

# **URBAN WOOF UES**

	APPLICATION	JN FUKM		
	Pet's Owner I	nformation		
Primary Owner's Name:			Date:	
Email:				
Home Phone:	Mobi	le Phone		
Address:	•			
City:	State:		Zip:	
P	eople Authorized to			
Name		Mobile Pho	Mobile Phone:	
Name		Mobile Pho	Mobile Phone:	
	Pet Infor			
Name		Birth Date:		
Breed:			Gender:	
Weight:		Color:		
Spayed / Neutered: YES	110			
Allergies or Medical Conditions?	f so, please describ	e. YES /	NO	
	T7			
II '. INI	Veterinarian I	nformation		
Hospital Name:				
Doctor's Name:				
Phone Number:				
Email:				
Address:	DAYMENIN INT	IODM ATTION		
Type of Card: VISA	PAYMENT INF		Discourse	
Type of Card: VISA  Name (as it appears on Credit Car	Master card	AMEX	Discover	
Card Number:	<u>u):</u>			
SECURITY CODE:		Ermination	Data	
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Billing Address:	<b>.</b>	7: 0	- d-	
City: Sta	te:	Zip Co	oue:	
Payment Authorization: By signing below,				

- 1. (1) I acknowledge that the information I provided on this application is true and correct.
- (2) I hereby authorize urban Woof UES LLC. to charge any balance for any services on my account prior to the services being provided or to any "Past Due" balance. I acknowledge that all payments are due prior to the services being provided.
- (3) I also acknowledge with my signature that this is a valid authorization for Urban Woof UES LLC. to charge the above listed credit card or any other card submitted to Urban Woof UES LLC. for services or products that are provided or sold according to the policies of Urban Woof UES LLC.

Signature:	Date:

#### URBAN WOOF UES CLIENT AGREEMENT AND RELEASE FROM LIABILITY

## **Introduction and General Terms:**

This agreement is between Urban Woof Upper East Side LLC, doing business as Urban Woof UES (hereinafter "Urban Woof UES"), and the Owner/Guardian who signs below (hereinafter "Owner/Guardian"). This agreement outlines the Terms and Conditions for services provided by Urban Woof UES, including but not limited to daycare, boarding, grooming, and dog walking.

#### **Services Provided:**

Urban Woof UES provides services such as daycare, boarding, grooming, dog walking, and one-on-one play sessions. By signing this agreement, the Owner/Guardian acknowledges and accepts the inherent risks associated with these services, including exposure to parasites, viruses, potential injuries, fatigue, or health complications.

#### Health Policy, Vaccination, and Behavior Requirements:

I certify that the pet in my care (hereinafter referred to as "my dog") is in good health and has not contracted any communicable diseases within the 30 days preceding check-in at Urban Woof UES. My dog is up to date on all required vaccinations, including DHPP (Distemper and Parvo), Rabies, and Bordetella. Although vaccinations for Canine Influenza and Canine Papilloma Virus (CPV) are recommended, they are not mandatory.

I agree to submit veterinary records prior to my dog's first visit and ensure they are updated annually. Proof of vaccination must be on file, and it is my responsibility to keep vaccinations current. New York State law requires Bordetella vaccinations to be updated annually. Urban Woof UES reserves the right to deny entry to any dog that is not fully vaccinated. I further certify that my dog remains in good health and complies with vaccination standards at the time of each visit to Urban Woof UES.

All dogs staying at Urban Woof UES must be at least 4 months old. Dogs over 8 months must be spayed or neutered to socialize with other dogs at Urban Woof UES.

Urban Woof UES reserves the right to decline admission to any dog with a terminal illness or that requires medical treatment beyond oral and topical medications. Dogs that cannot walk, urinate, or eliminate without assistance, or those exposed to contagious diseases within 30 days prior to check-in, will not be accepted. Veterinary documentation confirming a clean bill of health may be required after treatment or medication. Dogs exhibiting conditions such as incontinence, severe immobility, epilepsy, or diabetes are not eligible for admission.

To protect the well-being of all animals in its care, Urban Woof UES reserves the right to deny services if my dog does not meet these health or vaccination requirements.

I agree to administer flea, tick, and heartworm preventative treatments to my dog prior to attending Urban Woof UES. Additionally, I will ensure that my dog's nails are regularly trimmed or filed to ensure the safety of other animals and the staff. Should my dog's nails be deemed too long, I understand that Urban Woof UES reserves the right to trim or file them as necessary, with the associated service fee applied according to the current price schedule. If my female dog is in heat, Urban Woof UES reserves the right to crate her during her stay to maintain a calm and safe environment for all guests.

I affirm that my dog has no history of aggressive behavior toward humans or other animals. Should my dog display aggression or pose a threat to other animals or staff while at Urban Woof UES, I acknowledge that the facility reserves the right to crate my dog or take any other necessary precautions to ensure the safety of all individuals and animals involved.

While Urban Woof UES maintains a clean and disinfected environment, I understand that the facility cannot be held responsible for any illnesses or health conditions that may arise while my dog is in their care. This includes, but is not limited to, illnesses such as Canine Cough, Giardia, and Canine Papilloma Virus (CPV). I agree that Urban Woof UES shall not be held liable for any medical expenses incurred as a result of such conditions.

I agree to promptly inform Urban Woof UES of any changes in my dog's health or behavior status following the initial agreement.

# Risks and Release of Liability:

As the Owner/Guardian, I understand that participation in activities at Urban Woof UES, such as daycare, grooming, boarding, and dog walking, involves certain risks. These risks include exposure to parasites, viruses, injuries (such as sprains, bites, or broken bones), fatigue, dehydration, and while extremely rare, certain risks could lead to severe outcomes, including death. Urban Woof UES takes all necessary precautions to ensure your pet's safety.

I acknowledge and accept full responsibility for any injury or damage caused by my dog to other animals, persons, or property while at Urban Woof UES. Urban Woof UES is not responsible for certain health conditions that dogs might contract, including Canine Cough, Giardia, Canine Papilloma Virus (CPV), or Canine Influenza. However, I understand that the benefits of socialization outweigh these risks.

I agree to release and hold harmless Urban Woof UES, including its staff and agents, from any claims or liabilities for injuries, illnesses, or other harm that may occur to my dog, except in cases of gross negligence or intentional misconduct.

Furthermore, I understand that I may be exposed to risks such as property damage or physical injury when bringing my dog to or from Urban Woof UES. I voluntarily release and agree to hold harmless Urban Woof UES from any claims related to these risks.

By signing this agreement, I accept all financial responsibilities for any necessary medical care, including initial veterinary costs and any additional follow-up care.

#### **Injuries and Veterinary Care:**

I understand and agree that Urban Woof UES is not liable for any health conditions, including Canine Cough, Giardia, CPV, Canine Influenza, or similar illnesses that my dog may contract while attending their facility. Urban Woof UES maintains a clean environment and requires vaccinations but is not responsible for illness-related medical expenses.

I acknowledge that Urban Woof UES is not liable for personal injuries, property damage, or losses due to theft, fire, natural disasters, or other causes, except in cases of willful misconduct or gross negligence by Urban Woof UES.

I agree to indemnify and hold harmless Urban Woof UES and its employees from any claims or expenses arising from my dog's injury or illness unless caused by Urban Woof UES's gross negligence. If medical treatment is necessary, I am responsible for all associated costs. In cases of dog fights where no aggressor is identified, I agree to split the medical costs 50/50 with the other dog owner.

I understand that all use of Urban Woof UES facilities is at my own risk. Urban Woof UES is not responsible for any injuries to my dog or myself. If my dog requires medical attention, Urban Woof UES may, at its discretion, seek veterinary care at my expense.

#### **Consent for Medical and Other Care:**

In the event that my dog becomes ill or injured while at Urban Woof UES, I authorize Urban Woof UES to take any necessary actions for my dog's safety, health, and well-being. Urban Woof UES will make reasonable efforts to contact me before seeking veterinary care; however, if I cannot be reached, Urban Woof UES is authorized to obtain emergency or other medical care at my expense.

I acknowledge that I am responsible for all costs associated with my dog's care, including veterinary fees, medication, and any related expenses. I authorize Urban Woof UES to maintain my credit card information on file and charge it for these costs, as well as any late fees or costs related to injuries my dog may cause to other pets.

Additionally, I consent to Urban Woof UES placing a hold on my credit card for the estimated cost of scheduled services.

# **Grooming Senior Pets, and Mat Removal:**

I understand that grooming can be stressful, especially for senior or ill pets, which may aggravate existing conditions or expose hidden ones. Pets with overgrown or matted coats are at greater risk of skin disorders, such as infections or hot spots, and require special care. Urban Woof UES will prioritize the cleanliness and comfort of such pets, avoiding additional stress. In cases where mat removal is necessary, the process may involve shaving, which can lead to skin nicks, cuts, or irritations, and post-grooming effects like itchiness or redness. Regular grooming is advised to prevent matting and maintain a healthy

coat. If my pet's condition requires immediate veterinary attention, I authorize Urban Woof UES to seek treatment, with all associated costs to be covered by me.

# Feeding, Medications, Allergies, Special Diets:

I agree to inform Urban Woof UES of any allergies, special dietary needs, or medications my dog requires. All medications must be in their original containers with clear dosage instructions, and OTC medications need a veterinarian's dosage recommendation. I am encouraged to bring my dog's food to avoid dietary issues and must provide enough for the entire stay. A \$5 fee may apply for specialty meal preparation, and additional charges will apply if Urban Woof UES needs to purchase food elsewhere.

# **Payment and Authorization:**

I acknowledge that Urban Woof UES accepts payments in cash or via credit cards, and I agree to pay the service rates in effect for my dog's participation in activities at Urban Woof UES. I also agree to pay for any additional services requested. All services must be paid in full before my dog is released to me unless I have made prior payment arrangements with Urban Woof UES.

I authorize Urban Woof UES to securely maintain my credit card information on file and to charge my card for services under the following circumstances: when a reservation is made, when a package is purchased, when my dog is checked in for services, upon the conclusion of services, or, if services are performed over an extended period, at the agreed-upon time(s). I also authorize Urban Woof UES to charge my card for any late fees or additional fees related to my dog's care, including grooming fees, additional walk fees, transportation fees, emergency medical fees, and any costs related to injuries caused by my dog to other pets while in their care.

Urban Woof UES may place a temporary hold on my credit card for the estimated total cost of scheduled services. I acknowledge that Urban Woof UES reserves the right to decline services if my credit card is declined for any charges, pre-billed reservations, or other fees, or if there is any unpaid balance resulting from services provided. Additionally, I authorize Urban Woof UES to debit my credit card for all monthly package fees and any applicable taxes. If payment is declined, a \$20 fee will be applied to my account.

I understand that if my dog remains in the care of Urban Woof UES for 30 days or more without payment or arrangements for payment, my dog will be considered abandoned, and ownership of my dog, along with all associated rights, will be transferred to Urban Woof UES. Despite this transfer, I remain responsible for all charges incurred prior to the transfer of ownership.

Finally, I acknowledge and agree that Urban Woof UES is required to collect sales tax on services in accordance with state and local laws, and that I am responsible for this sales tax, which will be added to the cost of the services provided. I also authorize Urban Woof UES to charge my account for any applicable credit card processing fees incurred in connection with payment for services. These fees, along with the sales tax, will be included in the total amount billed to me.

#### **Cancellation Policy:**

General Services & Packages: Cancellations for pre-paid services, packages, and appointments must be made at least 24 hours prior to the service date. Late cancellations will incur a 50% charge. Pre-paid services and packages are non-refundable, non-transferable, and must be used within the designated period specified at the time of purchase.

Boarding Services: Non-Holiday: Cancellations must be made at least one week prior to the scheduled arrival to avoid a 50% charge. Cancellations made less than 48 hours before arrival will incur a 100% charge. Holiday: A 10-day advance notice and a non-refundable deposit for the first night are required. Cancellations outside this timeframe will incur a 50% charge. No-shows will be charged the full amount. Monthly & Annual Packages: All fees for monthly packages are non-refundable, non-transferable, and require a 30-day written cancellation notice. Unused sessions within the monthly packages cannot be refunded or carried over. Annual memberships are non-refundable and non-transferable.

#### **Rights to Refuse Services:**

Urban Woof UES reserves the right to refuse services to any pet that does not meet health or behavior standards, poses a danger to others, or for any other reason deemed necessary by Urban Woof UES.

# **Dog Walking & Pet Sitting Services Agreement:**

I understand that Urban Woof UES's employees who provide dog walking and pet sitting services outside the Day Care facility have an agreement with Urban Woof UES. I agree not to solicit these services directly from them, during or after their employment, without written consent from Urban Woof UES. Any communication or requests regarding my pet must be made directly through Urban Woof UES. Violations may result in immediate termination of my membership.

Client acknowledges that, with approval, Urban Woof UES's dog walkers may walk the dog during daycare or 24-hour care for relief purposes and access the client's home during scheduled services. Written permission is required for access in doorman buildings; non-doorman residents must provide a set of keys for entry.

## **Consent for Use of Photographs and Videos:**

I grant Urban Woof UES permission to use photographs and videos of my dog for marketing and promotional purposes.

#### **Service Rate & Promotions:**

I acknowledge that Urban Woof UES, at its sole discretion, may adjust service rates annually based on market conditions and inflation. Urban Woof UES commits to providing clients with clear and timely communication regarding any upcoming rate changes, ensuring at least 15 days' notice before the changes take effect.

I understand that Urban Woof UES reserves the right to cancel any promotion, with each promotion having a specified validity period.

Urban Woof UES will honor existing memberships, packages, and service rates from the previous provider until they expire. New rates for these clients will start six months after September 1, 2024, to allow a smooth transition.

#### **Urban Woof Hours of Operation:**

I understand that Urban Woof UES Dog Spa operates from 7 AM to 7 PM, Monday to Friday, and 9 AM to 5 PM on Saturdays. The facility is closed on Sundays. Hours are subject to change without notice.

Dogs not picked up by closing time will incur a \$20 charge. If a pet is not picked up by the specified closing time, it will remain overnight, and the owner will be billed for the 24-hour Care service.

24-hour Care services are charged by the night, and any dog picked up after 12 PM on the checkout day will be charged a daycare fee. Facility hours may be modified at any time.

## **Ownership & Abandonment:**

I confirm that I am the sole owner of my dog(s) and that there are no liens or claims against them. If I do not pick up my dog within the agreed time, Urban Woof UES may consider the dog abandoned and take appropriate actions, including seeking reimbursement for associated costs.

# Terms, Conditions, and Miscellaneous Provisions:

I acknowledge that Urban Woof UES reserves the right, at its sole discretion, to modify or cancel any terms and conditions of this agreement, with a 15-day notice provided to clients for any changes. The updated terms will take precedence over any prior agreements. This Contract constitutes the entire agreement between the parties, superseding all prior agreements, and may only be amended in writing signed by both parties. The Contract is binding upon the parties' successors, executors, administrators, heirs, representatives, and assigns and is governed by New York State law. A waiver of any breach will not constitute a waiver of subsequent breaches, and if any provision is found invalid or unenforceable, the remaining provisions remain in full force. Disputes arising from this Contract will be resolved through binding arbitration in New York City per the American Arbitration Association's rules, with the arbitrator's decision being final. Each party bears its own costs unless the agreement or law provides otherwise, with the prevailing party entitled to recover attorneys' fees and costs. These terms remain valid as long as the Dog participates in any activities at or with Urban Woof UES.

# **Assumption of Risk:**

I understand and acknowledge that Urban Woof UES employees are not veterinarians and therefore cannot diagnose, detect, or treat all possible illnesses or injuries that my dog may present or develop during its stay. I accept that vaccines don't prevent all diseases and take full responsibility for any illness

or harm my dog might face while at Urban Woof UES. I also take full responsibility for any damage my dog causes to other dogs, staff, or property, and I know that Urban Woof UES isn't liable for this.

# **Acknowledgment and Signature:**

By signing below, I confirm that I have read and understood this Agreement and Release from Liability in its entirety and agree to be bound by its terms and conditions. I acknowledge that this Agreement applies each time Urban Woof UES provides services for my pet and is binding on my spouse, heirs, administrators, personal representatives, and assignees. I have also read and fully understand "Urban Woof UES's Rules" and agree to abide by them.

Owner/Guardian Name (Printed): _	
Signature:	_ Date:

#### **Urban Woof UES Safety Policies**

- All dogs older than 8 months must be spayed or neutered. Puppies under 8 months are exempt from this requirement.
- Dogs must be at least 4 months old to receive dog daycare and boarding services.
- All dogs must provide written proof of current vaccinations, including proof of expiration dates. The required vaccinations are Rabies (certificate), Distemper/Parvo, and Bordetella.
- Prior to receiving any dog daycare or boarding services, Urban Woof UES requires that all dogs attend an Introduction Day. The purpose of the Introduction Day is to assess your dog's temperament, ensuring they can adapt to a cage-free environment and do not pose a risk to other dogs or themselves. This also allows us to determine how we can best serve your dog and which group of dogs they belong to.
- Clients must inform Urban Woof UES of any aggressive behavior their dog has exhibited in the past towards other pets or humans.
- Urban Woof UES provides clean beds and blankets for our pets. Personal items are not allowed during daycare or 24-hour care, and Urban Woof UES is not responsible for any personal items.
- All dog owners must provide their pet's own food and medications.