

NOTICE TO CLIENTS

At Ruffstic, there is a **ZERO TOLERANCE** policy in place for rudeness, bullying, harassment, and violent behavior towards Ruffstic Ownership, staff or towards Ruffstic property. Examples include, but are not limited to, the following:

- 1. Threats of any kind
- 2. Verbal Abuse (Name Calling and/or Use of Degrading Language, Yelling, Cussing, etc.)
- 3. Physical Abuse
- 4. Sexual Harassment

At Ruffstic, we will always speak to and treat you in a professional and respectful manner. We are more than happy to discuss the details of the services offered prior to your pet's appointment. If you are not happy with the services provided, please let us know promptly and in a civilized manner.

Ruffstic and its employees request all customers, family, friends, visitors, etc. to be respectful and kind. Failure to comply with the above request may result in the removal of you and your pet from the premises. Ruffstic reserves the right to refuse service and/or remove an individual from the client list.

Thank you for your understanding of this notice and continued support,

Ruffstic Ownership & Staff



RUFFSTIC PET CARE BOARDING AND GROOMING

AGREEMENT TO SERVICES AND WAIVER AND RELEASE OF LIABILITY

As lawful consideration for permission given by you, as the owner or agent of the owner named below ("Owner") to Ruffstic Pet Care ("Ruffstic") to participate in pet grooming and/or boarding services (the "Services") for your pet, you agree to the terms and conditions set forth in this release ("Release"). In addition, you agree to abide by all policies and procedures established by the Ruffstic in relation to the Services.

1. <u>Current Vaccinations/Veterinarian Information:</u> The Owner desires to purchase Services provided by Ruffstic. The Owner verifies that their pet is up to date on all vaccinations and that their pet is healthy to the Owner's knowledge. The Owner shall provide proof of required Rabies, Distemper and Bordetella vaccinations for their pets, and the Owner understands all vaccinations must be completed at least two weeks prior to any boarding appointment. Failure to provide proof of vaccinations will result in the forfeiture or cancellation of the scheduled appointment.

2. **Owner Obligations:** The Owner shall:

- i. Be solely responsible for disclosing to Ruffstic any and all pet allergies, illnesses, health conditions, habits or behaviors (aggressiveness, biting, escaping) that could potentially lead to the safety of Ruffstic personnel, as well as confirming their pet has not been exposed to any contagious diseases within a thirty-day (30) period prior to check in for any Services provided by Ruffstic;
- ii. Be responsible for any and all expenses relating to the health and safety of Owner's or other client's pet(s) [if injury to health and safety caused by Owner's pet(s)] should Ruffstic deem ancillary services are necessary. This includes, but is not limited to, emergency services provided by a veterinarian as veterinarian services not provided by Ruffstic;
- iii. Be financially responsible for any and all of their pet's behavior while in our care. This includes, but is not limited to, loss, damage or destruction of any items left with your pet, damages and/or injury to the pet itself or other pets at the facility, a staff member, or any damages to the facility caused by the pet.
- iv. Authorize Ruffstic to take all necessary actions, at its sole discretion, to maintain the health and well-being of Owner's pet(s) or other client's pet(s) [if injury to health and safety caused by Owner's pet(s)], to include, but not limited to, services provided by a licensed veterinarian, and furthermore agrees to be responsible for any and all expenses incurred, including all ancillary services requested.

- v. Be responsible for any additional costs for failure to pick up their pet(s) on the scheduled check out date. Additionally, the Owner consents to Ruffstic taking any action deemed necessary for continued care of their pet(s) and understands that if their pet(s) is/are not picked up by closing time, the Owner authorizes overnight boarding and accepts financial responsibility for the same.
- 3. **Payment:** Payment for all Services provided by Ruffstic are non-refundable and shall be paid at the completion of Services. Ruffstic reserves the right to charge a \$35.00 insufficient fee for returned checks or Ruffstic receives a notification from the bank of a returned check.
- 4. Late and Cancellation Policy: The Owner understands and agrees to the following:
 - i. If you are late by fifteen (15) or more minutes for your appointment, it may result in the rescheduling of the appointment, and a \$25.00 missed appointment fee will apply. All customers will be provided with a curtesy reminder via text one business day prior to your scheduled booking. The appointment time is being made exclusively for your pet(s), and late arrivals will be considered a missed appointment.
 - ii. A 24-hour notice will be provided prior to the cancellation of any scheduled appointment for any and all Services provided by Ruffstic. This notice allows Ruffstic to notify a client and or client(s) on the waiting list and provides them the opportunity to fill the time slot(s).
 - iii. Ruffstic reserves the right to charge a fee of \$25.00 for appointments missed or cancelled with less than a 24-hour notice. Such a fee shall be paid prior to any future booking.
- 5. **Senior Pets:** The Owner understands that aged pets have a greater chance of injury during grooming Services and agree I *will not* hold Ruffstic responsible for accident or injury to my pet(s). I further understand and agree that if the grooming establishment deems it unsafe or unhealthy to continue Services for the pet or the groomer, Ruffstic will end that day's service and I will be responsible for payment of any Services rendered.
- 6. <u>Matting Disclaimer:</u> The Owner understands that if a pet(s) is/are matted a higher risk of having razor irritation, nicks/cuts, and stress/trauma is present. Additionally, the Owner understands and agrees that matting may have to be cut completely out, as brushing may not remove matting.
- 7. **Double Coat Disclaimer:** The Owner understands and agrees that double coated dogs should not be shaved. Shaving a double coat dog could result in your pet(s) coat not growing back and may become a permanent condition. Such conditions could expose your pet(s) sensitive skin to environmental hazards leading to the need for

veterinary care, in which you agree to not hold the groomer responsible for any associated costs should you decide to shave your double coated dog(s).

8. Release of Claims & Indemnification: THERE IS ALWAYS THE POSSIBILITY THAT AN ACCIDENT COULD OCCUR. THE EQUIPMENT USED IN PROVIDING SERVICES IS SHARP, EVEN THOUGH EXTREME CAUTION AND CARE IS USED, POSSIBLE INJURIES COULD STILL OCCUR. YOU HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS WHICH YOU MAY HAVE, OR WHICH YOU MAY HEREAFTER HAVE, WHETHER KNOWN OR UNKNOWN, AGAINST RUFFSTIC, ITS OFFICERS, AGENTS, EMPLOYEES, MEMBERS, AND/OR SUCCESSORS (COLLECTIVELY "RELEASEES"), ON ACCOUNT OF INJURY, ILLNESS DISABILITY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO THE PARTICIPATION IN SERVICES PROVIDED BY RUFFSTIC. YOU COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST RUFFSTIC OR ANY OTHER RELEASEE, AND FOREVER RELEASE AND DISCHARGE RUFFSTIC AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS. THIS WAIVER AND RELEASE DOES NOT EXTEND TO CLAIMS FOR GROSS NEGLIGENCE, INTENTIONAL OR RECKLESS MISCONDUCT, OR ANY OTHER LIABILITIES THAT OHIO LAW DOES NOT PERMIT TO BE RELEASED BY AGREEMENT.

YOU SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS RUFFSTIC AND ALL OTHER RELEASEES AGAINST ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS OR EXPENSES OF WHATEVER KIND, INCLUDING ATTORNEY FEES, FEES AND THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS RELEASE, AND THE COST OF PURSING ANY INSURANCE PROVIDERS, ARISING OUT OF OR RESULTING FROM ANY CLAIM OUT OF YOUR OWN NEGLIGENCE OR THE ORDINARY NEGLIGENCE OF RUFFSTIC.

9. Consent to Use Photos:

i. The Owner understands that by allowing their pet(s) to participate in Services offered by Ruffstic, the Owner hereby agrees to allow Ruffstic to take photographs and/or videos of their pet, and permits use of the same for publication purposes, including on social media, for promoting the Services offered by Ruffstic.

10. Miscellaneous:

i. The Owner understands that by signing this Release, any and all claims by Owner against Ruffstic are waived, of any kind arising out of or attributable to your participation in the Services, including claims unknown to you or which you do not suspect to exist at this time. This Release constitutes the sole and entire agreement between Ruffstic and you with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This is a legal binding document,

- and all matters arising out of or relating to this Release shall be governed by Ohio law.
- ii. The Owner understands and expressly agrees that each and every foregoing provision contained above shall be in full force and effect and shall apply to each and every occasion in which the Owner's pet(s) are in the care of Ruffstic, whether for daycare, extended boarding or any other services, as the case may be.
- iii. The Owner understands grooming services can expose a hidden medical condition or aggravate a current condition. Should Ruffstic determine grooming services would present a threat to your pet(s) emotional or physical health, and/or the safety of the groomer completing the requested services, we will discontinue the service and contact you immediately.

Please provide the following information:

Veterinarian:		
Phone No. of Veterinarian:		
Medications:		
Allergies:		
Other Pertinent Information	:	
In the event of an emergency, please provide two emergency contacts:		
Name:		Relationship to Pet:
Address:		City/State/Zip
Phone Number:		Phone:
Name:		Relationship to Pet:
Address:		City/State/Zip
Phone Number:		Phone:

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT YOU ARE VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE RUFFSTIC FOR CLAIMS, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF YOUR PARTICIPATION IN THE PROVIDED SERVICES.

Printed Name:	
Signature:	
Relationship to Pet:	
Date:	