

Dog Owner Agreement

This Agreement (“Agreement”) is made and entered into as of _____ (date), by and between Firefly Kennel, LLC, a Maine limited liability company and the undersigned Owner set forth below (“Owner”).

_____ (name of owner) (hereafter “Owner”) is the owner of the dog described in the foregoing Daycare and Boarding Questionnaire (hereafter “the Dog”). Owner agrees that in admitting his or her Dog to Firefly Kennel, LLC, that Firefly Kennel, LLC has relied on Owner’s representations. Owner affirms the terms of this Agreement and the truthfulness and accuracy of all statements of Owner. Owner intends this Agreement to be valid approval for future services without having to sign additional contracts each time Dog returns for subsequent visits. By signing this document, Owner acknowledges that he or she has read this Agreement in its entirety and agrees to its terms.

- 1. Emergency Medical/Veterinary Care: If, in the judgment of Firefly Kennel, LLC, Dog requires immediate medical care and Owner cannot be reached, Firefly Kennel, LLC will take Dog to a veterinarian or animal hospital of Firefly Kennel, LLC’s choice. Owner agrees to be solely responsible for the payment of all medical bills for Dog. Owner releases Firefly Kennel, LLC, its members, officers, directors, agents, volunteers, and employees of and from any and all responsibility for, or claims, damages, debts, arising out of or related to such medical care, including, but not limited to, transportation to/from the veterinary clinic and choice of veterinarian and animal hospital.**
- 2. SERVICES; ENGAGEMENT.** Firefly Kennel, LLC provides dog boarding, and dog daycare services. Owner hereby engages Firefly Kennel, LLC to provide the services for his or her dog(s) (as set forth on the questionnaire completed by Owner according to the terms and conditions set forth in this Agreement and in any supplemental pet information or reservation forms provided in connection with this Agreement by Firefly Kennel, LLC.
- 3. OWNER REPRESENTATIONS; DUTY TO DISCLOSE.** Owner represents and warrants to Firefly Kennel, LLC that:
 - a. Owner is the rightful owner or caretaker of Dog, and his or her signature below is sufficient to enter into this Agreement for and on behalf of any other owner or representative of the Dog, and Owner is executing and agrees to be bound by this Agreement for the Dog, himself or herself and his or her heirs, successors, representatives or assigns;
 - b. The Dog is current on all required vaccinations and such other vaccinations as is required by Firefly Kennel, LLC. Owner agrees to provide documents confirming such vaccinations as requested by Firefly Kennel, LLC.
 - c. Unless otherwise disclosed to Firefly Kennel, LLC, Dog is housebroken and is not prone to chewing, scratching, digging or other destructive behavior;
 - d. The Dog is free of fleas, ticks, worms and other insects and parasites;
 - e. The Dog has no current illness or injury, except as has been disclosed to Firefly Kennel, LLC;
 - f. The Dog has not bitten, or exhibited other aggressive behavior, towards any person or animal, except as has been previously disclosed to Firefly Kennel, LLC; and
 - g. Owner has disclosed and shall continue to disclose on an on-going basis, any and all

medical or other conditions, including but not limited to personality concerns or behaviors that may affect, limit or prevent the Dog's ability to participate in play time or otherwise attend Firefly Kennel, LLC.

4. ACCEPTANCE OF RISK. Unless Owner has otherwise instructed to the contrary, Owner acknowledges and agrees that his or her Dog may encounter and be permitted to interact and play with other dogs and with Firefly Kennel, LLC staff. Owner further acknowledges that animals are unpredictable and that there is a possibility of injury or death to the Dog or to another animal or person. Owner further acknowledges and understands that there are certain risks involved in day care and boarding with an open-play environment, including but not limited to dog fights, dog bites to humans or other dogs, the transmission of disease, including Bordetella virus (kennel cough), and injuries including, but not limited to nicks, bites, scratches, broken nails, sore pads, abrasions, dog bites and cuts. Firefly Kennel, LLC may or may not notify Owner immediately if the Dog sustains any such injuries. A ny medical expenses will be the responsibility of Owner.
5. Owner is solely responsible for any and all harm and/or damage caused by Owner's Dog to persons, property, and other animals while Dog is attending Firefly Kennel, LLC. Owner shall be solely responsible for the cost of repairs to the premises, the cost of veterinary care for other animals, and for medical care of individuals, where the harm and/or damage is caused in whole or in part by Owner's Dog.
6. As consideration of the services rendered by Firefly Kennel, LLC, Owner (a) hereby waives and releases Firefly Kennel, LLC, and its sponsors, members, managers, advertisers, owners, officers, directors, employees, volunteers, invitees, agents, lessors, and any parties owning, controlling or having any interest in the property where the Firefly Kennel, LLC facility is located (collectively, "Firefly Kennel, LLC parties"), and all other representatives or agents of Firefly Kennel, LLC from any and all claims, actions, damages or liability for injury, sickness or illness suffered by his or her Dog while in the care of Company or otherwise relating to the care, control, health and/or safety of the Dog arising from pick up, transport, drop off and/or stay at Firefly Kennel, LLC facilities, and (b) agrees not to initiate any legal proceedings against Firefly Kennel, LLC or Firefly Kennel, LLC parties with respect to such released claims. "Sickness and illness" shall be defined to include any illness, including, without limitation, bordetella (kennel cough) or any other form of contagious illness.
7. Additionally, as consideration for the services rendered by Firefly Kennel, LLC, Owner will indemnify, defend and hold Firefly Kennel, LLC and Firefly Kennel, LLC parties harmless from and against any and all manner of damages, claims, losses, liabilities, causes of action or suits, whatsoever, in law or equity, fines, costs, penalties and expenses (including attorneys' fees and veterinary costs and expenses) arising from or related to the services provided by Firefly Kennel, LLC and arising from or resulting from any breach of the representations, warranties or covenants contained in this Agreement (including abandonment of the Dog at Firefly Kennel, LLC facilities), or otherwise related to any and all acts or behavior of Owner's Dog, which may include, without limitation, injury or death to a pet or animal at Firefly Kennel, LLC or injury or death to a staff member or any member of the public. In no event will Firefly Kennel, LLC or any Firefly Kennel, LLC Party be held liable for special, consequential, exemplary, or punitive damages, even if advised of their possible existence.
8. EVALUATION; PARTICIPATION. Firefly Kennel, LLC may require an evaluation or assessment of Owner's Dog prior to engaging in dog boarding or day care. Proof of current vaccinations is

required prior to evaluation. Owner understands that if a full evaluation day is requested, payment for this evaluation is due prior to the evaluation and there will be no refunds of this charge regardless of admission decision for Owner's pet(s). Owner is not permitted to attend this evaluation. After evaluation is complete, Firefly Kennel, LLC reserves all rights to refuse to provide services for any reason in their sole and absolute discretion. Further, Owner understands participation in play time with other Dogs is at the sole discretion of Firefly Kennel, LLC, and that Dog may be separated from other animals or asked to leave for any reason in Firefly Kennel, LLC's sole discretion.

9. Dogs with flea or tick problems will not be allowed at Firefly Kennel, LLC. If dogs are found to have a flea or tick problem during their stay at Firefly Kennel, LLC, they will be treated by Firefly Kennel, LLC at Firefly Kennel, LLC or another appropriate location at Owner's expense.
10. Owner agrees not to bring Dog to daycare or boarding if Dog is exhibiting any symptoms that may suggest illness such as sneezing, coughing, wheezing, runny eyes or nose, vomiting, lethargy, or diarrhea.
11. PAYMENT. Owner agrees to pay all fees for boarding, day care services, veterinary services, or other services owed at the time of service or on the day of pick up for any scheduled reservation under this Agreement. Owner agrees to pay the rate for services in effect on the date(s) Dog attends Firefly Kennel, LLC. No dog will be released until all charges are paid in full. A cancellation charge may be applied for reservations cancelled less than 24 hours before the scheduled reservation. Owner agrees to pay all costs and charges for special services requested by Owner, and all veterinary costs for the Dog while the Dog is in the care of Firefly Kennel, LLC.
12. VETERINARIAN LIABILITY AND CARE. In the event that Owner's pet should need veterinary services while in the care of the Firefly Kennel, LLC, Owner request that the following conditions be adhered to (provide initials):
 - _____ *Save my pet regardless of the cost of any necessary treatment, medication, or surgical procedures.*
 - _____ Use any and all reasonable and customary treatments, medications, or surgical procedures necessary to treat my pet, *not to exceed \$ _____* .
 - _____ *Owner does not want Dog treated by a veterinarian under any circumstances, even in a life-threatening situation.*

If a dog passes away at the Firefly Kennel, LLCs, it will be brought to its or the nearest veterinarian. Owners agrees that Owner is fully responsible for the cost of any such medical treatment and for the cost of any transportation for the purposes of such treatment.

13. PERSONAL PROPERTY. Owner agrees that no Firefly Kennel, LLC Party shall be responsible or liable for any lost, stolen or damaged personal property belonging to Owner. Owner also understands and agrees that the Dog's collar may be removed in the play area to prevent injury to any dog.
14. PHOTOS AND VIDEO RELEASE. Owner agrees to allow Firefly Kennel, LLC to use his or her Dog's name and any images or likeness of his or her pet taken while the pet is at Firefly Kennel, LLC, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials.
15. OTHER DOCUMENTATION. The terms of this Agreement will govern any reservation form, pet

information sheet, instructions from Owner or other document relating to services to be provided by Firefly Kennel, LLC.

16. **GOVERNING LAW; VENUE.** This Agreement is governed by the laws of the State of Maine, without regard to conflicts of law principles. Firefly Kennel, LLC and Owner agree that all actions or proceedings arising directly, indirectly or otherwise in connection with, out of, or related to or from this Agreement shall be litigated only in courts located in Maine, and each of them hereby consents and submits to the nonexclusive jurisdiction of any local, state or federal court located within Maine and waives any claim that any of said courts constitute an inconvenient forum.
17. **SEVERABILITY.** If any provision of this Agreement is determined to be unenforceable, such provision will be deemed severed and the remaining provisions of this Agreement will continue in full force and effect. Firefly Kennel, LLC will be deemed to have accepted this Agreement, without execution, upon the acceptance of a reservation or payment for services to be provided hereunder or the commencement of the services.
18. **ABANDONED PETS.** In accordance with 17 M.R.S. § 1038, if Dog is not picked up on the scheduled pick up date, Firefly Kennel, LLC may immediately send written notice to Owner by certified or registered mail. If Owner does not retrieve Dog within ten (10) days after written notice is sent, the Dog may be presumed to be abandoned. In such event, Firefly Kennel, LLC will become the Dog's legal owner, and may keep and/or arrange for the Dog's care, including, but not limited to, its adoption, sale, or placement with a licensed animal shelter. Owner shall be liable for Firefly Kennel, LLC's expenses, including, but not limited to, attorney fees and costs incurred for veterinary treatment, boarding, or other care.
19. **Late Pickup:** If Dog is not picked up by the regular closing time, boarding fees will be charged, and Dog may not be released until the following business day, unless alternative arrangements have been made well in advance.
20. Each time Owner brings Dog to Firefly Kennel, LLC, Owner affirms the terms of this Agreement, and the truthfulness and accuracy of all statements in this Agreement.

Owner acknowledges that he or she has read and fully understands the terms of this Agreement, including all releases, waivers of liability, acceptance of risk, and indemnity provisions. Owner further represents and acknowledges his or her present ability to comply with the terms of this Agreement. Owner has signed this Agreement freely and voluntarily without any inducement, assurance, or guarantee, and intends it to be a complete and unconditional release of all liability to the greatest extent permitted by law. Owner agrees that it is intended that all terms of this Agreement control notwithstanding any statute or law that would otherwise protect Owner or Dog.

Owner's printed name

Owner's signature

Date