

AS THE FUR FLIES

Day spa for pampered dogs and cats in Austin, Texas.

Grooming Services Agreement

Date of first visit: _____ Owner: _____

Pet names and breeds: _____

Pet health or behavioral concerns: _____

Address: _____ Best Tel. # to reach you: _____

Email: _____ Can we email you with updates and specials? ___ YES ___ NO

How did you hear about us? _____

We accept credit/debit cards, cash, and checks

This Agreement is effective as of the Date of first visit ("Effective Date") between As The Fur Flies, LLC ("Groomer"), and the "Owner" listed above, and describes all of the terms and conditions applicable to grooming and related services ("Services") which Groomer may provide for any of Owner's pet(s) (each referred to individually herein as "Pet"). Owner agrees that the terms and conditions herein apply equally to any and all pet(s) for which Services are provided, regardless of whether they are listed on this Agreement. Owner hereby entrusts its Pet(s) to Groomer for the purpose of providing Services, and Groomer agrees to provide the Services to Owner on the following terms and conditions:

- 1. 48-Hour Quality Guarantee; Limited Warranty.** Groomer agrees to provide the Services in a professional manner, working in good faith to interpret any grooming instructions provided, and to reasonably remedy issues brought to Groomer's attention within 48-hours of Services being provided without additional fees. After 48-hours, any additional Services requested, whether or not related to prior Services, will be charged at standard prices. Other than the warranty provided above, all Services are provided "AS-IS," and all other warranties, express or implied, are hereby disclaimed.
- 2. Payment Due Upon Provision of Services; Cancellations Policy.** Owner agrees to pay current rates for Services on the date Pet(s) are checked into Groomer and to pay for any Services that were requested before Owner may retrieve Pet(s). Payment is due upon provision of Services, with the exception of last minute cancellations or as otherwise agreed upon in advance by Groomer. Last minute cancellations keep us from providing services to other pets and their owners. Owner agrees that for Services scheduled by appointment, cancellations not made by the end of the business day prior to the day of the appointment will incur a \$25.00 cancellation charge, and Owner hereby consents to any such charge on the credit card and/or PayPal or other payment account(s) on-file with Groomer. Emergencies happen, and while last minute cancellations are a part of life, we expect them to be uncommon; if appointments are consistently missed or canceled last minute, we reserve the right to require a full deposit for future appointments. Groomer shall have, and is hereby granted, a lien on the Pet(s) for the full amount of any unpaid charges for Services. Owner further agrees that the Pet shall not leave the Groomer's premises until all charges due are paid or payment arrangements have been agreed by Groomer and Owner.
- 3. Vaccine Policy.** Owner must provide proof of vaccinations with a valid expiration date prior to Services being provided, and agrees to update Groomer's vaccination records so they remain current. Required immunizations for dogs and cats is Rabies. This policy is for the protection of pets in our care, in compliance with the law, and allows Groomer to know how best to handle a situation involving a bite to Groomer's personnel.
- 4. Fleas and Ticks.** Owner agrees that if any fleas or ticks are discovered on the Pet(s) during check-in or at any time during the Pet's Services, Groomer may administer a flea bath to the Pet(s) at Owner's expense, and Groomer may

administer a spot flea and/or tick treatment to any Pet(s) at its premises. Owner understands that flea baths and other flea and tick treatments provided by Groomer only temporarily resolve such issues, and Owner should consult its veterinarian for advice concerning more permanent solutions.

5. **Behavior and Health Issues; Right to Refuse Service.** Groomer will work with all breeds and ages of dogs and cats, so long as the Owner agrees to notify Groomer of any behavioral and/or health issues when scheduling appointment(s) to ensure appropriate precautions can be taken by Groomer. We work by appointment, and our experienced staff can accommodate a variety of issues, but only if we know about them. We will make reasonable efforts to pair the best employee with each Pet for the appointment time that will set them up for success, but Groomer reserves the right to deny Services to Owner, and to any Pet(s), or to remove any Pet(s) for any reason, and at any time, including to anyone who repeatedly brings in neglected pets or is verbally or physically abusive to anyone on the premises. Owner attests to the accuracy of all information provided, whether in writing or orally, about the Pet. To Owner's knowledge, the Pet(s) have not been exposed to contagious diseases within 30-days prior to obtaining Services, and Owner represents that each time Pet is brought to Groomer for Services, Owner is thereby recertifying the Pet is in good health and has not contracted, nor been exposed to, communicable illnesses of any kind for 30-days prior. *We do not accept female pets while in heat.*
6. **Leash/Carrier Policy.** Owner agrees to have Pet(s) on a lease or in a secure carrier when entering or exiting the salon. Loaner leashes are available for use, and slip leads are right inside the door. This policy represents an important precaution for the safety and comfort of customers and their own pets, as well as the clients of neighboring businesses. Owner agrees to be completely responsible for the actions of Pet(s) at all times until Groomer personnel have taken control, which only occurs when the Groomer personnel have returned the Pet's leash and/or carrier to the Owner.
7. **Photography and Video Consent.** Owner consents to photography/video of Pet by Groomer for use in promotional material. Premises is monitored by video and audio recording 24 hours per day.
8. **Release of Liability & Hold Harmless; Indemnification; Limit of Liability.** Owner agrees to be solely responsible for all acts or behavior of the Pet(s) while in the care of Groomer, including, but not limited to, costs for injuries to Groomer personnel or other animals, or damage to facilities caused by the Pet. Groomer agrees to exercise reasonable care for Pet(s) during provision of Services, and Groomer agrees to pay for reasonable veterinary expenses for injuries caused by Groomer that were not contributed to by any aggressive or other unusual behavior of Pet(s), or related to any preexisting injuries, advanced age, neurosis, illness, previous injuries, skin or coat conditions, other health problems, grooming issues (such as matted fur), or other preexisting conditions related to the Pet(s). Notwithstanding the foregoing, Owner acknowledges that any neglect of a Pet's coat can result in anticipated problems that may arise after grooming, such as clipper rash, or brush irritation, and such will not be considered injuries for which Groomer is responsible. OTHER THAN AS EXPRESSLY PROVIDED IN THE FOREGOING, AND SO LONG AS NOT THE RESULT OF WILLFUL MISCONDUCT BY GROOMER, OWNER RELEASES AND HOLDS GROOMER HARMLESS FROM ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION CLAIMS FOR INDIRECT, CONSEQUENTIAL OR EMOTIONAL DAMAGES, ARISING FROM OR IN CONNECTION WITH THE SERVICES, AND INDEMNIFIES GROOMER FROM CLAIMS OF ANY THIRD PARTIES, INCLUDING COSTS AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES, FOR INJURIES (INCLUDING DEATH) OR DAMAGES TO PERSON(S), PET(S), OR PROPERTY ARISING FROM THE OWNER'S PET(S). THIS INDEMNIFICATION SHALL SURVIVE THIS AGREEMENT. Without limitation, it is further expressly agreed by Owner that Groomer's liability in connection with the Services shall in no event exceed the lesser of the current chattel value of a Pet of the same breed or the sum of \$500.00 per Pet.
9. **Abandonment of Pet(s).** In the event the Pet is left in the care of Groomer past business hours, Owner consents to Groomer's choice for kenneling the Pet(s) and will reimburse Groomer for any out-of-pocket costs related thereto, plus a \$25.00 convenience charge. In the event a Pet is left in the care of the Groomer (or Groomer's choice of kennel) for five (5) or more days past the date of Services being provided without any contact from Owner or a representative of Owner ("Abandonment"), and Groomer has been unable to contact the Owner using the contact information provided, then Owner agrees that Groomer may contact the appropriate authorities and/or make any reasonable and necessary arrangements to remove the Pet from Groomer's premises. In the event of an Abandonment, the Owner hereby waives all rights to the Pet(s), whether statutory, at law, or at equity. Such an Abandonment does not relieve Owner from its payment obligations.
10. **Emergencies.** When circumstances reasonably allow, Groomer will attempt to contact Owner prior to administration of care. Regardless, Owner authorizes Groomer to obtain medical attention for Pet(s) from any qualified veterinarian and

to transport Pet(s) to and from a veterinarian when Groomer deems medical attention is necessary, and grants to Groomer and/or its agents with full decision making authority and power of attorney for the medical treatment of Pet(s). Owner agrees to pay for all costs associated with such medical treatment, as well as injuries and costs associated with transportation and/or treatment, and acknowledges that Groomer's advance of such costs does not expressly or impliedly admit to liability related to such costs.

11. **Miscellaneous.** This Agreement contains the entire agreement between the parties. All terms and conditions of this Agreement shall be binding on the heirs, administrators, personal representatives and assignees of the Owner and Groomer. If any term of this Agreement, in whole or in part, shall be judicially determined to be invalid or unenforceable, such determination shall have no effect on the validity or enforceability of those terms which are otherwise valid and enforceable and this Agreement shall otherwise remain in full force and effect.
12. **Agreement to Mediate and Arbitrate Disputes.** Any controversies or disputes arising out of or relating to this Agreement shall first be mediated by the parties, at their equal expense, and only if such mediation is unable to provide a mutually agreeable resolution, then it shall be resolved by binding arbitration in accordance with the Texas General Arbitration Act.

Accepted and Agreed by:

Owner Signature: _____

Printed Name: _____