AUTHORIZATION, ACKNOWLEDGMENTS AND WAIVER

CREDIT CARD CHARGES

I authorize Biscuits & Bath Companies, LLC and its affiliated entities and agents (hereinafter individually and collectively referred to as "B&B"), to maintain my credit card number on file and charge purchases made and/or services rendered against the card at the prices in effect at the time of the transaction. I authorize B&B to "Pre-Charge" my credit card at B&B's option at either the time of my making a reservation or at commencement of my dog's usage of services. This Pre-Charge will be in the approximate amount of the cost of services to be rendered. In the event that my dog does not use the services for which I have been Pre-Charged, B&B will credit my card for the full amount, less any applicable cancellation fee. "Final Charges" are those charged against my credit card at the conclusion of my dog's stay and/or when services are rendered. Final Charges will be in an amount sufficient to pay my bill in full, and all charges, other than Pre-Charges, are final when made. In the event of a Pre-Charge, B&B may decline to provide services if my credit card is declined for any reason. In the event a Final Charge is declined, B&B may assess a declination charge not to exceed the greater of \$10 or the maximum otherwise permissible for late charge assessments in addition to any charges assessed by the paying institution against B&B with respect to a dishonored transaction. Alternatively, if any of the foregoing charges to my card are declined, B&B is authorized to charge my spouse's or other designated agent's card if it is on file. The fact that it is on file constitutes consent by the card holder to do so. In the event that my <u>(or my spouse's or agent's)</u> credit card cannot process payment due to a limitation placed on individual transactions, B&B may divide the total charge into incremental portions in order to process the charge.

MEMBERSHIP & PACKAGES

I am aware that all B&B membership fees and package fees are non-refundable. Unless I notify B&B prior to the expiration date of my membership, I understand that the membership may be automatically renewed (at the then current membership price plus applicable sales tax) for an additional similar membership period. This is called the Continuity Plan. However, even if my membership has been automatically renewed under the Continuity Plan, I may still terminate my renewal by requesting termination, for a period of 30 days after I receive my first charge card invoice which reflects the renewal charge unless, prior to my request for termination, my dog has utilized any B&B membership based service.

DOG BEHAVIOR AND HEALTH

I understand that B&B reserves the right to refuse any services or use of its facilities or to rescind membership for dogs who, in its sole determination, are unhealthy, act aggressively, are undisciplined, evidence inappropriate behavior or who may otherwise be a danger to themselves or other animals or users. To use the facilities (for purposes other than training) my dog must be spayed or neutered if it is older than 8 months of age. Distemper, Parvo, Rabies and Bordatella vaccinations must remain current at all times. If requested to do so, I will provide B&B with an up-to-date health certificate verifying compliance with these requirements. B&B reserves the right to limit usage or services if I do not provide required verification, and in such event I am not entitled to any refund or credit. I acknowledge that I undertake responsibility for, and will not hold B&B liable for, any illness or ailment which my dog may incur while in the presence of other dogs at the facility, in B&B's care for any reason, or otherwise.

INJURIES

I acknowledge that dogs are encouraged to socialize and exercise at B&B and that injury to my dog can reasonably be foreseen to result from playing and roughhousing while in the care of B&B or while in a training class or play group conducted by B&B. I agree to assume the risks and hazards that might be expected to arise from such use and the presence of and my dog's interaction with other animals. I also agree that B&B shall not be responsible, monetarily or otherwise, for injuries to my dog which may arise in the course of play or of training or which may be caused by the presence or actions of other dogs. I shall hold B&B and its employees harmless from, make no claim against and indemnify B&B and its employees against any costs, damages, claims or expenses (including vet fees) that may result from an injury or illness to my dog, or to another dog, if caused by my dog. I understand that my agreeing to the foregoing and, specifically, my agreement not to hold B&B responsible for the payment of veterinarian bills is of the essence of this agreement and that B&B would not agree to care for and/or train my dog without this inducement to do so.

VETERINARY CARE

If, in my absence, my dog should be injured, become ill, or is otherwise deemed by B&B to require veterinary attention, B&B is authorized in its discretion to consult with and utilize either the services of my veterinarian or B&B's staff veterinarian for treatment and guidance. If neither veterinarian is available, B&B is authorized to utilize the services of any other reputable veterinarian. I understand that I am responsible for any charges with respect to any veterinary care, either performed by B&B or any other veterinarian, and I authorize B&B to process my credit card on file for any medical charges incurred. I also authorize B&B to have full access to my dog's veterinarian records and past medical history.

PROMOTIONAL USE

My dog's picture may be used in marketing and promotional material prepared by and used for promoting the services of B&B.

By signing below, I acknowledge that I have read and accept the terms and conditions stated above.

SIGNATURE

SIGNATURE

DATE

Print Name:

POLICIES AND RULES

I have received a copy of the B&B Customer Handbook, or viewed a copy on the B&B website, which discusses its policies and rules, and I agree to abide by them for so long as I am a customer. I specifically acknowledge that:

- 1. B&B is open for supervised care 24 hours per day, although dogs may only be picked up or dropped off during certain hours as specified by B&B, which are subject to change from time to time.
- 2. There will be a surcharge for dogs leaving or arriving at B&B after 7pm regardless of Membership or Package in use.
- 3. B&B charges surcharges for certain holidays as determined by B&B in its sole discretion; B&B reserves the right to change these holidays from time to time.
- 4. Other than for leashes, harnesses, or collars, B&B is not responsible for the loss of or damage to any personal property which is left at the facility (e.g., beds, bowls).
- 5. Leashes must be tagged with a membership card which B&B will supply. Lost cards will be replaced for a charge. B&B is not responsible for leashes that are chewed by a dog or do not have a membership card.
- 6. Dogs must have secure collars or harnesses to wear during their day at B&B. For safety purposes, all dogs must also have an ID tag attached to their collars or harnesses. If my dog does not have an ID tag, B&B will provide one for a charge. B&B will not be responsible for any collars without ID tags.
- 7. B&B cannot guarantee care for my dog unless I have made a reservation in advance.
- 8. In some cases, my dog will be taken out for relief walks. During these walks the dog will wear such choke collars and leashes as B&B deems appropriate for maximum safety.
- 9. B&B will feed my dog with food that I leave at the facility and properly label. If I wish B&B to provide food, I understand that B&B will purchase food out of its store for an additional charge at the then retail price. If B&B does not sell my dog's food, and agrees to buy food at a local pet store, I understand that an additional charge will be added to my bill.
- 10. B&B will administer only topical or oral medications properly labeled with instructions.
- 11. Sick dogs are not permitted into B&B facilities. If you knowingly bring in a sick dog you will be subject to a signifiaent surcharge.
- 12. If my dog is groomed and delivered home using transportation services, B&B will add a 10% gratuity, plus tax, to my bill for the groomer or bather.
- 13. Dogs being transported by B&B must be available within their agreed upon window of time. B&B will not wait longer than 5 minutes for a dog and I will be charged by B&B if my dog is not ready, I am not home, or access to the home was not provided to B&B.
- 14. B&B has cancellation fees for various services that are cancelled with less than 24 hours notice (48 hour notice for private lessons). The current amount of cancellation fees are posted on the B&B website.
- 15. All fees for memberships, packages, adoption fees and training classes must be paid in advance and are non-refundable irrespective of the reason.

INITIAL _____

Dog(s) Name _____

ADDITIONAL TRAINING DISCLAIMER

I understand that successful training programs depend on a combination of learned skills on the part of both the pet and owner. Behavior is not static; an animal will not continue to perform even trained behaviors without ongoing practice. Especially in cases involving any type of aggression, although behavior may be modified, the dog is never considered "cured." A pet's behavior is ultimately the owner's responsibility. B&B will make every effort to help attain goals but makes no guarantees of a pet's performance as a result of providing professional animal training.

INITIAL _____

Dog(s) Name _____