**AGREEMENT**

This Agreement (the “Agreement”) is entered into on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020 by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred to as “Dog Parent”), and TAILS & TRAILS BY CASSIE BREWER (hereinafter referred to as “T&T”).

1. **SERVICES:** T&T provides dog boarding, dog obedience training, group classes and day services [collectively “Services”]. Dog Parent hereby engages T&T to provide the services for his or her dog(s) and agrees to the terms and conditions set forth in this Agreement and in any supplemental dog information or reservation forms provided in connection with this Agreement by T&T. Dog Parent may also be an active participant in the Services, which may also include a friend, family member, child, and shall all be collectively referred to as “Participant” or “Dog Parent” interchangeably. All Participants must be 16 years of age or older or be accompanied by an adult guardian.

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| Dog Parent Name:  Address:  Home Phone#:  Cell Phone#:  Work #:  E-Mail:  Participants (if other than Dog Parent):  Age of Participant: | Emergency Contact (other than Dog Parent):  Phone:  E-Mail:  Relationship:  Authorized person for Pick Up: |
| Dog Name:  Breed: Color:  Age: Gender:  Spayed/Neutered:  Veterinarian Name:  Vet Contact Info:  Vaccination Records Provided: [ ]  No Illnesses in last 30 days: [ ]  Medical Conditions:  Allergies:  Medications: | **SERVICE**  [ ] Boarding Dates \_\_\_\_\_ to \_\_\_\_\_  [ ] Day Camp  [ ] Basic Obedience Training  [ ] Advanced Obedience Training  [ ] 6 Week in home Private Lesson  [ ] 1 Hour in home Private Lesson  [ ] 1 Hour Private Lesson at the facility  **DEPOSIT**  $ \_\_\_\_\_\_\_\_\_\_\_ due by \_\_\_\_\_\_\_\_\_\_\_\_\_  **TOTAL FEE**  $ \_\_\_\_\_\_\_\_\_\_\_ due by \_\_\_\_\_\_\_\_\_\_\_\_\_ |
| *For Boarding Only*  Food Provided:  Feeding Schedule:  Special Feeding Instructions:  Medication Schedule: | *Obedience Training* |
|  | *What I am looking to achieve through obedience training?*  *I would like my dog to learn?* |

1. **PAYMENT TERMS**:
   1. **Deposit** - Twenty-five (25%) percent of the full fee is required for reserve the requested service. This deposit is due and payable at the signing of this Agreement. No date shall be confirmed until the Agreement and deposit have been received by T&T.
   2. **Full Fee** – full payment for services shall be due prior to service.
   3. **Cancellation** - Cancellations made 15 days before service date will receive a full refund. Cancellations made less than 15 days before service date will forfeit the deposit. Cancellations made less than 2 days before service date will forfeit entire service payment.
2. **VACCINATIONS AND HEALTH:** 
   1. **Vaccines:** There are no exceptions for dogs who are not vaccinated. All dogs must have all the following required vaccinations: Rabies, Distemper, Bordetella, Lepto, Lyme and Influenza. Dog Parent shall provide proof of all vaccines as well as proof of Flea and Tick prevention, and testing for heart worm reporting negative and heartworm prevention is being administered.
   2. **Spayed or Neutered:** All dogs must be spayed or neutered in order to participate in Services. Any exceptions shall be made on a case by case basis by T&T.
   3. **Health:** Dog Parent represents to T&T that; to Dog Parent's knowledge, their dog has not been exposed to any contagious diseases within thirty-day period prior to Service.
      1. T&T reserves the right to refuse to accept a dog at check-in for any reason, including without limitations, if it appears the dog is sick, injured, in pain, or that its behavior could jeopardize the health or safety of other dogs or our staff.
      2. Dog Parent acknowledges that it is possible for their dog to become ill or contract fleas and ticks, even if preventative measures and vaccinations are taken. Dog Parent understands that this is not due to any circumstance or condition at T&T and agrees to not hold T&T liable in the event your dog becomes ill during or after Services, and if at any time your dog is found to have fleas or ticks, T&T may provide the appropriate flea or tick removal treatment and flea and tick home care treatment that Dog Parent authorizes at an additional expense.
   4. **Grooming:** All dogs must be groomed prior to Service. T&T does not provide grooming services. Dogs may get dirty during Service that may include outdoor play, T&T will keep them as clean as possible, but will not bathe.
   5. **Emergency Medical Treatment**: Dog Parent acknowledges that, in the unlikely event your dog becomes ill or injured, or if your dog has a pre-existing condition which is aggravated by the Services, and requires professional attention, T&T will attempt to notify you or your emergency contact at the phone numbers you provided. T&T, at its sole discretion, may engage the services of a 24-hour emergency veterinary clinic or a veterinarian of our choice and or administer medicine or give other necessary attention to your dog; and you authorize us to provide any such service at your additional expense. In cases T&T believes to be critical, it may engage the services of a veterinarian prior to attempting to contact you. If, upon contacting, Dog Parent refuses medical treatment for your dog, T&T, at its sole discretion, may engage the services of a veterinarian and/or administer treatment to make your dog as comfortable as possible until picked up by you or your emergency contact, and you authorize us to provide any such service at your additional expense. If we cannot reach you or your emergency contact, we will make healthcare decisions for your dog based on the recommendations of a medical professionals. In the unfortunate event that your dog passes away at T&T, we are contracted with Dutchess County Animal Hospital to keep your dog at their facility until you return.
3. **LIABILITY FOR DOGS/PARTICIPANTS**
   1. **Behavior and Decorum**: Dog Parent acknowledges that if Participant or Dog becomes aggressive, destructive or disruptive, or acts in any manner that puts T&T and its employees or representatives or other participants or dogs in any danger, and fails to follow warnings or instructions of T&T, its owners, agents or employees, T&T may do the following:
      1. In the event it is a Participant, T&T reserves the right to request Participant to remove themselves from Services, and no refund will be given.
      2. In the event it is your dog, T&T will attempt to notify you or your Emergency Contact to make other arrangements for your dog. In the event that you or your emergency contact are unavailable, T&T, at its sole discretion, may make other arrangements at an alternative location or boarding facility chosen by T&T. Dog Parent will be responsible for any fees incurred by both T&T and the alternating dog boarding facility.
      3. Dog Parent and/or Participant understands and agrees that all or most Services require 100 Percent cooperation with T&T, and without same, T&T will not be able to produce adequate outcomes of training or other services.
   2. **Indemnification –** Dog Parent acknowledges that Services may require that dog(s) and/or participants be or come into contact with other dogs. In the unlikely event that a participant or dog are injured by another participant or dog, that Dog Parent shall be solely liable and responsible for all costs, expenses, damages, liabilities, claims or suits incurred or resulting from their dog and Services pursuant to this Agreement and, to the fullest extent permitted by law, the Dog Parent agrees to indemnify, defend and hold T&T and/or its respective owners, employees and agents free and harmless from and against any and all claims, liabilities, litigation, damages or causes of action of any kind or nature brought by any person or party arising out of the acts, omissions of the Dog Parent or their dog and/or by default the Dog Parent in this Agreement.
   3. **Waiver of Claims**: The Dog Parent agrees that T&T and its respective owners, employees and agents shall not be liable or responsible for, and the Dog Parent hereby releases them from any and all claims for damages or loss sustained by the Dog Parent, their dog, or any of their participants, resulting from fire, accidents, acts of God, occurrence, causes beyond its control or situation on the T&T premises/facility, property or buildings.
4. **FOOD AND PROPERTY**
   1. **Food / Treats:** Dog Parent agrees to provide T&T with food and treats for their Dog per the requirements of the specific Services. All dogs will have their own water bowl and toys as provided. T&T and its respective owners, employees and agents shall not be liable or responsible for the food/treats that are provided to the dog during or in coordination with Services.
   2. **Personal Property**: Dog Parent agrees that T&T and its respective owners, employees and agents will not be liable or responsible for any lost, stolen or damaged personal property belonging either to the Dog Parent or the dog. Dog Parent also understands and agrees that the dog's collar may be removed if necessary, in play areas to prevent injury to the dog.
   3. **Abandonment**: Dog Parent understands and agrees that if his or her dog is not picked up within 15 calendar days after the scheduled pickup date, or Dog Parent refuses to pay agreed upon charges, the dog may be deemed to be abandoned.
5. **MISCELLANEOUS PROVISIONS**
   1. **Guarantees:** T&T cannot guarantee any outcomes regarding any training/counseling programs.
   2. **Photos and Video Release**: Dog Parent agrees to allow T&T and its respective owners, employees and agents, to use his or her dog's name and any images or likeness of his or her dog taken while the dog is at T&T, in any form or format/ for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials.
   3. **Governing Law; Forum:** The laws of the state of New York shall govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts locate in Ulster County, New York.
   4. **Force Majeure:** If the performance by either Party of any obligation under this Agreement is delayed or prevented in whole or in part by any cause not reasonably within its control (including, without limitations, acts of God, terrorists attacks, war, civil disturbances, accidents, damage to its facilities, labor disputes, acts of any government body, or failure or delay by third parties), it will be relieved of performance of such obligations to the extent such performance is so limited or prevented without liability of any kind. Nothing contained in this Agreement will be construed as requiring either Party to accede to any demands of labor or labor unions, suppliers or other entities, which it considers unreasonable.
   5. **Entire Agreement:** This Agreement (including all exhibits, if any) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statements of its terms.

DOG PARENT ACKNOWLEDGES AND AGREES TO THE ABOVE:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_