

**DEFINITIONS:**

For the purposes of this signed form, the following definitions apply:

1. **Rules:** Rules shall be defined as the terms and conditions provided in the RUFF DOG DAY CARE + HOTEL RULES;
2. **Agreement:** Agreement shall be defined as the terms and conditions provided in the attached RUFF DOG DAY CARE + HOTEL SERVICES AGREEMENT and the Rules. The terms and conditions of the attached RUFF DOG DAY CARE + HOTEL SERVICES AGREEMENT are hereby incorporated by this reference into the Rules. All of the defined terms in the attached RUFF DOG DAY CARE + HOTEL SERVICES AGREEMENT are incorporated herein. The Agreement is the entire agreement between Ruff and Owner, and supersedes any and all prior agreements and/or understandings, oral or written, between them. The Agreement may not be modified, altered and/or otherwise changed except by a subsequent writing signed by both Ruff and Owner.
3. **Normal Business Hours:** Except for State of California and Federally recognized holidays, "Normal Business Hours" are 7:00 a.m. to 7:00 p.m. Monday through Friday, and 8:00 a.m. to 5:00 p.m. Saturdays and Sundays. Closed daily from 12:00 p.m. to 2:00 p.m. Hours are subject to change with out notice.

**SERVICES:**

1. **Temperament Interview:** For the safety of all other animals and employees, ALL dogs will require a temperament interview, before taking part in social activities at Ruff. The temperament interview can be scheduled with a ruff employee. If your dog doesn't pass the temperament interview they are required to be apart of our personal services program. See paragraph 4.
2. **Daycare Services:** Each canine in the care of Ruff will be placed in a playgroup defined as a prescribed period of socialization and exercise with other canines, based upon size, temperament and behavior (as determined by Ruff in its absolute sole discretion). Canines may participate in daycare from 7 a.m. to 7 p.m. Monday thru Friday and 8:00 a.m. to 5 p.m. Saturday and Sunday. Un-neutered male canines over seven (7) months of age shall not stay or otherwise be permitted to (and Ruff will not accept the same) be at the Facilities (including without limitation participate in Playgroups), unless it is enrolled in the "Personal Services Program" defined and outline in Paragraph 4 below. An un-spayed female canine may participate in the Playgroups if it is not currently in heat. Should the female canine enter heat during its stay at the Facilities, it shall be asked to leave the facility immediately. Any and all other canines that cannot participate in Playgroups for any reason, including but not limited to those canines delineated in this Paragraph, must be enrolled in the Personal Services Program, outlined below in paragraph 4. The fees for the Personal Services Program shall apply in addition to and above the Standard Room Rates, as all such terms and charges are provided for in the Rate Schedule.
3. **Hotel/Overnight Services:** In addition to our Daycare Services, outlined in paragraph 2, we offer Hotel/Overnight Services. There are 4 room choices available detailed in the Rate Schedule on our website. All dogs that are Hotel/Overnight guest will be included in Daycare services, unless apart of "PSP". There are additional fees for this service, see Rate Schedule. Guest will be fed twice daily unless otherwise specified by owners. Oral medication can be administered for no additional fees. Rates are determined by a twenty-four hour period. If you go over that twenty-four hour period you will be charge a daycare fee.
4. **Personal Services Program:** The Personal Services Program ("PSP") for any Pet shall be defined as an individual and isolated period of personal attention for exercise or medical needs, either as determined in the absolute sole discretion of Ruff, or by the written request of Owner, because of either medical or behavioral issues. The reasons for placing the Pet in the PSP include but are not limited to: (a) female canines entering heat, (b) un-neutered males, (c) excessive canine barking, (d) aggressive, anti-social or uncontrollable behavior, or (e) Pet's extraordinary/unusual medical requirements (which is defined as medical needs above and beyond those already and reasonably provided by Ruff, its employees and/or agents). There will be additional fees between for the PSP in addition to and above the Standard Room Rates, as provided for in the attached Rate Schedule.

5. **Behavior:** All Pets staying at the Facilities shall possess and otherwise display a friendly, submissive temperament that will allow Ruff, its employees and or agents, to provide any and all care and/or services necessary (as determined in the absolute sole discretion of Ruff). Pets may not threaten, be threatening and/or endanger Ruff's employees, agents and/or other guests/animals with physical harm or a reasonable fear thereof. Owners who wish to board Pets at the Facilities that cannot function appropriately in Playgroups may only stay at the appropriate portion of the Facility if the Owner allows Pet to be placed in the PSP.
6. **Emergency Contact Information: Pet Injury/Death:** In the event of any injury to, or the death of, Pet Owner hereby instructs Ruff to contact the following person(s) ("**Emergency Contact Information**"):

Name(s): \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

In the event of any injury to, or the death of, Pet Ruff shall use all reasonable means to immediately contact the person listed in the Emergency Contact Information supplied by Owner to Ruff.

7. **Delivery:** Ruff may provide, as determined in its absolute sole discretion, pick-up and delivery services of Pet. Transportation charges as set forth in the attached Rate Schedule shall apply for the fifteen (15) miles surrounding the Facilities. An additional fee as established in the attached Rate Schedule shall apply to each additional mile. All applicable toll fees and charges shall also apply. Any similar services provided outside the scope of the Delivery Hours (as defined above) shall be by appointment only and shall result in an additional 50% fee above normal transportation charge in accordance with the attached Rate Schedule.

#### HEALTH OF PET:

1. Owner must provide Ruff with proof of vaccinations reasonably acceptable to Ruff before Pet will be allowed by Ruff to be admitted for any check-in at the Facilities. A Pet less than six months old must show evidence of vaccinations received at least one month before Pet is scheduled for check-in. If Ruff does not receive vaccination information as described in this paragraph, any and all reservations will be automatically and immediately cancelled. Moreover, any failure of Owner to provide the required vaccinations when a Reservation has been made shall be considered a "no show" under the Cancellation Policy resulting in the applicable Cancellation Charges be charged to Owner, as provided for in the Rate Schedule.
2. A canine Pet must show proof of vaccinations for the following: Bordatella (every 6 months), Rabies and DHLPP. For feline Pets see Special Feline Requirements below.
3. In addition to the above requirements, Ruff will not admit Pets that:
  - a. Have had a contagious, communicable disease and/or illness of any type during the thirty (30) days before Pet is scheduled for check-in;
  - b. Have been exposed to a contagious, communicable disease and/or illness of any type during the thirty (30) days before Pet is scheduled for check-in;

- c. Require advanced medical treatment beyond providing simple oral and/or topical treatments, including but not limited to shots, bandages, suture removal and/or drains; and
  - d. Possess a terminal illness.
4. Ruff DOES require automatic and conventional treatment for fleas and/or ticks. Should any employee and/or agent locate fleas and/or ticks on Pet, then the appropriate treatment shall be administered at Owner's expense.

**SPECIAL FELINE REQUIREMENTS:**

1. Felines require additional vaccinations for FELV, FVRCP and Rabies.
2. Felines must be four (4) months or older, and only one feline is allowed per room.

**RESERVATIONS, TIME OF OPERATIONS AND CANCELLATION POLICY:**

1. It is recommended that Owner obtain and otherwise make reservations to ensure availability of rooms. Credit card and/or other acceptable advanced payment are required to make a reservation. Rooms are not guaranteed if no reservations are obtained.
2. In addition to the Normal Business Hours, specially agreed to in writing, and as determined in the absolute sole discretion, check-in and check-out times outside the Normal Business may be available upon request of Owner.
3. Any picked up or drop off of Pet must be separately scheduled by Owner with Ruff.
4. **CANCELLATION POLICY:** Any cancellation of a Reservation must occur by way of notice (i.e., telephone call, in person or otherwise) to Ruff at least three (3) days prior to the beginning of a schedule service, booking and/or daytime/overnight stay of Pet. Moreover, a Pet(s) that does not arrive before facility closes; (on scheduled arrival date) you will be considered a "no show" and, thus, a violation of this Cancellation Policy. Any failure by Owner to provide the said notice and/or otherwise shall result in the applicable "**Cancellation Charge(s)**" provided for in the attached Rate Schedule."
5. Pet(s) may be scheduled for grooming services as follows: Monday through Friday 8:00 a.m. to 4:00 p.m. and (if made available by Ruff) Saturday and Sunday 9:00 a.m. through 2:00 a.m.. Hours subject to change without notice.
6. Hours for pick-up and delivery of Pet(s) are Monday through Friday 7:00 a.m. to 7:00 p.m. and (if made available by Ruff) Saturday and Sunday 8:00 a.m. through 5:00 a.m. ("**Delivery Hours**").
7. Reservations made for five (5) days or more may require a fifty percent (50%) deposit of all anticipated fees at the time of check in of Pet at the Facilities.

**ASSUMPTION OF RISK:**

OWNER, WHO HEREBY ACKNOWLEDGES HIS/HER POSITION AS OWNER, GUARDIAN OR CARETAKER OF, AND RESPONSIBLE PARTY FOR, THE PET IDENTIFIED IN THE ACCOMPANYING RUFF DOG DAY CARE + HOTEL BOARDING AND SERVICES AGREEMENT, agrees, acknowledges and otherwise understands that Ruff's agents and employees are not licensed veterinarians and have no required background in animal medicine, illness or disease, and are not expected by Owner or Ruff to diagnose, or otherwise discover, illness or disease that may afflict Pet while located in the Facilities. FURTHERMORE, Owner acknowledges and otherwise understands that vaccines are not absolute protection for all

contagious and harmful diseases that may afflict those particular animals of Pet's species and/or breed. OWNER ACKNOWLEDGES, AGREES AND OTHERWISE UNDERSTANDS THAT HE/SHE ASSUMES ANY AND ALL RISK OF:

- A. DAMAGES, INJURY OR OTHER HARM CAUSED BY PET TO OTHER ANIMALS RESIDING AT RUFF'S FACILITIES, TO ALL PROPERTY OF RUFF, AND TO ALL AGENTS, EMPLOYEES AND OTHER STAFF OF RUFF; AND
- B. DISEASE, INJURY OR OTHER HARM TO PET THAT CAN OCCUR WHILE PET IS UNDER THE CARE OF RUFF.

Moreover, Owner acknowledges, agrees and otherwise understands that Owner assumes any and all risk of injury, disease and all other common harms to Pet that might and can arise by permitting Pet to stay and/or picked up at, and/or delivered/transported to, the Facilities and/or from any and all services provided by Ruff's members, employees, contractors, consultants and/or agents, including without limitation any interaction with other animals or Pets as outlined in paragraph 15 of the RUFF DOG DAY CARE + HOTEL BOARDING AND SERVICES AGREEMENT, whether delineated in these Rules or not. Furthermore, as provided for in the RUFF DOG DAY CARE + HOTEL BOARDING AND SERVICES AGREEMENT Owner acknowledges, agrees and otherwise understands that he/she shall defend, save, indemnify and hold Ruff, its employees, contractors, invitees, guests, consultants and/or agents (collectively, the "Ruff Parties") harmless (with legal counsel selected by Ruff as determined in its absolute sole discretion) from and against any and all claims, liabilities, judgments, damages, liens, administrative charges, costs, expenses (including reasonable attorney's fees) suffered or threaten to be suffered by the Ruff Parties with respect to, arising out of directly or indirectly and/or in the event of: (a) any and all types of injury (personal or real property) and damage that may occur to the Ruff Parties, any Pet staying at the Facilities and Pet and/or (b) Pet's transportation to and/or from the Facilities by Ruff's employees, contractors, consultants and/or agents, except in the case of Ruff's willful acts and/or omissions or sole gross negligence. Owner acknowledges, agrees and otherwise understands that Ruff's liability shall not exceed either the lesser of the current chattel value of a similar animal to Pet or the sum of \$100.00 per animal checked into Ruff's facilities by Owner.

OWNER'S SIGNATURE:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Owner's Printed Name

\_\_\_\_\_  
Employee/Agent Represent Ruff's Printed Name

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Employee/Agent Representing Ruff's Signature