

Prairie Pawz LLC

Boarding and Services Agreement

NOTICE TO THE PET OWNER / GUARDIAN rev.4/16/25

PLEASE READ THIS NOTICE CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE PRAIRIE PAWZ LLC AND RELATED PARTIES UNDER CERTAIN CIRCUMSTANCES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY AND UNDERSTAND ITS TERMS.

I, _____, Owner / Guardian of the pet(s) identified below (each, a “Pet” and, collectively, “Pets”), in consideration for my Pet(s) being permitted to be a pet guest at Prairie Pawz LLC (“**Prairie Pawz**”), make the following representations, certify the accuracy of all information provided by me to Prairie Pawz, and agree to the following policies, procedures, terms, and conditions stated below.

Pet Name(s) and Type of Animal (Dog/Cat/Rabbit/etc.):

_____	_____
_____	_____
_____	_____

Terms and Conditions

- 1. Refusal of Service.** Prairie Pawz reserves the right to deny admittance to any Pet for any reason at any time.
- 2. Representations Regarding Pet.** I represent and warrant that my Pet(s) are: (1) 12 weeks of age or older; (2) current on all required vaccinations; (3) on monthly flea and tick preventative medication; (3) on a heartworm preventative medication; (4) in good health and have remained in good health for at least the 30 days prior to check-in; and (5) not aggressive or toy/food protective.
- 3. Representations Regarding Owner.** I represent and warrant that I: (1) have completed the Pet Profile for all applicable Pet(s) (e.g., my dog(s), cat(s), rabbit(s), etc.); (2) will ensure that my dog(s) enter and exit any Prairie Pawz facility on an appropriate leash; **NO RETRACTABLE LEASHES ALLOWED** (3) will ensure my cat(s) enter and exit any Prairie Pawz facility in an appropriate cat carrier; and (4) will ensure any Pet(s) that are not a dog or cat enter and exit any Prairie Pawz facility in an appropriate pet-specific carrier or restraint.

- 4. Pet Health.** I represent and warrant that my Pet(s) have not had any sedatives within 24 hours of check-in and have not had any contagious illnesses of any kind within 30 days of check-in. I am aware and understand that Prairie Pawz employees are not veterinarians, do not have backgrounds in animal medicine, and cannot diagnose or detect illnesses in the Pets that are staying at Prairie Pawz' facilities. I hereby assume all risk associated with the administration of medication, if any, by Prairie Pawz during my Pet(s)' stay and will complete any forms required by Prairie Pawz in this regard. I acknowledge and am aware that vaccines do not protect against all contagious illnesses that may affect my Pet(s).
- 5. Duty to Disclose.** I have disclosed, and will continue to disclose throughout the time that I receive services from Prairie Pawz, any and all medical conditions or other conditions affecting my Pet(s) including, but not limited to, personality or behavioral concerns that may create a danger to other animals or humans as well as behaviors that may limit or prevent my Pet(s)' ability to participate in services or programs provided by Prairie Pawz in a healthy way. I understand and acknowledge that Prairie Pawz relies on, and will continue to rely on, these representations to provide its services and to provide a safe environment for humans and animals.
- 6. Fleas and Ticks.** If any fleas or ticks are discovered on my Pet(s) during check-in or at any other time while my Pet(s) are receiving services at Prairie Pawz, Prairie Pawz is hereby authorized to administer a flea bath and flea spot treatment to my Pet(s). I acknowledge that Prairie Pawz may be required to perform certain measures to rid Prairie Pawz' facilities from such fleas or ticks. I agree to pay, at my sole expense, all costs associated with such flea or tick removal treatments and/or removal measures.
- 7. Veterinarian Care; Medical Treatment.** Prairie Pawz is hereby authorized to obtain appropriate medical treatment for my Pet(s) if Prairie Pawz determines, in its sole and reasonable discretion, that my Pet(s) are ill, injured, or otherwise exhibit any other behavior indicating a need for medical treatment. Medical treatment may require transportation of my Pet(s) to receive care, and I hereby authorize such transportation. I agree that I will be responsible for the cost of any such care.
- 8. Dog Daycare; Daytime Meals.** Prairie Pawz is a cage-free facility utilizing playgroups where multiple dogs may interact with each other. I acknowledge that dogs play with their mouth and paws, which may result in nicks and scratches on my Pet(s). While Prairie Pawz provides reasonable care and supervision in the playgroups, Prairie Pawz employees may not notice these nicks or scratches before my Pet(s)' departure and, therefore, I might not be notified. If my Pet(s) need a daytime meal, I will provide Prairie Pawz with food and I understand that an additional fee will be charged for administration.
- 9. Food for Boarding Services.** I agree to bring all appropriate food for any of my Pet(s) who receive boarding services. If the food I provide runs out during my Pet(s)' stay, I authorize Prairie Pawz to provide my Pet(s) food that Prairie Pawz has in stock for an additional fee.
- 10. Aggressive Dogs.** Prairie Pawz does not allow aggressive dogs at any of its facilities. If my dog acts aggressively or otherwise exhibits unacceptable behavior, my dog may be separated from other dogs. I hereby authorize Prairie Pawz to use squirt bottles, citronella spray, crates, and, if necessary, muzzles to control my Pet(s) for the protection of other pets and humans. If my Pet(s) bite a human or other animal, Prairie Pawz may contact the

appropriate authorities and proceed with appropriate responsive measures.

- 11. Photo and Video Release.** Prairie Pawz may use my Pet(s)' name(s) and any images or videos taken while they are in the care of Prairie Pawz, in any form or format, at any time, and in any media, marketing, advertising, illustration, trade, or other promotional materials.
- 12. Personal Property.** Prairie Pawz shall not be responsible or otherwise liable for any lost, stolen, or damaged personal property belonging to me or my Pet(s). I agree to label any and all personal property brought to Prairie Pawz' facilities with my Pet(s)' name and my full legal name.
- 13. Damage to Property.** If my Pet(s) damage any property belonging to Prairie Pawz or other pet owners/guardians, I understand and acknowledge that I may be subject to an additional fee upon pickup based upon a reasonable estimate of the cost to repair such damage.
- 14. Reservations; Extensions.** Confirmed reservations are required for all boarding and daycare services provided by Prairie Pawz. There is a 3-night minimum reservation for all boarding reservations during peak or holiday hours. A list of applicable holidays is posted on Prairie Pawz' website. For stays exceeding 10 nights, a deposit may be required. For extensions to any stay, the balance for the extension must be paid in full prior to extension. Notwithstanding anything to the contrary, Prairie Pawz makes no representations or warranties as to its ability to accommodate any requested extensions.
- 15. Early Departures.** Once a pet stay has begun and on day of check-in, I agree to be fully responsible for payment for all days reserved, regardless of whether I pick up my Pet(s) prior to the scheduled departure date.
- 16. Cancellations and Modifications.** The following policies apply to all cancellations and modifications:
 - a. Daycare. Daycare reservations must be cancelled *or modified* at least 24 hours before the scheduled time of arrival.
 - b. Boarding. Boarding reservations must be cancelled *or modified* at least 4 days prior to my Pet(s)' reserved arrival date. (For example, if you check in on Friday, reservations must be cancelled no later than Monday.)

If proper notice is not provided, I agree to pay 50% of the total cost of the scheduled daycare or boarding services, as applicable. I agree to pay 100% of the total cost of any modifications I make on day of check-in or once stay has begun.

- 17. Check-In and Check-Out.** All check-ins and check-outs must occur within the timeframes specified below. A half-day of daycare is defined as 5 hours or less. A full day of daycare is defined as any period greater than 5 hours in duration.

	<u>Check-In</u>	<u>Check-Out</u>
<u>Full Day Daycare:</u>	M-F: 7:00-9:00 a.m.	M-F: By 6:00 p.m.
<u>A.M. Half Day Daycare:</u>	<u>Check-In</u>	<u>Check-Out</u>
	M-F: 7:00-9:00 a.m.	M-F: 5 hours after drop off time
<u>P.M. Half Day Daycare:</u>	<u>Check-In</u>	<u>Check-Out</u>
	M-F: 12:00-12:30 p.m.	M-F: 5 hours after drop off time
<u>Boarding:</u>	M-F: 12:00-5:00 p.m.	M-F: 8:00-11:00 a.m.
	Sat/Sun: By Appointment	Sat/Sun: By Appointment

18. Late Fees; Early Drop-Off Fees. The following provisions apply to late pick-ups and early drop-offs.

- a. Daycare. If I arrive after 6:00 p.m. M-F, a \$20 late fee will apply. If I am unable to pick up my dog(s) by 6:15 p.m. M-F, I further agree to an overnight boarding fee at the current rate, in addition to food charges and other fees due upon checkout.
- b. Boarding. (i) If I arrive after 6:00 p.m. on M-F or after the scheduled pick-up time on Sat/Sun to pick up my dog(s), a late charge of \$20.00 will be due and payable upon checkout. I may elect to have my dog(s) remain in daycare for the applicable, additional fee per dog M-F. Remaining in daycare is not an option for pickups on Sat/Sun. If I am boarding a cat or small animal and am unable to pick them up by 11:00 a.m. M-F, the applicable, additional fee per day will be due and payable upon checkout. (ii) If I drop off my dog(s) before 12:00 p.m. on weekdays for afternoon daycare, an additional fee of \$16.00 will be due upon checkout.

I understand and acknowledge that Prairie Pawz LLC will be closed on holidays for both daycare services and drop off/pick up of boarded animals.

19. Payment. I agree to pay for all services and products, and to pay any applicable fees, with a credit card, debit card, cash, or check and I agree to pay for all services at the time of my Pet(s)' pickup from each visit at Prairie Pawz. I agree to pay any and all credit card surcharges and other fees, if applicable. I give my express permission for Prairie Pawz to charge any of the credit or debit card numbers I provide at the end of this Agreement for any unpaid fees, services, or products. I agree to pay the cost of any check or debit charges that are returned or challenged for any reason, including any fees associated therewith. All amounts not paid when due will accrue interest at a rate of 18% per annum or the highest rate of interest allowed by law, whichever is less.

I understand and acknowledge that the purchase of any 10 or 20-packs for daycare services are non-refundable after first use.

20. Abandonment. I understand and acknowledge that in cases of abandonment I will still be fully responsible for any and all unpaid charges, fees, and expenses incurred for my Pet(s)' stay. Prairie Pawz will make every reasonable attempt to contact me and the emergency contact(s) provided below. If, after 48 hours, Prairie Pawz is unable to contact me or my emergency contact to retrieve my Pet(s), the proper authorities will be called, and appropriate action will be taken. I agree to pay any and all boarding fees associated with my Pet(s)' stay at Prairie Pawz that extends beyond daycare or boarding services originally contracted for and any other costs or expenses incurred in connection with my abandonment of my Pet(s).

21. Liability; Allocation of Risk.

- a. Acknowledgement of Risk. I acknowledge that I am voluntarily allowing my Pet(s) to participate in programs and services at Prairie Pawz with full knowledge of the dangers and risks involved in such participation, including, but not limited to, illness, disease and harm to my Pet(s).
- b. Indemnification. I agree to defend, hold harmless, and indemnify Prairie Pawz, its owners, directors, officers, employees, volunteers, and agents against any and all losses, damages, liabilities, claims, actions, judgments, costs or expenses, including reasonable attorneys' fees, incurred by Prairie Pawz, its owners, directors, officers, employees, volunteers, and agents as a direct or indirect result of (i) my failure to make disclosures as required above; (ii) my failure to fully inform Prairie Pawz of any pre-existing medical conditions that my Pet(s) may have; (iii) any inaccuracy in any statement made by myself or information otherwise provided by me to Prairie Pawz; (iv) damage or injury caused by my Pet(s), including, but not limited to, destruction of property, bites, scratches, and transmission of disease; (v) damage or injury arising during transportation of my Pet(s) to or from any Prairie Pawz facilities by Prairie Pawz, its owners, directors, officers, employees, volunteers or agents (including any accidents and/or injuries incurred as a direct or indirect result of transportation); (vi) any loss or damages arising from my breach of the terms of this Agreement; (vii) any lawsuit brought by any member of my family or other person claiming ownership of my Pet(s), and (viii) any and all veterinary bills associated with my Pet(s). Notwithstanding the foregoing, this indemnification shall not be construed to cover the intentional wrongdoing of the indemnitees.
- c. Waiver. I hereby release and waive any and all claims, now known or unknown, against Prairie Pawz and its directors, officers, employees, volunteers and agents on account of any injuries, claims, losses, liabilities, costs or expenses (including attorneys' fees), causes of action or suits whatsoever, in law or equity, arising out of or related to the services provided by Prairie Pawz and its directors, officers, employees, volunteers and agents. Notwithstanding the foregoing, this waiver shall not be construed to cover the intentional wrongdoing of Prairie Pawz, its employees, volunteers and agents.
- d. Abandonment Liability. I acknowledge and accept that if I abandon my Pet at Prairie Pawz, I may be unable to retrieve my Pet and will have no recourse

whatsoever against Prairie Pawz. Prairie Pawz assumes no responsibility or liability in connection with any animals abandoned at Prairie Pawz' facilities.

- 22. Sole Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all other agreements, representations, warranties, statements, promises and undertakings, whether oral or written, with respect to the subject matter of this Agreement. This Agreement may be modified or amended only by a written agreement signed by the party against whom the amendment is sought to be enforced.
- 23. Continued Affirmation.** Each time I bring my Pet(s) into Prairie Pawz for daycare or boarding services, I reaffirm the terms of this Agreement, including representing and warranting that all claims and representations contained herein remain fully accurate and truthful as if made again on the date each additional daycare or boarding service is scheduled to begin.
- 24. Terms Subject to Change.** I hereby understand and acknowledge these terms are subject to change without notice and that I will be bound by such terms by scheduling additional services from Prairie Pawz. The most recent form of the Boarding and Services Agreement is available at prairiepawz.com.

[Signature page follows]

I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT AND UNDERSTAND THAT I WILL GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO PRAIRIE PAWZ LLC, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS TO THE GREATEST EXTENT PERMITTED BY LAW. I FURTHER 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.

OWNER/GUARDIAN SIGNATURE

Printed Name: _____

Signature: _____

Date: _____

EMERGENCY CONTACT INFORMATION

Contact: _____

Contact: _____

Relationship: _____

Relationship: _____

Phone Number: _____

Phone Number: _____

Email: _____

Email: _____

CREDIT CARD / DEBIT CARD INFORMATION

A CURRENT CARD ON FILE IS REQUIRED FOR ALL SERVICES

Mastercard Visa Discover American Express

Name (as it appears on your card): _____

Card Number: _____

Expiration Date: ____/____

Billing Zip Code: _____

CVV: _____