(s) is/are designated as (an) approved alternate contact(s) and decision maker(s). The Client or designated Guardian certifies this is a personal request and that all parties have been notified of designation and wishes.

1st Alternate Contact Name: _____

2nd Alternate Contact Name: _____

Contact Number: _____

Contact Number: _____

My signature below represents my authorization; I accept exclusive and sole responsibility (financial and otherwise) for these and any other risks and release Bark-A-Bout of all liability, no matter the cause.

Owner/Guardian Print : _____

Witness: _____

Signature: _____

Signature: _____

Date: _____

Date: _____