

## DOG DAYCARE AND SERVICES AGREEMENT

**THIS DOG DAYCARE AND SERVICES AGREEMENT** (this “**Agreement**”) is made and entered into by and between East Lake Limited Partnership d/b/a Abby’s Dog Care, a Massachusetts limited partnership, herein after as (“**Abby’s**”) and you, the person(s) identified herein after as (the “**Dog Parent**”) below and is effective as of the date that this Agreement is executed by Abby’s. This Agreement, including the Policies, Procedures, Terms and Conditions set forth below, applies to all services provided by Abby’s and its staff, agents, representatives, including but not limited to, daycare, over-night stays, training and other ancillary services herein after the “**Services**” provided during visits by your dog(s), whether individually or collectively, to Abby’s facility property located at 28 Gorham Street, Chelmsford, Massachusetts 01824

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING AS IT INCLUDES A RELEASE OF LIABILITY, A LIMITED POWER OF ATTORNEY GRANTED BY YOU TO EAST LAKE LIMITED PARTNERSHIP D/B/A ABBY’S DOG CARE (referred to in this agreement as the “**ABBY’S**”), A WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE EAST LAKE LIMITED PARTNERSHIP D/B/A ABBY’S DOG CARE (referred to in this agreement as the “**ABBY’S**”), AND RELATED PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY AND UNDERSTAND ITS EFFECT, POLICIES, PROCEDURES, DOG(S) RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, LIMITED POWER OF ATTORNEY AND INDEMNIFICATION AGREEMENTS.

In consideration for my dog(s) being permitted to access Abby’s Services, by signing this document, I, Dog Parent, make the following representations, certify the accuracy of all information provided to Abby’s at any time, and agree to all the following policies, procedures, terms and conditions stated below in this Agreement. I understand and agree that the policies, procedures, terms and conditions stated below are subject to change for any reason, or no reason, at any time without notice, in the sole and unfettered discretion of Abby’s.

### **Policies, Procedures, Terms and Conditions:**

I, Dog Parent, represent that I am the owner and/or authorized guardian of my dog(s) and I am fully authorized to enter into this Agreement.

Daycare is designed for social dogs to play and have fun. Safety is our primary goal. Therefore, daycare is not for every dog. It is not a place for aggressive dogs to learn how to be social, no food aggressive or toy aggressive dogs will be allowed to be accepted into our daycare program; each client must:

1. Complete the daycare application
2. Complete the dog profile(s) & the Dog Daycare and Services Agreement
3. Attend the Daycare Evaluation and pass

**Daycare Evaluation:** I, Dog Parent, understand that part of the application for my dog(s)’ acceptance for membership is the following: (a) my dog(s) is brought in by me, Dog Parent, for a 2024 Abby’s Dog Care. All rights reserved.

scheduled Daycare Evaluation (b) my dog(s)' Daycare Evaluation will take an undefined amount of time so I understand I will have to set aside a good portion of the appointment day. (Dog Parent is not required to stay during the Daycare Evaluation). Abby's in its sole and unfettered discretion, for any reason or no reason, will make a decision to pass or fail my dog(s) for entry into the daycare program. I, Dog Parent, agree to accept Abby's decision as final and agree not to object, protest or disparage Abby's publicly or on social media. Daycare Evaluations are by appointment only.

I, Dog Parent, understand that Abby's decision to pass my dog(s) for admission to the daycare program is in no way a guarantee of my dog(s) successful performance while visiting and participating in daycare visits or any other Services.

**Other Pet Requirements:** I, Dog Parent, represent that my dog(s) meet(s) all of the following requirements: (a) is eighteen (18) months of age or older, (b) is current on his/her required vaccinations, (c) is on a monthly flea and tick preventative medication, (d) has been in good health for the last 30 days prior to check-in, (e) I have completed the Dog Profile, (f) my dog will enter and exit the Abby's facility on a leash, (g) I will bring my key-tag to scan my dog in and out (h) I will make Best Efforts to try and ensure my dog(s) have "gone the bathroom" before any visit to the Abby's.

**Refusal of Service:** I, Dog Parent, understand that Abby's reserves the right to deny admittance to any dog(s) for any reason, or no reason, at any time without notice in its sole and unfettered discretion now and in the future.

**Duty to Disclose:** I, Dog Parent, 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 dog(s) ability to participate in Services provided by Abby's. I understand that Abby's is relying on and will rely on those representations to provide a safe environment for both humans and dogs.

**Drop-off / Pick-up Hours:** I, Dog Parent, understand that Abby's requires that clients abide by the hours contained herein, which are subject to change, at any time without notice and need not be posted at Abby's facility.

Daycare: Monday through Friday only, excluding Holidays

Drop-off: 7:00 am - 9:00 am

Pick-up: 4:00 pm - 6:00 pm

Training with Overnight Stays: Monday through Friday

Drop-off Monday: 7:00 am - 9:00 am

Pick-up Friday: 4:00 pm - 6:00 pm

6 Week Training

Drop-off: Scheduled in advance with trainer (72 hours minimum notice)

Pick-up: Scheduled in advance with trainer (72 hours minimum notice)

I, Dog Parent, understand that if my dog(s) is enrolled in the daycare membership and my dog(s) is not picked up or dropped off within designated hours, I may incur additional fees and that Abby's

has the absolute right to refuse daycare Services for that day or future visits. I, Dog Parent, agree to pay a fee no less than 25% of the monthly membership charge if my dog is not picked up by end of business for each day after the scheduled pick-up date.

**Reservations:** Reservations are required for all training plans.

**Services:** Abby's provides daycare, daily and overnight stays for training and other ancillary services for dogs. Dog Parent hereby engages Abby's to provide the Services for its dog(s) as set forth in the following manner:

- (a) the dog(s) profile information provided by Dog Parent; and
- (b) the terms and conditions set forth in this Agreement; and
- (c) in any supplemental dog information or reservation forms provided in connection with this Agreement by Abby's; and
- (d) any financial information needed, namely a credit card or debit card kept on file, for payment processing.

**Payment:** Dog Parent agrees to pay all fees for Abby's program and/ or other Services through Abby's pre-paid membership or other payment plans defined in this Agreement. For any other Services Dog Parent agrees to pay at time of scheduling said Service(s). Dog Parent is required to have credit card or debit card information for membership or other payment plans be kept on file with Abby's. Dog Parent understands that monthly membership charges are nonrefundable. Abby's reserves the right, without notice, to adjust its rates and fees for services. Balances not paid within thirty (30) days are subject to re-billing fees of 18% APR (1.5 % per month) or the allowed maximum interest rate by law. Prices are subject to change without notice and seasonal rates may apply.

I, Dog Parent, give express permission to Abby's to charge any of the credit cards or debit cards I provided in accordance with this Agreement for Abby's Services and for any unpaid and late fees as well as any other charges for services or products. I further agree to pay the cost of any credit or debit charges returned or challenged for any reason. Regardless of reason, once a dog's stay has begun, I understand that I am responsible for payment regardless of picking my dog(s) up prior to the scheduled pick-up time.

**Cancellation:** Cancellations due to illness will require a vet's note in order to receive non-cash credits for Services. We require cancellation for training Services be made at least 72 hours before the earlier drop-off time of said Services in order to avoid being charged.

**Compliance:** I, Dog Parent, agree to comply with this Agreement and the rules of Abby's, which may be revised from time to time. In any event of discrepancy, this Agreement shall supersede the contents of the rules.

**Health and Vaccinations:** I, Dog Parent, represent that my dog(s) has not had or been exposed to any contagious illnesses of any kind for at least thirty (30) days prior to drop-off. I am aware and understand that Abby's employees are not veterinarians and do not have backgrounds in animal medicine. Abby's employees cannot diagnose or detect illnesses in the dog(s) that are staying at Abby's. In addition, I acknowledge and am aware that vaccines do not protect against all contagious

illnesses that may affect my dog(s). I hereby agree to indemnify Abby's, its owners, directors, officers, employees, contractors and agents against any claims made against Abby's, its owners, directors, officers, employees, contractors, and agents as a result of my failure to inform Abby's of any pre-existing or developing medical conditions that my dog(s) may have.

IN ADDITION, I, DOG PARENT, AGREE THAT IF MY DOG(S) IS INJURED BY ANOTHER DOG(S), I, DOG PARENT, HEREBY RELEASE ABBY'S, ITS OWNERS, DIRECTORS, OFFICERS, CONTRACTORS, EMPLOYEES, AND AGENTS FROM ALL LIABILITY AND FINANCIAL RESPONSIBILITY FOR SUCH INJURY. I FURTHER UNDERSTAND THAT IF MY DOG(S) BITES A HUMAN OR DOG(S), THAT ABBY'S MAY BE REQUIRED TO CONTACT THE APPROPRIATE AUTHORITIES.

Abby's reserves the right to refuse to accept a dog(s) at drop-off for any reason, including but not limited to, Abby's determination that dog(s) appears to be sick, injured, in pain, or that my dog(s)'s behavior could jeopardize the health or safety of other dogs or Abby's staff or for any other reason or no reason in its sole and unfettered discretion.

I, Dog Parent, warrant and represent that my dog(s) is current on all required vaccinations, including flea treatment and a negative fecal float, and such other vaccinations as required by Abby's and any applicable municipal and state regulation and/or law. Dog Parent shall maintain proof of current vaccinations provided to Abby's through email or uploaded in designated portal prior to any drop-off to the Abby's. Dog Parent understands that, despite such due diligence taken on behalf of Abby's to ensure the health and safety of all dogs in its facility, it is still possible for dogs to become ill, even if vaccinated. I, Dog Parent, understand that this is not due to any circumstance, condition or negligence on the part of Abby's and further agree to hold Abby's harmless in the event my dog(s) become ill during or after his/her stay.

If at any time my dog(s) is found to have fleas or ticks, Abby's, at its discretion and for the health and safety of my dog(s) and all dogs in its care, may isolate my dog(s) prior to sending my dog(s) home or, if my dog(s) is staying overnight, will provide the appropriate flea or tick removal treatment in its sole and unfettered discretion. As such, I, Dog Parent, authorize Abby's to provide such service(s) at my additional expense.

**Emergency Medical Treatment:** I agree to assume all risk associated with the administration of medication by Abby's during my dogs' stay. I, Dog Parent, acknowledge that, in the unlikely event my dog(s) becomes ill or injured, or if my dog(s) has a pre-existing condition which is aggravated by its stay, and, as such, requires professional attention, Abby's will promptly attempt to notify myself or my Emergency Contact using the information provided on the Dog Parent Profile. For the health and safety of my dog(s) and other dogs in its care, Abby's, in its sole and unfettered discretion, may engage the services of a 24-hour emergency veterinary clinic or a veterinarian of its choice and/or administer medicine or give other necessary attention to my dog(s). Moreover, I, Dog Parent, authorize Abby's to provide any such service at my sole additional expense. In cases which Abby's believes to be critical and where time is of the essence to ensure that my dog(s)' health needs are addressed, Abby's may transport my dog(s) to the veterinarian prior to attempting to contact me. Should Dog Parent refuse medical treatment for my dog(s), Abby's, at its sole and unfettered discretion, may engage the services of a veterinarian and/or administer medicine to make my dog(s) as comfortable as possible until picked up by myself or my Emergency Contact. I, Dog Parent,

authorize Abby's to provide any such service at my sole additional expense. I, Dog Parent, by signing this Agreement, grant to Abby's, its owners, directors, officers, employees, contractors and agents a LIMITED POWER OF ATTORNEY and authorizes Abby's to make healthcare decisions on behalf of myself based on the recommendations, if available, of medical professionals should Abby's be unable to reach myself or my Emergency Contact. In the unfortunate event that my dog(s) passes away while at Abby's, Abby's has planned with Middlesex County Veterinary Hospital, 330 Boston Road, North Billerica, Massachusetts, 01862, to receive dogs at their facility until my return. If Dog Parent notifies Abby's in writing of requested alternative arrangements Abby's will make reasonable efforts, at my sole expense, to accommodate such request.

**Natural Disaster or Other Emergency:** In the event of a natural disaster or other emergency, every effort will be made to contact Dog Parent or its Emergency Contact to retrieve my dog(s). I, Dog Parent, agree that Abby's, in its sole and unfettered discretion, is authorized to transport, and/or to make temporary, alternative arrangements to house and care for my dog(s) until myself or my Emergency Contact can retrieve my dog(s). I, Dog Parent, understand and accept that there is a potential presence in nature of harmful occurrences which Abby's reasonably has no control over. I, Dog Parent, understand it may not always be possible to safely protect or evacuate my dog(s) and Dog Parent shall hold Abby's harmless for any damages suffered in the event that a harmful event occurs, or evacuation is not reasonably possible or practicable.

**Group Activity:** I, Dog Parent, understand that while my dog(s) is onsite at Abby's, he or she will encounter other dogs. Reasonable efforts will be made to ensure the safety of Abby's members. I, Dog Parent, acknowledge that, in the unlikely event my dog(s) is injured by another dog(s) or causes injury to another dog, I, Dog Parent, shall hold Abby's harmless from any and all liability related to or arising from such injury. I, Dog Parent, understand that Abby's is a cage-free facility utilizing playgroups where multiple dogs interact. Dog Parent understands that dogs play with their mouth and paws, which can result in nicks and scratches on my dog(s). While Abby's provides reasonable care and supervision in the playgroups, I understand and agree that Abby's staff, representatives, employees may not notice these nicks or scratches before my dog(s)' pick-up and, therefore, unintentionally, I might not be notified.

If my dog(s) injures another dog(s), I, Dog Parent, will be solely responsible for such injury to the other dog(s) as well as any injury to Abby's, its owners, directors, officers, employees, contractors and agents, and I, Dog Parent, hereby release and hold Abby's harmless from any liability or responsibility related to or arising from such injury.

**Dog Behavior:** I, Dog Parent, agree that if my dog(s) becomes aggressive, destructive or disruptive, or acts in any manner that places Abby's and its owners, directors, officers, employees, contractors and agents in any danger, Abby's will attempt to notify myself or my Emergency Contact to come immediately to pick-up my dog(s). In the event that I or my Emergency Contact are unavailable, Abby's, in its sole and unfettered discretion, may make other arrangements at alternative facility chosen by Abby's in order to ensure the safety of Abby's, its owners, directors, officers, employees, contractors and agents and other dog(s) under its care. I will be billed and responsible for any fees incurred at both Abby's and the alternative facility.

**Photos and Video Release:** I, Dog Parent, agree to allow Abby's and its owners, officers, representatives, agents, contractors and employees to use my dog's name and any images or likeness

of my dog(s) taken while my dog(s) is I attendance at Abby's, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials.

**Leashes, Toys and Personal Property:** I, Dog Parent, agree not to bring personal items such as toys, treats, etc. into Abby's as they are not allowed. I will drop-off my dog(s) on leash but will take said leash with me out of Abby's. I, Dog Parent, acknowledge and agree that dog's collar, GPS collar, bandanas, etc., may be removed for any reason or no reason. I, Dog Parent, agree not to bring items with my dog(s) that are valuable or irreplaceable. I, Dog Parent, agree that Abby's and its owners, officers, representatives, agents, contractors and employees will not be liable or responsible for any lost, stolen or damaged personal property belonging either to Dog Parent or my dog(s).

**Abandonment:** I, Dog Parent, understand and agree that if my dog(s) is not picked up within three (3) days after the scheduled pick-up, or in the event Dog Parent refuses to pay for Services rendered or fees incurred pursuant to this Agreement, my dog(s) shall be deemed to be willfully abandoned pursuant to M.G.L. c. 272 § 77, et al. I, Dog Parent, understand that abandonment may be a criminal or civil violation of the Massachusetts General Laws. I, Dog Parent, shall remain liable for all fees due and, in addition, agree to pay all costs in the prosecution of these statutes. Dog Parent is to be notified of such action by certified mail return receipt requested as specified in said statute, and no further notice shall be deemed necessary.

Abby's shall have, and is hereby granted, a lien on Dog Parents's dog(s) for any and all unpaid charges. If Dog Parent fails to pay all charges and/or claim said dog(s) within three (3) days of scheduled pick-up, Abby's has the right to sell said dog(s) or otherwise dispose if it/them, at its sole and unfettered discretion. I, Dog Parent, shall continue to be liable for all costs, including without limitation the court costs and reasonable attorneys' fees incurred in the collection of such charges.

**Indemnification and Hold Harmless:** I, Dog Parent, represent that I am the sole legal owner of my dog(s) in this Agreement and that no lien or mortgage against my dog(s) exists. Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association. The arbitrator shall, as part of his award, determine an award to the prevailing party of the cost of such arbitration, reasonable attorney's fees of the prevailing party.

I, Dog Parent, do hereby agree to indemnify, defend and hold harmless Abby's, its owners, officers, representatives, agents, contractors and employees from any and all claims, damages, losses, fees or expenses arising from, or related to a breach by myself or my Emergency Contact of this Agreement, including but not limited to a breach by myself or my Emergency Contact of any of its representations and warranties as set forth herein. I, Dog Parent, understand and explicitly agree to be solely responsible for any and all acts of behavior of my dog(s) occurring during the term and time of this Agreement and specifically waives and agrees to release Abby's from any liability with respect to my dog(s) of any kind, character, or nature whatsoever, arising out of or from Services for my dog(s), or any and all damages which may accrue from any other cause whatsoever including loss by fire, theft, running away, death, injury to persons, animals or property, or death or injury to any other animal caused by my dog(s) during the term of this Agreement, whether my dog(s) shall be on the premises of the Abby's or not.

**Limitation on Liability:** I, Dog Parent, agree that any controversy or claim arising out of, or relating to this Agreement, or breach thereof, or as the result of any claim or controversy including the alleged negligence by any party to this Agreement, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. I, Dog Parent, 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. The arbitrator(s) shall apply Massachusetts law to the merits of any dispute or claim, without reference to conflicts of law rules. I, Dog Parent, hereby consent to the personal jurisdiction of the state and federal courts located in Massachusetts and agree that such courts shall have the sole and exclusive jurisdiction for any action or proceeding arising from or relating to this Agreement or relating to any arbitration in which the parties are participants. I, Dog Parent, have read and understand this clause which discusses arbitration. I, Dog Parent understand that by signing this agreement that I will submit any claims arising out of, or 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 Abby's and Dog Parent's right to a jury trial and relates to the resolution of all disputes relating to all aspects of the relationship between the Abby's and Dog Parent. It is expressly agreed by Dog Parent and Abby's that Abby's liability shall in no event exceed the lesser of the current chattel value of a dog of the same breed or the sum of \$200.00 per dog. I, Dog Parent, further explicitly agree not to claim any damages against said Abby's of any nature whatsoever, either by way of contract, equity, negligence or otherwise, in excess of said sum.

ABBY'S, ITS OWNERS, OFFICERS, REPRESENTATIVES, AGENTS, CONTRACTORS, EMPLOYEES AND SUCCESSORS AND ASSIGNS SHALL NOT HAVE ANY LIABILITY TO DOG PARENT(S) FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE. ABBY'S, ITS OWNERS', OFFICERS', REPRESENTATIVES', AGENTS', CONTRACTORS', EMPLOYEES' AND SUCCESSORS' AND ASSIGNS' AGGREGATE LIABILITY FOR ANY DIRECT DAMAGES THAT ARISE RELATIVE TO ANY MATTERS PERTAINING TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY DOG PARENT(S) TO ABBY'S FOR THE SERVICE(S) WHICH GAVE RISE TO ANY CAUSE OR ACTION.

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 ABBY'S, ITS OWNERS, OFFICERS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS, 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.

**Affirmation and Entire Agreement:** I, Dog Parent, acknowledge and agree that each time I bring my dog(s) to Abby's, I, Dog Parent, am re-affirming the terms of this Agreement, including updated claims, and the truthfulness and accuracy of all the statements I have made in this Agreement. This

Agreement contains the entire agreement between Dog Parent and Abby's. All terms and conditions of this Agreement shall be binding on the heirs, administrators, personal representatives and assignees of Dog Parent and Abby's.

Acknowledgement / Dog Parent Signature

\_\_\_\_\_ I acknowledge and agree that I have read this Agreement in its entirety.

\_\_\_\_\_ I acknowledge and agree that I have had the opportunity to discuss it with Abby's to its satisfaction.

\_\_\_\_\_ I acknowledge and agree to be bound by its terms.

\_\_\_\_\_

Dog Parent

\_\_\_\_\_

Dog Parent (Print Name)

\_\_\_\_\_

Date

\_\_\_\_\_

Abby Dog Care Representative

\_\_\_\_\_

Date