



Woofington
3596 Shoreline Drive
Wayzata, MN 55391
952-471-1070
www.woofington.com

Woof Diversified, LLC dba Woofington Boarding, Grooming, Daycare and Services Agreement

NOTICE TO THE PET OWNER/GUARDIAN:

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE WOOF DIVERSIFIED, LLC (referred to in this agreement as "WOOFINGTON"), AND RELATED PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY AND UNDERSTAND ITS EFFECT, POLICIES, PROCEDURES, PET RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENTS.

In consideration for my pet _____ being permitted to be a pet guest at The Woofington, by signing this document, I _____ Owner/Guardian, make the following representations, certify the accuracy of all information provided to The Woofington at any time, and agree to all the following policies, procedures, terms and conditions stated below in this Woof Diversified, LLC dba Woofington Boarding and Services Agreement.

Policies, Procedures, Terms and Conditions

- 1. Owner/Guardian:** I represent that I am the owner and/or authorized guardian of my pet and I am fully authorized to enter this agreement.
- 2. Refusal of Service:** I understand The Woofington reserves the right to deny admittance to any pet for any reason, at any time.
- 3. Pet Requirements:** I represent that my pet meets all of the following requirements:
 - Is 4 months of age or older.
 - Is current on his/her required vaccinations.
 - Is on a monthly flea and tick preventative medication.
 - Has been in good health for the last 30 days prior to check-in.
 - My pet is not aggressive, nor shown signs of aggression to other dogs or humans.
 - I have completed the Pet Profile
 - My dog will enter and exit The Woofington facility on a leash.
- 4. Health:** I represent that my pet has not had any contagious illnesses of any kind for 30 days prior to check-in. I am aware and understand that the Woofington employees are not Veterinarians and do not have backgrounds in animal medicine. The Woofington employees cannot diagnose or detect illnesses in the pets that are staying at The Woofington. I agree to assume all risk associated with the administration of medication by The Woofington during my pet's stay. In addition, I acknowledge and am aware that vaccines do not protect against all contagious illnesses that may affect my pet. I HEREBY AGREE TO INDEMNIFY THE WOOFINGTON, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AGAINST ANY CLAIMS MADE AGAINST THE WOOFINGTON, ITS OWNERS,



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DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS AS A RESULT OF MY FAILURE TO INFORM THE WOOFINGTON OF ANY PRE-EXISTING MEDICAL CONDITIONS THAT MY PET MAY HAVE.

5. **Flea and Ticks:** I agree that if any fleas or ticks are discovered on my pet during check-in or at any other time while my pet is receiving services at the Woofington, that the Woofington will require my pet to be picked up. If a flea bath and flea treatment of any kind is administered, it will be at the owner's expense.

6. **Veterinarian Liability and Care:** I agree to allow the Woofington to obtain Veterinarian medical treatment for my pet, if, in its sole discretion it appears that, the pet is ill, injured, or exhibits any other behavior that would reasonably suggest that my pet might need medical treatment. Medical treatment may require transportation of my pet to receive care and I hereby authorize such transportation. I grant the Woofington full authority to make decisions involving the medical treatment of my pet during its stay at the Woofington. I agree that I am fully responsible for the cost of any such medical treatment and transportation. I agree that I am assuming all risk of illness, disease, harm or otherwise to my pet by allowing my pet to participate in services at the Woofington. Furthermore, I agree that I am assuming all risk of the consequences associated with any decisions made by the Woofington, relating to the medical care and transportation of my pet.

7. **Transportation:** I agree that if my pet is transported to or from the Woofington, by the Woofington, its employees or agents, that I AGREE TO HOLD THE WOOFINGTON, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS HARMLESS IN THE EVENT OF INJURY OR ACCIDENT DURING TRANSPORTATION.

8. **Pet Behavior:** I agree to be solely financially responsible for any and all acts, behavior, and Veterinarian care of my pet while in the care of the Woofington. IN ADDITION, I AGREE THAT IF MY PET IS INJURED BY ANOTHER PET, I HEREBY RELEASE THE WOOFINGTON, ITS OWNERS, EMPLOYEES, AND AGENTS FROM ALL LIABILITY AND FINANCIAL RESPONSIBILITY FOR SUCH INJURY. I FURTHER UNDERSTAND THAT IF MY PET BITES A HUMAN OR PET, THAT THE WOOFINGTON MAY CONTACT THE APPROPRIATE AUTHORITIES.

9. **Dog Daycare:** I understand that the Woofington is a cage-free facility utilizing playgroups where multiple dogs will interact. I understand that dogs often play with their mouth and paws, which can result in nicks and scratches on pets. While the Woofington provides reasonable care, trained professionals, and 100% supervision in the playgroups, I understand and agree that it's possible the Woofington employees may not notice these nicks or scratches before my pet's departure and, therefore, I might not be notified.

10. **Aggressive Dogs:** I certify that my dog is not aggressive and I understand that aggressive dogs are not permitted to participate in services at the Woofington. If my dog acts aggressively or exhibits unacceptable behavior, he/she may be separated from the other dogs. I authorize the Woofington to use muzzles, in extreme cases, to control my pet for the protection of other pet guests and human staff.

11. **Abandonment Notice:** I fully understand and agree that if my pet is not picked up by myself or an authorized representative within 7 calendar days after the day my pet is scheduled to depart, that my pet shall be deemed "abandoned". I understand if I abandon my pet at the Woofington, the Woofington, in its sole discretion, will try to re-home my pet, or relinquish my pet to a legal shelter of its choice. I FULLY UNDERSTAND AND AGREE THAT IF I ABANDON MY PET AT THE WOOFINGTON, I MAY BE UNABLE TO RETRIEVE MY PET AND WILL HAVE NO RECOURSE AGAINST THE WOOFINGTON. In addition, I understand that I will still be responsible for the unpaid charges incurred for my pet's stay.



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12. **Photo and Video Release:** I agree to allow the Woofington to use my pet's name and any images or videos taken while he/she is in the care of the Woofington, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials.
13. **Personal Property:** I agree that the Woofington shall not be responsible or liable for any lost, stolen, or damaged personal property belonging either to my dog or me. I also understand and agree that my dog's collar will be removed in the play area, and replaced with a tear-away collar, to assist in preventing injury.
14. **Service Fees:** I agree to pay for all fees, services, and products with a credit card, cash, or Woofington gift certificate at the time of my pet's pickup from each visit at the Woofington. I give express permission to the Woofington to charge any of the credit card numbers provided on my Credit Card Authorization Form(s) for any unpaid fees, services, or products.
15. **Reservations:** I understand that confirmed reservations are required for boarding services at the Woofington. I understand there is a two (2) night minimum for all boarding reservations during any Peak/Holiday periods.
16. **Cancellations: Non-holiday/non-peak policy:** I understand that all confirmed reservations for NON-HOLIDAY/NON-PEAK DAYS must be cancelled at least two (2) days prior to my pet's reserved arrival date. I further understand that a cancellation made within two (2) days of my pet's arrival date, or a no-show, will result in my credit card on file being charged for a one (1) night stay. **Holiday/Peak day policy:** I understand that all confirmed reservations for HOLIDAY/PEAK DAYS must be cancelled at least three (3) days prior to my pet's reserved arrival date. I further understand that cancellation made within three (3) days of my pet's reserved arrival date, or a no show, will result in my credit card on file being charged for a two (2) night stay.
17. **Check-in & Check-out Times:** I understand that there are no early check-in or check-out options available, regardless of the day. Late Check-in or check-out times are available for one (1) hour after lobby close ONLY and will incur an additional fee of \$20.00, per pet. Any pets not picked up within this one hour window will be considered overnight Boarding guests, and charged as such.
18. **Early departure:** Once a pet's stay has begun, I understand that I am responsible for payment of all days reserved, regardless of picking my pet up prior to the scheduled departure date, unless prior arrangements have been made.
19. **Refunds:** The Woofington will gladly accept returns of unopened and unused merchandise from our boutique within 30 days of purchase with proof of receipt.
20. **Resort Guidelines:** I acknowledge that I have received, reviewed and signed a copy of the Woofington's "Resort and Spa Guidelines." I HEREBY AGREE TO BE FULLY BOUND BY ALL THE TERMS AND CONDITIONS OF the Woofington's "RESORT AND SPA GUIDELINES."
21. **Duty to Disclose:** I represent that I have disclosed and shall continue to disclose, any and all medical conditions or any other conditions, including, but not limited to, personality concerns or behaviors that may affect, limit, or prevent my pet's ability to participate in services provided by the Woofington. I understand that the Woofington is relying on and will rely on those representations to provide a safe environment for both humans and animals.



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22. **Controversy or Claim:** I agree that any controversy or claim arising out of, or relating to this contract, or breach thereof, or as the result of any claim or controversy including the alleged negligence by any party to this contract, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. I further agree that judgment upon award rendered by an arbitrator may be entered in any Court having jurisdiction thereof and the arbitrator shall, as part of his award to the prevailing party, the cost of such arbitrations and reasonable attorney's fee of the prevailing party.

23. **WAIVER, RELEASE AND INDEMNIFICATION. I RELEASE, WAIVE, DISCHARGE, INDEMNIFY AND AGREE TO HOLD THE WOOFINGTON, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FOR ANY AND ALL MANNER OF DAMAGES, INJURY, CLAIMS, LOSS, LIABILITIES, COSTS OR EXPENSES, ATTORNEY'S FEES, CAUSES OF ACTION OR SUIT, WHATSOEVER IN LAW OR EQUITY, ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED BY THE WOOFINGTON, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS INCLUDING WITHOUT LIMITATION: (1) ANY INACCURACY IN ANY STATEMENT MADE BY MYSELF OR INFORMATION PROVIDED BY ME TO THE WOOFINGTON, (2) MY PET, INCLUDING BUT NOT LIMITED TO DESTRUCTION OF PROPERTY, DOG BITES, INJURY, AND TRANSMISSION OF DISEASE, AND (3) ANY ACTION BY MYSELF THAT IS IN BREACH OF THE TERMS OF THIS AGREEMENT.**

24. **Sole Agreement:** This writing represents the sole agreement between the Woofington and the Owner/Guardian.

25. **Affirmation:** Each time I bring my pet into the Woofington, I am re-affirming the terms of this agreement, and the truthfulness and accuracy of all the statements I have made in this agreement.

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 WOOF DIVERSIFIED LLC, ITS OWNERS, OFFICERS, EMPLOYEES 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.

Printed Name of Owner/Guardian _____

Signature of Owner/Guardian: _____

Date: _____

Revised: 08/12/2018