



Date _____

CUSTOMER INFORMATION:

Pet Owner's Name(s) _____

Address (including apartment/suite number):

Preferred Phone Number: _____ Alternate Phone Number: _____

Email Address: _____

EMERGENCY CONTACT (OTHER THAN CUSTOMER):

Name(s) _____

Address (including apartment/suitenumber): _____

Preferred Phone Number: _____ Email Address: _____

PET INFORMATION (Fill out separate form for each animal):

Name: _____ Date of Birth/Age: _____ Approximate Weight: _____

Species: ___ Dog ___ Cat Breed: _____ Colors/Markings: _____

Sex: ___ Male ___ Female Spayed/Neutered: ___ Yes ___ No Age of Neuter/Spaying _____

Known Medical Conditions: _____

Allergies: _____

Surgeries/Illnesses: _____

If your pet requires medications, a medication form will need to be filled out and any pills placed into a clearly marked pill sort for each visit.

Special Needs: _____

Veterinary Information:

Clinic Name: _____ Location (City): _____

Veterinarian Name(s): _____ Phone: _____

Last Flea/Tick/Heartworm Preventative: _____ Type and Date of Preventative: _____

_____ WAG Initials

_____ Customer Initials

Animal Personality

Destructive/Chewer: _____ Previously Abused: _____ Territorial: _____
Escape Artist: _____ Rescued: _____ Fence Fighter: _____
Shy: _____ Plays Rough: _____ Digger: _____
Cuddly: _____ Aggressive Eater: _____ Fear of Storms/Firework: _____
Aggressive: _____ Barker: _____ Puppy: _____
Attention Lover: _____ Bites: _____ Senior: _____
Is your pet social? _____

Has your pet ever attacked any person or animal, or does your pet have a bite history? If you, please explain.

Any other concerns or comments? _____

Feeding Instructions:

Type of Food (Dry/Wet): _____ Preferred Brand: _____

How Much: _____ How Often: _____

NOTE: Wag requires guests to supply their pet’s food, individually bagged per meal. This insures your pet arrives with an appropriate amount of food to last the duration of their stay and that your pet receives the correct portions. If your pet run out of food during its stay, Wag will provide house food for a fee of \$4 per day per pet. _____ (Initial)

Other Comments: _____

Group Play:

Has your dog participated in and enjoyed group play with other dogs before? Yes _____ No _____

WAG’s “Group Play” combines “day care dogs” and “boarding dogs” that meet certain requirements (age, health, size, temperament, etc.), and places them into groups based on size and temperament for play periods. As part of Group Play, the dogs are allowed to play like dogs, meaning they are permitted to run, jump, and tussle with each other. In playing, many of the dogs will engage in mouthing around the neck. This is mutual play and is monitored by WAG staff to ensure safety. As a result of Group Play, dogs often become tired, and may return home tired. Following a day or days of Group play, a dog may not be as active at home and may rest for the next day or more. In addition to being tired, dogs engaged in Group Play may also lose weight, just as humans lose weight when they are more active. Dogs should be monitored at home following periods of group play, and should see a veterinarian if excessive weight gain or tiredness continues. If you elect to have your dog participate in Group Play, WAG recommends that you increase the amount of food you give them per meal in order to counteract excessive calorie burn.

WAG reserves the right to remove any dog from Group Play as is deemed necessary for the safety and security of the dogs and staff. Notwithstanding the aforementioned, due to the physical nature of Group Play, dogs are more likely to be injured while engaging in Group Play than if they do not. WAG is not responsible for any injury to any dog that occurs during Group Play. However, should an injury occur, a member of WAG will attempt to contact you, apply first aid as needed, and take your dog to the vet if needed.

WAG’s group dogs have a fantastic time! WAG’s goal is for them to enjoy their days and sleep well at night, with as little stress about being away from home as possible. Staying active is a terrific stress reliever. We do have individual play options available for purchase if you would like your dog to be active without being in group play.

If you would like for your dog(s) to be involved in Group Play, please initial here, acknowledging that you have read the above and accept all involved risks. _____ (Initial)

Comments: _____

BOARDING AGREEMENT AND TERMS AND CONDITIONS

Wag Atlanta Pet Resort (hereinafter “WAG”), hereby agrees to board the pet described above for _____ (hereinafter “Customer”), subject to all terms and conditions included in this Agreement, and the Customer in consideration thereof, agrees that:

1. CONTINUING AGREEMENT: Customer understands and agrees that this Agreement is a continuing agreement, renewing automatically with each visit to WAG for the above referenced animal. The language used herein remains valid and enforceable for all future use of WAG’s services, and Customer agrees that all such future reservations and future use of WAG’s services will be provided by WAG pursuant to the terms of this Agreement. Should any condition listed herein, as pertains to the care of Customer’s animal(s) (i.e. health, feeding, group play, etc.) change, it is the sole responsibility of Customer to provide the new information to WAG and document same. Furthermore, should either party desire to terminate this Agreement for any reason, same shall be accomplished by providing written notice of termination to the other party.

_____ WAG Initials

_____ Customer Initials

2. DAYCARE. Customer agrees that this Agreement is binding on animals boarded with WAG for the Daycare services, as well as for boarding services. All terminology referencing "boarding" is also intended to include Daycare services. Customer agreed that should their animal be staying at WAG for Daycare services, this Agreement automatically renews on each visit, without more. The terms and conditions remain the same for Daycare as well as Boarding services. Should circumstances arise that in any way change or alter any information provided in this Agreement, it is the responsibility of Customer to immediately notify WAG and amend or execute a new Agreement.

3. BOARDING EXTENSION. If circumstances require the animal to be boarded for a longer period of time than the original reservation, Customer agrees to pay for the original intended boarding period on the original scheduled day of checkout and for the entire extended period before the extension can occur.

4. FEES: Customer agrees they have reviewed the fees listed on WAG's website (www.wagatlanta.com), and is aware of the possibility for additional fees, including but not limited to: holiday stay, late check-out, extended stay, emergency care, veterinary expenses, medications, food charges, grooming charges, or any other charges/fees required/incurred during the animal's stay. (Initial)

5. PAYMENT. Payment is required for services at the time of checkout, or at the time of boarding extension. Prepayment is required for extended stays and stays requiring vaccinations. (Initial). As noted above and on WAG's website, animals checked out later than 4:00 p.m. will be charged an extra fee. Any animal picked up after 11:59 p.m. will be charged an extra day's boarding fee.

6. DEFAULT. In the event of failure to pay and/or collect Customer's animal, Customer understands and agrees that interest will accrue on the total fees at the rate of 1.5% per month or 18% per year, whichever is greater, beginning on the date payment was originally due. If the account is collected by or through an attorney at law 15% of the principal and interest owing will be added to the bill as attorney's fees together with all costs of collection. Default means failure to pay as agreed in the contract.

7. ABANDONMENT. Customer agrees that after 48 hours of no contact with Customer following the agreed upon boarding period, WAG will assume the animal has been abandoned and will initiate abandonment procedure, including but not limited to mailing notice to Customer, rehoming Customer's animal, and possibly initiating suit to recover fees owed. Customer understands that contact alone is not sufficient to satisfy this provision if money is owed for the animal's stay. Thus, in addition to the above, Customer agrees that following 48 hours past the original reservation period and/or following 48 hours without contact, without full payment of the animal's due balance and fees, Customer's animal will be considered abandoned as well and subject to the same process detailed above.

Pursuant to O.C.G.A. § 44-14-490, "[e]very operator of a facility for boarding animals or pets which facility is licensed by the Department of Agriculture, other than a licensed veterinarian, shall have a lien on each animal or pet in his or her care for the payment of all charges of such operator; and the operator of such a facility shall have the right to retain the animal or pet until the charges are paid in full."

Pursuant to O.C.G.A. § 44-14-491, "[i]f the charges due for any services enumerated in Code Section 44-14-490 are not paid within ten days after the demand therefor on the owner of the animal or pet or if the animal or pet is not picked up within ten days after the demand therefor on the owner of the animal or pet, which demand shall be made in person or by registered or certified mail or statutory overnight delivery with return receipt requested and addressed to the owner at the address given when the animal or pet was delivered, **the animal or pet shall be deemed to be abandoned and the licensed veterinarian or operator of a facility is authorized to dispose of the animal or pet in such manner as such veterinarian or operator shall determine.**" (emphasis added) "For purposes of this subsection, the term "dispose of" means selling the animal or pet at public or private sale, giving the animal or pet away, or turning the animal or pet over to any humane society or animal shelter or other such facility." "The disposal of an animal or pet as provided in this Code section shall not relieve the owner or owner's agent of any financial obligations incurred for treatment, boarding, or care by a veterinarian or operator of a facility for boarding animals or pets." "Failure of the owner of any such animal or pet to receive the demand by registered or certified mail or statutory overnight delivery provided for in paragraph (1) of subsection (a) of this Code section shall not render the licensed veterinarian or operator of a facility liable to the owner of such animal or pet for the disposal thereof in any manner provided in this Code section."

Customer hereby acknowledges that they are aware of the statutory provisions described herein, and understand WAG's policy on abandonment.

8. AGGRESSIVE DOGS. Customer acknowledges and understands that WAG does not accept aggressive dogs. Customer agrees that should their boarded dog become aggressive, Customer will arrange for immediate pick-up of the animal, without exception. Should more than 12 hours pass without pick-up of the aggressive animal, Customer authorizes WAG to take whatever steps necessary to ensure the safety of the other boarded animals and the WAG staff, including but not limited to turning the animal over to animal control, sedating the animal, or placing the animal in veterinary care. Further, Customer agrees that they are responsible for any animal or person that is injured by the aggressive dog, and for any WAG property damaged by the animal. Customer understands that if their boarded dog bites a WAG team member causing injury, WAG is legally obligated to report the incident to the local animal control.

9. ASSUMED INHERENT RISKS OF BOARDING.

Play

Due to the social nature of boarding with Wag, some inherent risks exist, including but not limited to transfer of communicable diseases such as a Canine Papilloma Virus (Puppy Warts), Bordetella (Canine/Kennel Cough), Rabies, Distemper, Hepatitis, Leptospirosis, Parainfluenza, Parvovirus,

_____ WAG Initials

_____ Customer Initials

Feline Upper Respiratory Infection, Fleas, Ticks, Worms, Rhinotracheitis, Calci Virus, and Pneumonitis. Injuries are rare, but may include broken nail(s), sore feet, puncture wounds, abrasions, cuts, and bites, etc. (Initial).

Vaccinations

Wag provides vaccinations to boarded animals as an additional service (for a fee), including Bordetella, Distemper, and Canine Flu vaccinations, as well as rabies vaccinations through a veterinarian. Customer acknowledges and understands that some animals have reactions to these vaccinations, and accepts these inherent risks. Customer acknowledges these assumed inherent risks and agrees that WAG will in no way be held responsible, financially or otherwise, for any injury, illness, or complication. Furthermore, Customer acknowledges that in some rare cases veterinary assistance may be required and Customer agrees to reimburse WAG for any veterinary expense. (Initial).

Medications

Upon request by Customer, WAG will administer medications to Customer’s animal for a fee. Customer agrees that proper medication and instruction have been provided to WAG. Customer acknowledges and understands that some animals have reactions to medications, and accepts these inherent risks. Further, Customer acknowledges and understands that WAG is in no way responsible for misinformation, dosages, improper labeling, or miscommunication, and accepts these risks Customer acknowledges these assumed inherent risks and agrees that WAG will in no way be held responsible, financially or otherwise, for any injury, illness, or complication. Furthermore, Customer acknowledges that in some rare cases veterinary assistance may be required and Customer agrees to reimburse WAG for any veterinary expense. (Initial).

Age/Health

It is understood that geriatric animals (older than 8 years of age), and animals with certain conditions, are at an increased risk of injury and death. Customer agrees that WAG will not be held responsible if Customer’s animal dies from natural causes (including but not limited to: heart failure, heart attack, organ failure, etc.) or a known condition. (Initial).

10. REPRESENTATIONS AND ACKNOWLEDGEMENTS. WAG represents that it will exercise reasonable care for the animal delivered by Customer and will follow Customer’s directions for care, detailed above, as best and as practically as possible. Customer represents that he/she has delivered the animal to WAG in a healthy and stable condition, and that Customer has been truthful and forthcoming about any conditions the animal may currently be experiencing or has experienced in the past. Customer further represents that he/she has accurately and truthfully provided the animal’s medication and vaccination history and schedule. Customer acknowledges that WAG requires proof of Rabies, Distemper, and Bordetella vaccinations prior to boarding, and that WAG requires Bordetella vaccinations every six (6) months (intranasal), or every one (1) year (intravenous). Customer agrees and acknowledges that Bordetella vaccinations are not 100% effective and that contraction of same is possible. Customer acknowledges that WAG recommend the Bordetella vaccination be given to Customer’s dog at least two (2) weeks prior to the animal’s arrival at WAG to increase effectiveness. Customer understands that WAG makes no representations or warranties regarding the any vaccine. Customer expressly represents that his/her animal has not been exposed to rabies or distemper within a 30-day period prior to boarding.

WAG represents that all animals are checked for external parasites (fleas/ticks) upon entry to the facility, and if any external parasites are found, they are treated accordingly. Customer understands that parasite preventatives are not 100% effective and that WAG makes no representations or warranties regarding an animal’s contraction of external parasites. Customer agrees to be responsible for any costs associated with ridding his/her animal of parasites, and/or treating his/her animal at checkout.

Customer understands and agrees that should Customer’s animal become ill or if the animal’s behavior is endangering itself, humans, or other animals, WAG in its sole discretion, may engage the services of a veterinarian. WAG will attempt to contact Customer engaging veterinary services; however, in the event of an extreme emergency, the wellbeing of the animal comes first. Customer further understands that medication will be administered as necessary under the direction of a veterinarian. Customer hereby gives the veterinarian complete authority to treat Customer’s animal in whatever manner deemed necessary. Customer further gives full authority to the treating veterinarian and its staff to discuss with WAG any aspect of any illness or injury that WAG has presented for treatment.

Customer expressly agrees that WAG’s liability shall in no event exceed the fair market value of the animal boarded, not to exceed \$500.00. Customer further expressly agrees to be solely responsible for any and all acts or behavior of said animal while it is in the care of WAG. If Customer has requested that animals be boarded together, Customer agrees that they are responsible for any injury that one animal inflicts on the other(s). Customer also agrees that they are responsible for any WAG property damaged by the animal. Reasonable costs for damage will be payable upon checkout of animal.

THE COMPLETE RESPONSIBILITIES OF WAG ARE LIMITED TO THOSE DESCRIBED IN THIS AGREEMENT. VERBAL REPRESENTATIONS BY WAG EMPLOYEES WILL NOT BE HONORED.

11. MEDICAL RECORD RELEASE. Customer authorizes WAG to obtain medical and vaccination records for Customer’s animal for the animal’s veterinarian(s) and further authorizes the veterinarian(s) to provide these records to WAG with cost billed to Customer.

12. MEDIA RELEASE. Customer authorizes WAG to take photographs and/or videos of Customer’s animal while the animal is boarded with WAG. Customer further authorizes WAG to utilize said photographs/videos on WAG’s website, social medial, and other marketing material, for no fee.

13. CONTRACT. This Boarding Agreement and Terms and Conditions becomes a full and binding contract upon acceptance and signature by both parties. Customer expressly agrees that this contract is binding only on the parties hereto, and that no claim or cause of action shall be brought against any owner, employee, or associated party to WAG.

_____ WAG Initials

_____ Customer Initials

14. INDEMNIFICATION. Customer shall indemnify, hold harmless, and defend WAG from any and all demands, claims, and causes of action of any kind or any nature, whether accrued, absolute, contingent, or otherwise, that may be brought against WAG by any third-party, arising out of this Agreement or not, or WAG's actions and/or omissions relating in any way to this Agreement or not, except for acts or omissions by WAG arising out of fraud, deceit, or intentional acts. Further, Customer agrees to hold WAG harmless from any and all claims and causes of action of any kind or nature, whether accrued, absolute, contingent, or otherwise, that may be brought against WAG by Customer, arising out of this Agreement or not, or WAG's actions and/or omissions relating in any way to this Agreement or not, except for acts or omissions by WAG arising out of fraud, deceit, or intentional acts.

15. ENTIRE AGREEMENT. This Agreement supersedes all prior discussions and agreements between all or any of the Parties hereto and this Agreement contains the sole and entire agreement between the Parties with respect to the matters covered hereby. This Agreement shall not be modified or amended except by unanimous consent of the Parties set forth in writing. Unless amended or modified as described in the immediately preceding sentence, this Agreement may not be amended or repealed by oral agreement of the Parties.

16. BINDING EFFECT. The provisions of this Agreement are binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the Parties.

17. GOVERNING LAW/VENUE. This Agreement shall be governed by and construed/enforced in accordance with the laws of Georgia, and any litigation arising out of or relating to this Agreement shall be commenced only in the State Court of Forsyth County, Georgia.

18. AUTHORITY. Each individual executing this Agreement warrants that he or she is authorized to do so, and that this Agreement shall constitute the legally binding obligation of the entity that the individual represents.

19. PARTIAL INVALIDITY. If any term of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining terms hereof shall constitute their Agreement with respect to the subject matter hereof and all such remaining terms shall remain in full force and effect. To the extent legally permissible, any illegal, invalid or unenforceable provision of this Agreement shall be replaced by a valid provision, which will implement the commercial purposes of the illegal, invalid or unenforceable provision.

By signing this Agreement and leaving Customer's animal with WAG, Customer certifies that he/she is the sole owner of the animal and all information provided is complete, true and accurate to the best of Customer's knowledge. By signing this Agreement, Customer further indicates that he/she had read and accepted all policies listed in this Agreement, and agrees to same. Lastly, Customer acknowledges that completing the Agreement is only a requirement on his/her animal's first visit/stay. However, all terms and conditions will apply to all future visits/appointments. By requesting services in the future, Customer agrees that this Agreement remains in full effect, and that it is Customer's responsibility to alert WAG to any change in the animal's health and/or routine in the future, as well as to any change in contact information for Customer.

Representative of Wag Atlanta

Date

Customer

Date