

WAG'N WORLD PET OWNER AGREEMENT

I, _____, enter into this Pet Owner Agreement (“**Agreement**”) with Wag’n World, LLC, a Texas limited liability company (“**Wag’n World**”), as of _____ (“**Effective Date**”).

Wag’n World is a dog daycare, boarding, grooming, and training facility. As such, I wish to enroll my dog(s) in Wag’n World’s daycare, boarding, grooming services (“**Services**”). I understand that Wag’n World requires me to enter into this Agreement before Wag’n World will provide Services to my dog(s).

Accordingly, I agree as follows:

(Initials) 1. **Ownership.** I have the authority to enter into this Agreement because I am the owner, or am otherwise authorized by the owner, of the dog(s).

(Initials) 2. **Pet’s Health.** I certify that, in the 60 days prior to the Effective Date above, each of the dogs enrolled are:
(a) in good health,
(b) have not been ill with any communicable diseases, and
(c) have not been ill with any parasites.
(d) have been a part of the family and have fully adjusted to their new home.

I further certify that the shot records provided to Wag’n World upon enrollment are accurate and it is my responsibility, as the owner, to always keep their immunization records current and on file with Wag’n World while requesting their services.

(Initials) 3. **Pet’s Behavior.** I certify that, in the 60 days prior to the Effective Date above, each of the dogs enrolled have not:
(a) harmed any person or animal, or
(b) shown aggression or threatening behavior toward any person or animal.

Group Play Privileges:

(Initials) **GROUP PLAY IS A PRIVILEGE AT WAG’N WORLD.** I acknowledge and understand that my dog is subject to losing these privileges at the full discretion of Wag’n Worlds’ staff and their policies.

Expulsion Procedure:

In the event my dog is disrupting the integrity of the play group and/or is putting themselves, other dogs, or staff at risk of injury- I authorize Wag’n World staff to utilize their Policies and Procedures which include, but are not limited to;

- (a) Time outs (5-10 min) up to three times.
- (b) If behavior continues, removal from group for the remainder of the day.
- (c) If (b) occurs, a call home to parents to notify them of the behavior and removal from group.
- (d) After (b) and (c) occur three times, the dog will be expelled and asked not to return to Wag’n World.



(Initials) 4. **Acknowledgment of Risks.** I understand that Wag'n World's services are provided in a supervised open play environment and, as a result, **I ACKNOWLEDGE THAT MY DOG(S) MAY BE SUBJECT TO THE FOLLOWING RISKS:**

- (a) TRANSFER OF COMMUNICABLE ILLNESSES OR DISEASES, INCLUDING, BUT NOT LIMITED TO, BORDETELLA VIRUS, ALSO KNOWN AS KENNEL COUGH, OR PARASITES.
- (b) INJURIES, INCLUDING, BUT NOT LIMITED TO, ABRASIONS, CUTS, BROKEN NAILS, SORENESS, INJURIES TO PADS, AND RAZOR BURNS THAT RESULT FROM MATTED PATES DURING THE GROOMING PROCESS.

(Initials) 5. **Liability for Health or Behavioral Issues.** I understand, acknowledge, and agree that Wag'n World and its staff are not liable for any health or behavior problems developed by my dog(s) while in Wag'n World's care.

(Initials) 6. **Liability for Injury or Damage.** I understand that Wag'n World evaluates all dogs engaged in group play and uses reasonable care to avoid injuries. Nonetheless, if an injury occurs during Wag'n World's services, **I AGREE TO HOLD WAG'N WORLD HARMLESS FOR ANY INJURIES TO MY DOG(S) RESULTING FROM, BUT NOT LIMITED TO, ANY OF THE FOLLOWING: DOG FIGHTS, GROUP ALTERCATIONS, FIRE, THEFT, RUNNING AWAY, OR DEATH; I FURTHER AGREE TO HOLD WAG'N WORLD HARMLESS FOR ANY SUCH INJURIES, WHETHER OR NOT ON WAG'N WORLD'S PREMISES, UNLESS SUCH INJURIES ARE THE RESULT OF WAG'N WORLD'S WILLFUL MISCONDUCT.**

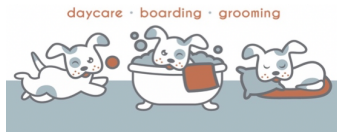
(Initials) I understand, acknowledge, and agree that I am solely and fully liable for any damage or injury my dog(s) cause to any person, property, or animal while in Wag'n World's care. Accordingly, **I AGREE TO INDEMNIFY AND HOLD WAG'N WORLD HARMLESS FOR ANY DAMAGE OR INJURY TO ANY PERSON, PROPERTY, OR ANIMAL, WHETHER OR NOT ON WAG'N WORLD'S PREMISES, UNLESS SUCH INJURIES OR DAMAGES ARE THE RESULT OF WAG'N WORLD'S GROSS NEGLIGENCE.**

7. **Emergency Contact.** I understand that Wag'n World will make reasonable attempts to contact me by phone if an emergency medical event or a condition affecting my dog(s) occurs.

(Initials) 8. **Consent to Medical Treatment.** I hereby give Wag'n World, and its staff, full authorization:

- (a) to care for my dog(s) as such staff sees best or deems appropriate in the case of a non-emergency or minor injury while in Wag'n World's care; and
- (b) to take my dog(s) to Wag'n Worlds' designated veterinarian or animal hospital if sickness or a medical emergency occurs while in Wag'n World's care.

I hereby give Wag'n World full authorization to take my dog(s) to Wag'n Worlds' own veterinary service, emergency, or on-call providers: Sunset Animal Hospital, located at 2959 Southwest Freeway, Houston, TX 77098, phone number (713) 526-5881. Central Houston Animal Hospital, located at 1638 Westheimer Rd, Houston, TX 77006, phone number



(713) 526-1306. Montrose Veterinary Clinic, located at 1701 Montrose Blvd, Houston, TX 77006, phone number (713) 524-3814.

I further consent to the administration, by the veterinary service provider treating my dog(s), of necessary and proper medical attention, including the conducting of such tests, medications, and medical equipment as the provider may reasonably deem necessary.

I understand that Wag'n World will direct the veterinary service provider to contact me regarding the further approval of additional medical procedures.

I also authorize Wag'n World to release any medical or other relevant records of my dog(s) to the veterinary service provider treating my dog(s).

9. **Emergency Transport Costs.** If Wag'n World takes my dog(s) to a veterinary service provider for treatment in accordance with Section 8, I agree to pay Wag'n World a \$20.00 transport fee per each dog transported to such veterinary service provider.

(Initials) 10. **Liability for Costs and Expenses of Emergency Care.** I understand, acknowledge, and agree that I am solely and fully liable to any emergency veterinary service provider for services rendered to my dog(s) while in Wag'n World's care.

If Wag'n World is required to make a payment to a veterinary service provider for such services rendered, or for expenses related to such services, I hereby agree to reimburse and hold harmless Wag'n World from any and all such amounts, including the costs of defending any action to collect such amount, which includes reasonable attorneys' fees.

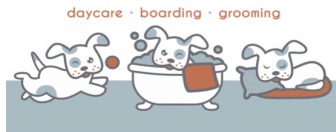
(Initials) 11. **Immediate Pick-up.** If, upon drop-off, if my dog(s) show(s) signs of possible contagious symptoms, including, but not limited to, loose stool, runny nose, or cough, Wag'n World may require that I arrange for and immediately pick-up my dog(s).

If I am unable to arrange for or pick-up my dog(s) within **60 minutes / 1 hour** from the time notification, Wag'n World may take my dog(s) to a veterinary service provider in accordance with Section 7 and at my sole costs in accordance with Section 8.

(Initials) 12. **Hours of Operation.** I understand that Wag'n World's hours of operation are as follows:
(a) Monday through Friday, from 6:30 am to 7:00 pm.
(b) Saturday, from 9:00 am to 5:00 pm.
(c) Sunday, from 2:00 pm to 6:00 pm.

I understand these hours are subject to change at Wag'n World's discretion and Wag'n World will notify me of any change to operation hours via the email address provided. If there is any conflict as a result of a change, I will contact Wag'n World to discuss the conflict(s).

(Initials) 13. **Late Fees.** If I do not pick-up my dog(s) within the above hours of operation, I understand that Wag'n World will charge, and I will pay, the following fees:
(a) A late fee charged at a rate of \$1.00 per minute, for the first 15 minutes following the closing hour.
(b) A late fee (per dog) will be charged for the current cost of boarding, including any additional costs for house meal charges, if I



- (i) fail to communicate with Wag'n World regarding pick-up within one hour prior to closing, and
- (ii) do not pick-up my dog(s) within 15 minutes following the closing hour.

If Wag'n World boards my dog(s) under Section 13(b), I understand that I must wait to pick-up my dog(s) the following day during the Wag'n World's hours of operation.

Wag'n World's Cancellation Daycare/Boarding Policy

Wag'n World's cancellation policy is simple.

24-hour notice should be given by phone or email to Wag'n World to cancel your pup's reservation.

Change of Plans - Same day cancel/call outs will result in a charge to your account if reservation is missed. Wag'n World has now reached full capacity in all play groups. If you do not show up for your reservation you are taking a spot away from someone that is wanting to get in from the waitlist.

- **Daycare** - (no call-no show/same day cancellation) = (current daycare pricing) will be charged to your account.
- **Boarding Non-Holidays** - (no call-no show/same day cancellation) = 1/2 amount of your pups boarding stay will be charged to your account.

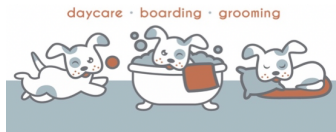
*If you have purchased Daycare and Boarding packages, the appropriate number of days/nights will be deducted. (1 daycare credit / 1/2 of the entire boarding stay credits)

- **Boarding Holidays** - (a 50% deposit will be collected when making a reservation. 7 days' notice for reservation cancellations for holidays is required to receive a full refund Cancellations after the 7-day period prior to the holiday and "no call-no shows" will forfeit their 50% deposit.)

Wag'n World Facility Holidays include:

1. *New Year*
2. *Spring Break*
3. *Memorial Weekend*
4. *Fourth of July*
5. *Labor Day*
6. *Thanksgiving*
7. *Christmas*

*If you do not have a credit card on file, a debit will be added to your account and payment will need to be resolved before your dog is allowed back in the facility to play or stay.



Wag'n World's Grooming Cancellation Policy

Wag'n Worlds' cancellation policy is simple.

24-hour notice should be given by phone or email to Wag'n World to cancel your pup's reservation.

Due to the high demand of dog grooming, cancelling a reservation on the same day will result in a 3-strike notice system.

After 3 Notices - a non-refundable 50% deposit will be required when making your future grooming appointments.

***No Call/No Show - Grooming - First Notice**

This notice is informing you, that you had a scheduled appointment that was missed with Wag'n World.

***No Call/No Show - Grooming - Second Notice**

This notice is informing you, that you had two scheduled appointments that were missed with Wag'n World.

***No Call/No Show - Grooming - Third & Final Notice**

This notice is informing you, that you had three scheduled appointments that were missed with Wag'n World and will require a non-refundable 50% deposit for every groom paid at the time of scheduling.

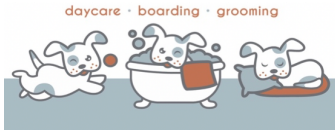
14. **Daycare and Boarding Packages.** **PACKAGES ARE NON-REFUNDABLE** under any circumstances. This should be taken into consideration before purchasing. Packages never expire but can be transferred to other clients or future clients of Wag'n World.

15. **Publicity Waiver and Release.** I hereby permit, authorize, and grant Wag'n World the rights to display or otherwise use, and permit others to use, my dog's/dogs' name, image, likeness, appearance, and other personal characteristics for any purpose related to the advertising, public relations, publicity, or other promotion of Wag'n World and its products and services, without further consent from or royalty, payment, or other compensation to me.

16. **General.**

(a) **Governing Law and Venue.** Without regard to their conflict of law principles, the laws of the State of Texas govern all matters arising under or related to this Agreement, including torts. I and Wag'n World hereby consent to exclusive jurisdiction in the state or federal courts of Houston, Harris County, Texas, in resolving disputes.

(b) **Notices.** I and Wag'n World will send any notices in writing:



to Wag'n World, addressed as follows:

Wag'n World, LLC
Attention: Nathan Rao
Phone: (713) 496-3596
Email:staffimontrose.wagnworld@gmail.com
Website: www.wagnworld.com

to me, addressed as follows:

Name: _____
Address: _____

City, State Zip: _____, _____
Phone: _____
Email: _____

to Wag'n World's attorneys, Murrah & Killough, PLLC, for official legal notices, addressed as follows:

Murrah & Killough, PLLC
Address: 3000 Wesleyan St., Suite 305
City, State Zip: Houston, TX 77027
Attention: Koby Wilbanks
Phone: (281) 501-1601
Facsimile: (713) 588-9778

- (c) **Attorneys' Fees.** If I or Wag'n World breach this Agreement and a subsequent legal action in a court of law or forum of arbitration is commenced, the substantially prevailing party in any such dispute may seek reimbursement of reasonable attorneys' fees and court costs, including, without limitation, the costs of expert witnesses, costs of transcript preparation, appeals, and other reasonable and necessary direct costs of such dispute.

ACCORDINGLY, I have executed this Agreement as of the Effective Date:

PrintName:
