

Best Friends Fur Ever Pet Care Agreement

As a condition of using our services for your pets, the following Waiver & Assumption to Hold Harmless must be signed. By choosing to utilize the services, participate in activities, groom, or board my pet(s) at Best Friends Fur-Ever[™]. I agree to the following:

- Best Friends Fur Ever intends to rely on and has the right to rely on the information supplied by you in this application.
- I agree to pay the rates that are in effect at the time my pet is at Best Friends Fur-Ever[™]. I am aware that the extra charges may be incurred, and I agree to pay them at the time of pick-up. Examples include, but are not limited, Daycare, Boarding, grooming, training, Pet Care Warranty, peak rates and medication or food related charges. All charges related to your pet are required to be paid when your pet leaves our resort.
- All Dogs must be brought in to the BFFE facility in a controlled manner on a leash and collar or harness with proper identification.
- Best Friends Fur Ever reserves the right to terminate the Pet Care Agreement at any time in its sole and exclusive subjective discretion.
- Any bill which is not paid within thirty (30) days of receipt shall accrue interest at 18% per annum from the date the bill was issued. If Best Friends Fur Ever is required to initiate collection proceedings, and if necessary, court proceedings, it shall be entitled to recover its costs and reasonable attorneys' fees in the amount of one-third (1/3) of the amount due.
- If a check or other instrument has been dishonored by non-acceptance or non-payment and has not been paid within ten (10) days, Best Friends Fur Ever will send a notice of dishonor to you. If the check or other instrument is not paid within thirty (30) days after the notice of dishonor is sent, Best Friends Fur Ever reserves the right to file a complaint in any District Court for the amount of the check or instrument, a collection fee up to \$35.00 and an amount up to two times the amount of the check.
- I understand that on enter Best Friends Fur Ever, my pet will be examined for fleas. If fleas are found, the pet will not be admitted. Guests are required to be on 30-day flea preventative.
- I understand that a dog's stay at Best Friends Fur Ever is not without some risk of injury, that despite all dogs appearing healthy and being handled with the greatest amount of care and foresight, dogs are not always predictable and the unexpected may occur. If my dog participates in any Best Friends Fur Ever programs, including, but not limited to Daycare, Boarding, Grooming, or Training, I recognize that the benefits of any such programs are valuable to my dog, and accept the potential risks. I further agree to pay veterinary/medical expenses incurred as a result of illness or injury to or caused by my dog that are not covered by any applicable Best Friends Fur Ever Pet Care Warranty. (See the attachment below for the current version of the Pet Care Warranty)
- Except as set forth in the attached Pet Care Warranty, Best Friends Fur Ever is not responsible for costs associated with treating upper respiratory or other contagious illnesses. Just as you would not expect your school to pay for your child contracting a cold, except as set forth in the attached Pet Care Warranty, Best Friends Fur Ever does not pay for the treatment of upper respiratory symptoms in your pet. Upper respiratory symptoms and other contagious illnesses are a potential risk when dogs from different households interact together or in common areas - much like children at school or at work who contract a cold or the flu.
- Care of sick guests: We hope this never happens, but if your pet appears ill with or is suspected of
 having a contagious illness such as an upper respiratory condition, your pet will be immediately
 isolated, and you will be contacted to pick up your pet immediately to continue care at
 home. Charges for your pet's stay will continue to accrue until your pet is discharged; charges will
 be due at pick up. No additional services or outings into community areas will occur. Additional
 charges of \$100 per day on top of regular charges, will be incurred in the rare event a pet is not able
 to be picked up immediately. Your pet cannot return to Best Friends Fur Ever until the pet has been



examined by a licensed veterinarian and deemed to not be contagious to other dogs. We must receive a letter from your veterinarian stating the above facts.

- I am aware of charges that will apply if I drop off at 4:45 AM or pick up after 6:30 PM and understand my dog will be considered to be overnight after 11:45 PM and I will be charged accordingly. In the event this occurs; if a daycare pass was used for payment, the pass will be refunded 1 day, and I will be responsible for paying the boarding amount with the appropriate payment type.
- If my pet appears to be in need of veterinary treatment, I authorize Best Friends Fur Ever to engage the services of a licensed veterinarian at my expense, to give other requisite attention, and to make whatever decisions are required for my pet's veterinary treatment. I agree to pay all veterinary charges incurred by my pet while in the care of Best Friends Fur Ever that are not covered by any applicable Best Friends Fur Ever Pet Care Warranty. I will not hold Best Friends Fur Ever liable for failure to seek veterinary attention of for decisions made under this contract.
- I understand that if my dog has been identified as a fence jumper/climber, Best Friends Fur Ever will attempt to use a long line for control. If this procedure is deemed ineffective, the dog will not be eligible for daycare or overnight boarding.

WAIVER OF LIABILITY

- I understand that Best Friends Fur Ever will exercise due diligence and care in the guardianship of my pet. I hereby waive and release Best Friends Fur Ever, its employees, owners and agents from any and all liability of any nature, for injury or damage, including that which may result from the action of any dog including my own, and I expressly assume the risk of such damage or injury while my dog participates in or attends any function of Best Friends Fur Ever, while on the grounds or the surrounding area thereto.
- FURTHER, IN COSIDERATION of participating in any way in transportation provided by Best Friends Fur Ever ("TRANSPORT"):
- I acknowledge, agree, and represent that I understand the nature of the transportation, that I am aware of the possible risks and dangers associated with my participation in Best Friends Fur Ever provided transportation. These risks include but are not limited to the following:
 - a. The risks associated with travel to and from locations, including transportation provided by commercial and/or private motor vehicles.
 - b. The possibility of pet injury occurring while getting on or off (in or out of) the mode of transportation being used for TRANSPORT

In the event of any illness or injury, I hereby **CONSENT** to whatever medical treatment or hospital care from a licensed veterinary physician and/or surgeon is deemed necessary for the safety and welfare of my pet. It is understood that, except as set forth in the Pet Care Warranty, the resulting expenses will be the responsibility of the owner. (Whenever possible, attempts will be made to contact the owner prior to taking any medical action.)

 I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE BEST FRIENDS FUR EVER, INC, ITS ADMINISTRATORS, DIRECTORS, AGENTS, OFFICERS, MEMBERS, VOLUNTEERS, AND EMPLOYEES, OTHER PARTICIPANTS, ANY SPONSORS, ADVERTISERS, AND, IF APPLICABLE, OWNER AND LESSORS OF PREMISES ON WHICH TRANSPORT TAKES PLACE, (EACH CONSIDERED ONE OF THE "RELEASES" HEREIN) FROM ALL LIABLITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASESS" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE THAT IF, DESPITE THIS RELEASE AND WAIVER LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT I, OR ANYONE ON MY BEHALF, MAKES A CLAIM AGAINST ANY OF THE



RELEASEES, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST WHICH MAY INCUR AS THE RESULT OF SUCH CLAIM.

DEPOSIT AND CANCELLATION POLICIES

Due to the dramatic increase in travel and reservations from our customer base, we often are at full capacity. We strive to accommodate all reservation requests and therefore it is critical that we monitor our occupancy projections. Please remember we are holding your reservation for your pet throughout the scheduled duration of their stay. No shows, cancellations, or last-minute changes in reservations can result in under booked reservations and a client's inability to book an available accommodation. In addition, our play models are built on a ratio of dogs to handlers. We need to have the very best estimate of number of dogs (guests) on a daily basis, to staff properly. Below you will find our deposit and cancellation policies.

- A deposit of 50% of your total estimated boarding charges will be collected upon making your reservation.
- Deposits are due at the time of reservation creation.
- All cancellations must be made via phone.
- If you cancel your boarding reservation at least 4 days in advance of your scheduled drop off time (as noted in Gingr), your deposit will be refunded to the credit card originally charged.
- If you cancel your boarding reservation between 2 and 3 days in advance of your scheduled drop off time, your deposit will be converted to credit to be applied to charges for future care of your pet.
- If you cancel your boarding reservation on less than 24 hours' notice, your deposit will be forfeited.
- For daycare clients: If you cancel your daycare on less than 24 hours' notice, your pass or credit card on file will be charged a full day of daycare.
- In the event there is no credit card on file, it fails to process and/or no package is available, the amount for that day of daycare will be processed as an amount due and will follow all policies for an open invoice.

PET CARE WARRANTY

Best Friends Fur Ever, Inc. (BFFE) strives to provide the very best care to our clients' pet companions. Based on our expert level of care and the trust our clients have in our company, we are happy to announce an additional service that underscores our continuing commitment to provide the highest quality of pet care, safety, quality assurance, and peace of mind.

BFFE is offering our Pet Care Warranty that will reimburse our clients up to \$750 in eligible veterinary expenses for injuries or illnesses that occur during a pet's visit at BFFE with a \$3 per day Pet Warranty Fee. The details of this benefit for our clients' pets are described below.

• All guests are automatically enrolled and covered by the Pet Care Warranty effective April 1, 2022

Eligible Expenses

Eligible veterinary expenses, means diagnostic and/or treatment expenses provided by a licensed veterinarian that are directly related to an injury or illness that are directly related to an injury or illness that occurs during the pet's visit to BFFE. This includes injuries or illnesses that arise during the pet's visit,



or injuries or illnesses that occur during the pet's visit and become evident on or before twenty-four hours after the pet's stay. Expenses that are not eligible for reimbursement include: expenses for pre-existing conditions, injuries or illnesses sustained by the pet before arriving at or after leaving BFFE, age-related injuries or illnesses and newly diagnosed chronic conditions or diseases. Canine Papilloma virus and internal or external parasites, Upper Respiratory Illnesses and allergic responses may also not be covered under this warranty. See Below*

Maximum reimbursement

The maximum reimbursement is \$750 per visit, not exceed \$1,500 per year per canine.

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The Pet Care Warranty is provided for a nominal charge of only \$3 per pet per day, which will be included automatically on the owner's invoice when payment is made for BFFE services.

How to seek reimbursement (dog off premise)

Pet owner must follow these steps to request reimbursement for eligible expenses:

- The injury or illness must be reported to resort management within twenty-four hours of the pet's departure from BFFE to qualify for reimbursement, and the pet must have been evaluated by a licensed veterinarian within 3 days from the pet's departure from BFFE.
- 2. The pet owner is responsible for paying all veterinary expenses directly to the licensed veterinarian or animal clinic. BFFE will not make payment to the veterinarian. To be eligible for reimbursement, the pet owner is also required to first make full payment to BFFE for any lodging or daycare expenses incurred during the pet's visit
- 3. The pet owner must submit a copy of the veterinarian's diagnosis and paid treatment charges within two weeks of the pet's departure from BFFE. The request for reimbursement should be submitted to the resort management via email, fax, or hand-delivery to ensure the information is received promptly.
- 4. BFFE may require a conference call with the treating veterinarian to learn more about the injury or illness or confirm that the injury or illness was not due to any pre-existing conditions. In these cases, pet owners must give their veterinarian authorization to speak to a BFFE manager regarding their pet's condition and diagnosis. Otherwise, the warranty will be void.
- 5. Within 10 days of receiving the request for reimbursement and a copy of the paid veterinary expenses and diagnosis, BFFE will let you know of the our decision regarding your pet's expenses.
- 6. BFFE will mail a check payable to the pet owner on file at BFFE to reimburse for eligible veterinary expenses up to a maximum of \$750 per visit or \$1500 annually in any calendar year, within 14 days of the eligibility decision. If there is any question about the applicability or necessity of a diagnostic test or treatment. BFFE maintains the right in its sole and absolute discretion to disqualify expenses that are not related to the diagnosis and/or treatment of the pet's injury or illness.
- 7. If any pet is injured or ill during the pet's stay at BFFE and needs immediate veterinary attention, BFFE will bring the pet to the veterinarian with the closest proximity to the resort where the injury or illness occurred.



B. How to seek reimbursement (dog on premise)

1. For any dog on premise at BFFE that needs immediate veterinarian care and is taken to the nearest veterinarian by BFFE, BFFE shall pay the full veterinarian bill. All fees above \$750, or fees deemed ineligible for reimbursement shall be added to the client's bill to be paid by client at pick up.

Cancellation Policy

BFFE may terminate the Pet Care Warranty program of the pet warranty with respect to any particular pet at any time. If the Pet Care Warranty program or pet warranty for a specific dog is canceled, BFFE shall reimburse the owner for eligible veterinary expenses incurred during the period of time in which the Pet Care Warranty fee was charged to and paid by the owner and the canine was covered. BFFE shall also reimburse the owner for any pet care warranty fees paid in advance for the period after the program or warranty is canceled.

Severability

This Pet Care Warranty agreement shall be governed by the laws for the State of Maryland. If any part of this agreement shall be deemed unenforceable or illegal or in conflict with the laws of the State of Maryland, then the parties agree that the portion of the agreement deemed illegal or in conflict with the laws shall be void, but the remainder of the agreement shall be valid and enforceable.

** Should your dog not be up to date on vaccines for any reason, then you will be ineligible for the pet care warranty coverage for illness that could have been prevented with the recommended vaccine.

Play Safe Collar

Best Friends Fur Ever recommends using your dog's own collar or harness to bring your dog into and out of the facility. If you **HAVE** to use the day care collar to enter or exit the facility, you **MUST** clip both brass rings together or risk the chance of your dog getting loose. Both Joppa and Cockeysville locations are within seconds of busy roads, where no one would wish their dog to be running. **PLEASE** use care and caution when walking your dogs on the play safe, daycare ("breakaway") collar. I accept all responsibility in the case of any accident or injury arising from or in any way related to the use of said collar.

On behalf of myself and any and all other owners of this pet, I have read and agree to the terms and sections of this contract; including but not limited to the Liability, transportation, Pet Care Warranty, Play safe collar. I warrant that I have the authority to represent any and all other owners of this pet in signing this Pet Care Agreement.

Please visit our customer portal to sign up and/or sign the agreement: https://bestfriendsfurever.gingrapp.com/front_end/login/email