



CUSTOMER INFORMATION FORM AND RELEASE OF LIABILITY

Owner(s) Name _____ Date: _____

Address _____

Telephone: (home) _____ (cell) _____ (work) _____

Email Address _____ How did you hear about us? _____

Dog #1: Name _____ Age _____ Sex _____ Weight _____

Breed _____ Color _____ Birth Date _____

Dog #2: Name _____ Age _____ Sex _____ Weight _____

Breed _____ Color _____ Birth Date _____

Dog #3: Name _____ Age _____ Sex _____ Weight _____

Breed _____ Color _____ Birth Date _____

Emergency Contact Information:

Name(s) _____

Telephone Number(s) _____

Relationship to Owner _____

Persons Authorized to Pick Up and/or Drop Off my dog(s) _____

*** Proof of current vaccinations (DHLPP/DHPP, Rabies, and Bordetella) is required for all dogs**

Veterinarian Hospital _____ Doctor's Name _____

Street Address _____ Phone _____

City, State Zip _____ Fax _____

Payment Information (2 cards required. First card listed will be the "active" card):

Credit Card Number _____ Exp Date _____ CID# _____

Name on Card _____ Signature _____

Credit Card Number _____ Exp Date _____ CID# _____

Name on Card _____ Signature _____



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This Customer Information Form and Release of Liability (this "Agreement") is made and entered into as of the date below between Uptown Dog, LLC ("Uptown Dog") and the dog owner whose signature appears below ("Owner").

Uptown Dog and Owner agree as follows:

1. Owner agrees to pay Uptown Dog's rates for all dog care and boarding services provided by Uptown Dog from the time the dog is checked into Uptown Dog until the dog is picked up. Payment for all services is due in advance upon check-in of the dog. Any overages shall be paid at the time the dog is picked up. Owner authorizes Uptown Dog to charge the credit card on file for any services provided for the dog. Owner also agrees that the dog shall not leave the facility until all charges due are paid by Owner or proper payment arrangements are agreed upon by both parties.

2. Owner may cancel a reservation for daycare services without charge if the cancellation is made 24 hours in advance. Otherwise, Owner shall pay for one (1) calendar day of daycare services, including days in which the dog is not checked in or if the dog is picked up early. Owner may cancel a reservation for boarding services without charge if the cancellation is made 48 hours in advance. If the reservation is within fourteen (14) calendar days of a nationally recognized holiday, Owner may cancel a reservation for boarding services without charge if the cancellation is made eight (8) calendar days in advance of the reservation. Otherwise, Owner shall pay for two (2) days of boarding services as an early boarding cancellation fee, including days in which the dog is not checked in or if the dog is picked up early. Owner shall pay an additional \$10 per day for overstays not approved in advance by Uptown Dog. Owner shall be charged a day of boarding if the dog is not picked up by 6:30pm on the day of pickup.

3. By signing this Agreement, Owner represents and warrants to Uptown Dog that (a) the dog is current on all vaccinations, (b) the dog is free of all fleas, ticks, worms and other insects and parasites, (c) the dog has no current illness or injury, (d) the dog has not bitten or exhibited other aggressive behavior towards any person or animal except as has been disclosed to Uptown Dog on the Behavior Information form, and (e) all information given about the dog is accurate and complete, including all of the information given on the Health Information Form and Feeding Schedule and Behavior Information forms pertaining to the dog. Uptown Dog reserves the right to refuse to provide services for or to deny admittance to the dog for any reason at any time in Uptown Dog's sole and absolute discretion.

4. Uptown Dog shall exercise reasonable care for the dog while the dog is in Uptown Dog's facility. If interactive daycare is provided, Owner recognizes and accepts potential risks involved in such activity, including walks and exercise outside of the facility. By signing this agreement, Owner authorizes Uptown Dog to utilize dog crates as necessary while the dog is in Uptown Dog's facility.

5. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OWNER (A) HEREBY RELEASES AND AGREES TO HOLD HARMLESS UPTOWN DOG AND ITS OFFICERS, OWNERS, EMPLOYEES AND AGENTS (TOGETHER REFERRED TO AS UPTOWN DOG IN THIS SECTION 5) FROM ANY AND ALL LIABILITY FOR ANY INJURY OR ILLNESS SUFFERED BY HIS OR HER DOG WHILE IN UPTOWN DOG'S CARE; AND (B) AGREES NOT TO INITIATE ANY LEGAL PROCEEDINGS AGAINST UPTOWN DOG WITH RESPECT TO SUCH RELEASED CLAIMS. WITHOUT LIMITING THE PROVISIONS ABOVE, UPTOWN DOG'S AGGREGATE LIABILITY FOR FAILURE TO PERFORM UNDER THIS AGREEMENT OR ANY INJURY OR ILLNESS TO A DOG WILL BE LIMITED TO THE LESSER OF (A) THE COST OF THE STAY DURING WHICH THE FAILURE, INJURY OR ILLNESS OCCURRED, OR (B) \$400. IN NO EVENT WILL UPTOWN DOG BE LIABLE FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THEIR POSSIBLE EXISTENCE. OWNER SHALL INDEMNIFY, DEFEND AND HOLD UPTOWN DOG HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, CLAIMS, DAMAGES, FINES, COSTS, PENALTIES AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM OR RESULTING FROM (A) ANY BREACH OF THE REPRESENTATIONS, WARRANTIES OR COVENANTS CONTAINED IN THIS AGREEMENT, OR (B) ANY ACTS OR BEHAVIOR OF THE DOG WHILE IN THE CARE OF UPTOWN DOG, INCLUDING INJURY TO STAFF OR OTHER ANIMALS OR DAMAGE TO FACILITIES.

6. Owner specifically represents that he or she is the owner of the dog, free and clear of all liens and encumbrances and that he or she is authorized to agree to the terms of this Agreement.



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7. Owner specifically represents to Uptown Dog that the dog has not been exposed to any contagious diseases within a thirty-day period prior to check-in. During the period of this Agreement, Owner also agrees to notify Uptown Dog of any known exposure of dog to a communicable disease and hold dog out of attending Uptown Dog until dog is symptom-free for a minimum of 10 days or with written veterinary clearance. Owner further agrees to maintain currency of vaccinations as required by Uptown Dog policy.

8. Uptown Dog shall have, and is hereby granted, a lien on the dog for any and all unpaid charges resulting from services provided by Uptown Dog. The Owner hereby agrees that if the charges are not paid when due in accordance with this Agreement, Uptown Dog may exercise its lien rights upon 10 days written notice given by Uptown Dog to Owner by certified mail. Uptown Dog may dispose of dog for any and all unpaid charges, at private or public sale, in the sole discretion of Uptown Dog, and Owner specifically waives all statutory or legal rights to the contrary. If such sale shall not secure a price adequate to pay such costs of dog care or other charges delinquent, plus costs of sale, then Owner shall be liable to Uptown Dog for the difference. All monies realized by Uptown Dog at such sale, over and above the charges due and costs of sale, shall be paid to Owner.

9. If the dog becomes ill or injured, or if the state of the animal's health otherwise requires professional attention, or in the event of a death, Uptown Dog, in its sole and absolute discretion, may engage the services of a veterinarian or administer medicine or give other requisite attention to the animal, and the expenses thereof shall be paid by the Owner. Except in the case of an emergency, Uptown Dog will attempt to contact Owner or the designated emergency contact prior to administering such care. Uptown Dog shall not be responsible for any damage or injury to the dog resulting from any failure to provide veterinary care or from the acts or omissions of a veterinarian or other person administering care.

10. Owner agrees to allow Uptown Dog to use my dog's name and any images or likeness thereof, including photos or videos of my dog taken while they are attending services at Uptown Dog, in any form or format, for use, at any time, to be posted on the Uptown Dog website, or to be used in any media including marketing/advertising materials, illustrations, trade or promotional materials.

11. This Agreement contains the entire agreement between the parties. All terms and conditions of this Agreement shall be binding on the heirs, administrators, personal representatives and assigns of the Owner and Uptown Dog. This Agreement is governed by the laws of the State of Colorado, without regard to its conflicts of law principles. If any provision of this Agreement is determined to be unenforceable, such provision will be deemed severed and the remaining provisions of this Agreement will continue in full force and effect.

12. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this Agreement, shall be settled by arbitration administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator's decision shall be final and binding and judgment upon the award rendered by an arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall, as part of the award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party. The arbitrator shall not be authorized to assess special, punitive, indirect, or consequential damages against either party.

BY SIGNING BELOW, OWNER AGREES THAT HE OR SHE HAS READ AND UNDERSTOOD THIS AGREEMENT AND AGREES TO BE LEGALLY BOUND BY ITS TERMS.

Signatures:

OWNER

Signature: _____ Printed Name: _____ Date: _____

UPTOWN DOG, LLC

Signature: _____ Date: _____