

## Terms of Service

### (Boarding, Grooming, Training, Daycare, Walking, Self-Service, Transportation)

**Last Revised:** January 1, 2022

By enrolling, purchasing, scheduling, or otherwise agreeing to participate in pet care services (“**Services**”) from or on behalf of Destination Pet, LLC (“**Company**”), you (“**Owner**”) agree to these terms (“**Terms**”), as well as Destination Pet’s Terms and Conditions and Privacy Policy, which can be viewed at destinationpet.com. The Services may include daycare, overnight boarding, grooming, training, and self-service offerings. The Services exclude veterinary medical services.

**Owner affirms that he or she is at least 18 years of age (or has reached the age of majority in the jurisdiction where Owner resides), or that Owner is at least 13 years of age and has reviewed these Terms with Owner’s parent or legal guardian (“Parent”) and Parent agrees to these Terms on Parent’s and Owner’s behalf and takes full responsibility for compliance with them. If Owner is under 18 years of age, Owner understands that Owner cannot later void this agreement with Company as a minor without losing access to the Services and Parent being held responsible for Owner’s actions and any obligations incurred while accessing and using the Services as if Owner were an adult.**

**1. Fees, Payment and Store Credit.** Services charges are listed in a schedule available to Owner upon request and may include nonrefundable and nontransferable deposits for reservations. Prepaid Service packages are nonrefundable, non-transferable, and expire 12 months from purchase unless otherwise stated. All non-prepaid charges are due upon pick up of the animal participating in the Services (“**Pet**”), and Owner authorizes Company to charge Owner’s credit card on file for all Service fees and other costs incurred. Any fees outstanding for 30 days will accrue interest from the Service date at the lower of (a) 1% per month or (b) the maximum amount permitted by law. A handling fee of \$20 will be applied to any returned check. If Customer’s account is delinquent for more than 90 days, Company may refer the account to a collection agency or attorney that may pursue collection of the past due amount. Company may charge Owner for collection costs, including attorney fees, and a \$30 fee for disputes over any charges. If Company issues stored credit to Customer at Company’s discretion, such store credit will automatically expire one year after the date of issuance as tracked in Company’s point of sale system.

**2. Cancellations, Drop-off, and Pick-up.** If applicable to this location, a list of peak season dates is available at the location’s website, which can be accessed via <https://www.destinationpet.com/>, selecting “Locations” and choosing the applicable location. Company may require advance reservation, nonrefundable and nontransferable deposits, and may modify such policies at any time. For non-peak season dates, Owner must cancel reservations at least 24 hours in advance of the appointment time or Company will assess a cancellation fee equal to the full price of the canceled Services. During peak season, Owner must cancel reservations at least 14 days in advance of the appointment time or Company will assess a cancellation fee equal to the deposit. Pet should be dropped off and picked up during Company’s normal business hours and in advance of any time specified by Company. Early and late fees apply to pickups and drop-offs outside of these hours. For boarding, Owner should drop off Pet by 12:00 p.m., and Owner must pick up Pet by 11:00 a.m. (or such other drop off and pick up times communicated by the specific location) or be charged for daycare for the pick-up day. Failure to arrive at a reserved time may result in forfeiture of any deposit or a cancellation fee equal to the full price of the Services. Pet must be on a leash during drop-off and pick-up.

**3. Vaccinations & Recommended Parasite Prevention.** Owner represents that Pet is current with all required vaccinations and has provided Company with valid proof acceptable to Company of vaccinations. For dogs, Company requires (i) rabies, distemper combo, and (iii) Bordetella, and (iv) this

location may require canine influenza, leptospirosis, and Lyme vaccinations. For cats, Company requires (A) rabies, (B) FVRCP and (C) this location may require leukemia vaccinations. Owner shall inform Company of all vaccination updates and ensure that Pet has all vaccinations required by the facility. Company recommends Pet receives year-round parasite prevention treatment, including regular deworming and external parasite control, for heartworm, fleas, ticks and intestinal parasites.

**4. Grooming.** Grooming services and rates may vary by weight, breed, coat, and condition of Pet. A matted coat can cause numerous health conditions including itching, irritation, and skin infections, and heavily matted coat can trap moisture near Pet's skin allowing fungus or bacteria to grow causing skin irritations that exist prior to the grooming process. Company is not responsible for any pre-existing conditions due to a matted coat. Grooming involves the following risks to Pet: nicks, cuts, abrasions, skin reactions, clipper irritations, nail bleeding, quicked toenails, stress reactions, clipper burn, brush burn, head shaking, and itching. Occasionally, the quality of a groom may be affected by moles, skin lesions, tumors, skin irregularities, matted coat, aging, allergic reactions, special needs of the pet, fractious pet, and other circumstances. Company shall use reasonable best efforts to minimize the effects of these circumstances but shall not be responsible for any adverse side effects outside of Company's reasonable control. To maintain the safety of all pets and people on site, Company may, at its discretion, use a muzzle, cease a groom in progress, or seek medical treatment.

**5. Kennels, Suites and Enclosures; Common Areas.** Owner authorizes Company to place Pet in a suite, kennel, crate or similar enclosure if Pet needs a break, is receiving a meal or is boarding overnight. Owner understands that after hours, no staff may be in the building. All pets are kept in suites, kennels, crates or similar enclosures in a climate-controlled environment. Company is also protected by a fire safety system. Pets with different owners will not be allowed to stay in the same primary enclosure, unless (a) previously approved in writing by all impacted owners and (b) allowable under applicable law. If Owner chooses to board multiple Pets in the same primary enclosure together, then Owner consents to the same and Company will not be responsible for any injuries sustained between the Pets and Company reserves the right to separate them if necessary. Unless prohibited by applicable law and unless Owner requests in writing otherwise: (x) any Pets under 4 months old will not be housed with an adult animal other than their dams and (y) dogs shall not be housed in the same primary enclosure with cats, nor shall dogs or cats be housed in the same primary enclosure with any other species of animals. Owner consents to Pet commingling in common areas with pets from different households.

**6. Self-Service Offerings.** If Owner purchases or schedules any Services where Owner may participate in or conduct the Services (e.g., washing, swimming, playing, training or similar activities), in addition to and not in lieu of all other provisions in these Terms, Owner: (a) acknowledges that Pet's and Owner's participation in or conduct of any Services is inherently risky, and may result in illness, accident, injury, death to Owner or Pet, or escape of Pet; (b) assumes these risks and is participating in or conducting the Services at Owner's own risk, to the maximum extent allowed by applicable law; (c) shall keep Pet on a leash when not otherwise restrained or specifically permitted to be off-leash; (d) shall remain present at all times during the Services, and if Owner is under 18 years old, Parent shall remain present at all times during the Services; and (e) shall be responsible for all other persons in Owner's party who participate in or conduct the Services.

**7. Airborne Illness.** Company has taken reasonable steps to minimize the occurrence of airborne illness, including those caused by viruses, bacteria, fungus or mites. However, no amount of supervision, sanitation, or personalized care can wholly prevent Pet from contracting an airborne virus. Company is not responsible for any injuries, damages or losses of any type whatsoever caused by an airborne illness. Owner represents that Pet is in good health and has not been exposed to any contagious diseases within 14 days prior to check-in.

**8. Health and Safety; Consent to Emergency Care; Use of Non-Pet Labeled Products.** Owner will notify Company of Pet's name, age, any underlying health conditions, any history of aggressiveness, biting or nipping, and any changes in health. Owner shall not bring Pet to Company's facilities if Pet is not in good health or has been exposed to contagious diseases until Pet is symptom-free with veterinarian clearance. For self-use Services, Owner is solely responsible for overseeing Pet and addressing Pet's medical needs. If Pet displays symptoms of illness, injury, or adverse effects during the Services, Company will attempt to contact Owner or Owner's emergency reference before seeking medical care for Pet, but Company may take any action Company deems necessary to care for Pet without contacting Owner first, including securing emergency veterinary care. Owner authorizes Company to make decisions involving medical treatment of Pet and authorizes Company and any veterinarian to perform the services necessary for the best care of Pet. Owner authorizes the veterinarian to communicate with Company concerning any pertinent medical information related to Pet. Owner consents to the use of products not labeled for use on pets for the purposes of medication administration and/or to entice Pet to eat, which may include peanut butter, white rice, chicken broth or boiled chicken breasts, pumpkin, or other similar items. In the event Pet passes away while at Company's facilities: (a) Owner will be notified immediately of the situation; (b) Pet will be taken to a veterinarian if possible or will be held at Owner's request for up to 24 hours; and (c) upon Owner's request, a necropsy (autopsy) will be performed at Owner's expense.

**9. Owner Responsibility.** Owner is solely liable for Owner's and Pet's actions while on or near Company premises, or other areas reasonably accessed as part of the Services, and shall promptly pay for damages and expenses caused by Owner or Pet as reasonably determined by Company. Company may release Owner's contact information to any person if Company reasonably believes the person or property of such person has been injured by Owner or Pet.

**10. Peace of Mind Program.** If offered at this location, Owner may enroll Pet in Company's Peace of Mind Program ("**Program**") in which Company assumes certain risks related to Pet's participation in the Services. In the Program, Owner pays a fee per-Pet, per-day and Company will reimburse Owner for eligible veterinary expenses for injuries and illnesses that occur from visiting Company's facilities, up to \$500 per visit and \$1,000 annual maximum. Expenses related to the following are not eligible for reimbursement: pre-existing conditions, age-related illnesses or injuries, injuries inflicted by other pets of Owner, illnesses to pets not current on vaccinations, and any other circumstances outside Company's reasonable control. To obtain reimbursement of expenses, Owner shall: (a) report the illness or injury to Company within 5 days of occurrence; (b) have Pet examined by a licensed veterinarian and provide the examination report to Company; (c) have paid Company in full for all Services; and (d) have paid all veterinary costs and submitted a copy of the veterinary costs to Company within 10 days of visit to veterinarian. Company may require additional information and may consult with others to verify that expenses are related to Pet's stay at Company facilities. Company will mail a check payable to Owner for verified reimbursable expenses within 10 business days of receiving all required information.

**11. Denial of Services.** Company may in Company's sole discretion deny Services to Owner or Pet at any time for any reason, including without limitation if (a) Pet has exhibited aggressive or other unacceptable behavior; (b) Pet is not in good health or has been exposed to contagious diseases; (c) Owner has failed to pay fees when due; or (d) Pet is not current on required vaccinations or other medical treatments. Such refusal may include rejecting Pet at check-in, expelling Pet from Company's facilities, or prohibiting Pet from returning to Company's facilities.

**12. Release.** Owner, on behalf of Owner and Owner's heirs, executors, administrators and assigns (collectively, "**Releasing Parties**"), fully and irrevocably releases Company and Company's members, managers, employees, agents, vendors, suppliers and representatives (collectively, "**Company Parties**") from any claim, loss, cost, or fee, whether known or unknown, actual or potential, which any Releasing Parties may have, may have had, or may in the future obtain, relating in any manner to the Services. In

executing this release, Owner's intent is to provide a general release in the broadest form. Owner expressly waives any and all rights and benefits conferred by the provisions of any law or statute, in any jurisdiction, similar to and including under Section 1542 of the California Civil Code, which states:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

**13. Assumption of Risk.** Pets who have recently been vaccinated or have underlying health issues are at higher risk of injury from stress. Older pets, those with special challenges, pets who have recently experienced stressful life changes or injuries, and pets who are new to the Services are all at higher risk of experiencing stress or aggravating a condition during the Services. Younger pets have a higher risk of injury, including breaking bones, in ordinary activities due to the growth of their bones and cartilage. To the maximum extent of the law, Owner assumes the risk of any harm to Owner or Pet during the Services, including any nicks, cuts, skin reactions, clipper irritations, nail bleeding, quicked toenails, stress reactions, clipper burn, brush burn, head shaking, itching, broken bones, parasites (internal and external), mange, or other injury or death of Pet. Owner shall pay for all medical costs incurred related to any illness, injuries, or other medical issues while Pet is at Company's facilities.

**14. Indemnity.** Owner, on behalf of Owner and the other Releasing Parties, shall indemnify, hold harmless and defend Company Parties from any claims, liabilities, losses, damages, judgements, awards, costs, and expenses (including reasonable attorneys' fees) of any kind, by any person, including any illness, injury, accident, death or damage to person or property (“**Claim**”) arising out of or resulting from, or alleged to arise out of or result from (a) Owner's or Pet's actions or inactions, whether on or off Company property; (b) use of or participation in the Services, except to the extent such Claim is caused directly by the gross negligence or willful misconduct of Company or Company's employees or agents; (c) any violation of these Terms by Owner or Pet; or (d) any violation of applicable law by Owner or Pet. Owner shall cooperate with Company in the defense of any Claim, and Company reserves the right, at its expense, to assume the exclusive defense and control of any Claim requiring indemnification by Owner. Owner's indemnification, defense and hold harmless obligations survive the termination of Owner's use of the Services and shall be binding on all other Releasing Parties.

**15. Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, INCLUDING NEGLIGENCE OR STRICT LIABILITY, CONTRACT, WARRANTY, STATUTE OR OTHERWISE, SHALL OWNER OR ANY COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR EMOTIONAL PAIN OR SUFFERING OR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, OR ACCURACY OF RESULTS, EVEN IF OWNER OR ANY COMPANY PARTY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ANY COMPANY PARTY'S MAXIMUM AGGREGATE LIABILITY EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT OWNER HAS PAID COMPANY IN THE PRIOR 12 MONTHS. SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. COMPANY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**16. Photo and Video Release.** Owner consents to the photography, videotaping and audio- and video-recording of the Services, and Company's display, replay, release, publication, exhibition, or reproduction

of such content including images or recordings of Owner and/or Pet, if applicable, and for the same to be used by Company on a perpetual, irrevocable, worldwide and nonexclusive basis, in its sole discretion, including but not limited to for promotional purposes and inclusion on Company digital and in-store signage, product packaging, websites, mobile applications, and social media. Owner releases Company from any liability connected with the taking, recording, digitizing, or publication and use of photographs, video, and/or audio recordings. Owner waives any right to inspect or approve any photo, video, or audio recording taken by Company.

**17. Changes to Terms.** Company reserves the right to update or change these Terms at any time. Owner may opt out by terminating use of the Services.

**18. General.** Any provision of these Terms deemed unenforceable for any reason shall be replaced with an enforceable term that best achieves the purposes of the unenforceable term. Any provision of these Terms deemed invalid, void or for any reason unenforceable, that is not modified as provided above, shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions of these Terms. To the extent that any orders, invoices, receipts, billing documents, Destination Pet's Terms and Conditions or Privacy Policy contain provisions that conflict with or derogate from these Terms, these Terms shall prevail and control with respect to the Services. Colorado law, but not choice of law rules, govern these Terms. The courts in Douglas County, Colorado, have exclusive jurisdiction and venue of any dispute related to these Terms. By clicking ACCEPT, or by enrolling, purchasing, or scheduling any Services, Owner hereby agrees and consents to these Terms.