

BOARDING AND DAY CARE AGREEMENT

THIS BOARDING AND DAY CARE AGREEMENT (this “**Agreement**”) is made and entered into as of the latest date set forth below, by and between Café Wakefern LLC, an Ohio limited liability company (“**Café Wakefern**”) and the dog owner, caretaker, or custodian whose name is set forth on the signature page hereto (“**Parent**”). Café Wakefern and Parent may each be referred to as a “**Party**” and collectively as the “**Parties**.”

1. **Services; Engagement.** Café Wakefern provides dog boarding, dog daycare, pick-up and drop-off services related to such boarding and day care, and other services as described in this Section 1 (collectively, the “**Services**”). Parent hereby engages Café Wakefern to provide the Services for Parent and Parent’s dog, which is more fully identified on Schedule A attached hereto and incorporated herein (the “**Dog**”), from time to time, and Café Wakefern agrees to be so engaged, on the terms and conditions of this Agreement. The Services may include, upon request by Parent and for a fee, a bath for the Dog while the Dog is at the Premises (defined below) for purposes of boarding or day care. Café Wakefern may also, without notice to Parent and for no charge, give the Dog a bath if the Dog becomes dirty during its stay at the Premises or Café Wakefern determines, in its sole discretion, that a bath is necessary. Café Wakefern may provide other grooming services for the Dog for a fee and upon mutual agreement of Café Wakefern and Parent. Café Wakefern will also perform nail clippings for the Dog upon request by Parent and for an additional fee. Café Wakefern may take the Dog for a walk, at no additional charge to Parent. Café Wakefern agrees to exercise reasonable care for the Dog during its stay and, if applicable, during transport. As used herein, “**boarding**” means the Dog will stay at the Premises overnight (whether over one night or multiple nights), and “**day care**” means the Dog will be at the Premises during one day and does not stay at the Premises overnight.

2. **Term.** This Agreement shall be applicable and effective each time that Parent requests the Services from Café Wakefern, during all times that the Services are being provided by Café Wakefern, and, where applicable, following the completion of the Services. This Agreement shall be applicable to each dog for whom the Services are provided.

3. **Rates.** The rates for the Services shall be as set forth in Schedule B, attached hereto and incorporated herein by reference. Café Wakefern may change the rates from time to time in its sole discretion without notice to Parent; provided, however, Café Wakefern will verbally inform Parent of any increase in the rates before Parent re-engages Café Wakefern to provide the Services. All payments for the Services are due at the time that Café Wakefern takes custody of the Dog.

4. **Times and Locations.** The Services shall be provided at Café Wakefern’s premises located at 3060 Wakefern Place, Columbus, OH 43224 (the “**Premises**”). Parent may drop-off the Dog at the Premises beginning at 5:30 A.M. time and shall pick up the Dog no later than 10:00 P.M. If Parent elects for Café Wakefern to pick-up and/or drop-off the Dog, the earliest available pick-up time shall be 6:00 A.M. and the latest drop-off time shall be 10:00 P.M. If Café Wakefern is providing boarding services, then a “day” shall begin at any time on one day and end at 10:00 P.M. on the following day. For example, if Parent drops off the Dog at the Premises on Monday, March 1 at 5:30 A.M. and picks up Dog on Tuesday, March 2 at 10:00 P.M., Parent will be charged for one (1) day of boarding. If Parent drops off the Dog at 7:00 P.M. on Monday, March 1 and picks up the Dog on Wednesday, March 2 at 5:30 A.M., Parent will be charged for two (2) days of boarding. If Parent engages Café Wakefern to provide day care for the Dog but fails to pick up the Dog before 10:00 P.M., Parent will be charged for boarding the Dog for each day that the Dog remains with Café Wakefern before being retrieved by Parent or returned by Café Wakefern. The Dog shall be reasonably clean upon drop off at the Premises or pick-up by Café Wakefern. If the Dog is not clean upon drop-off at the Premises or pick-up by Café Wakefern, Café Wakefern may give the Dog a bath and Parent shall pay Café Wakefern the applicable fee for such bath.

5. **Cancellations.** If Parent requests pick-up services from Café Wakefern, then Parent shall give notice of any cancellation at least twelve (12) hours prior to the scheduled pick-up time. Failure to provide notice of cancellation within such time-frame shall result in Parent being charged for pick-up services and Café Wakefern may refuse to provide future Services until Parent has paid for such untimely cancellation. If Parent

will transport the Dog to the Premises, Parent shall provide notice of cancellation at any time prior to the time the Services are scheduled to begin. If Parent requests drop-off services from Café Wakefern but subsequently elects to retrieve the Dog from the Premises, Parent shall provide notice thereof at least one (1) hour prior to the scheduled drop-off time.

6. **Refusals.** Café Wakefern may, in its sole and absolute discretion, refuse to provide any Services for Parent and the Dog for any reason whatsoever. By providing the Services for Parent and the Dog, Café Wakefern is under no obligation, and makes no commitment, to provide future Services for Parent and the Dog. Café Wakefern will refuse to provide the Services if the Dog is ill. Such refusal may occur after Café Wakefern has previously agreed to provide the Services but the Dog's illness is not determined until Café Wakefern picks up the Dog or Parent arrives at the Premises with the Dog. If Café Wakefern is providing pick-up and determines upon arrival that the Dog is ill, Parent shall pay Café Wakefern for the pick-up services. Café Wakefern may refuse to provide future Services until Parent has paid for such pick-up services.

7. **Food & Treats.** Parent shall provide all of the Dog's food necessary to last throughout the duration of the Dog's stay with Café Wakefern. All treats shall be provided by Café Wakefern; provided, however, if Parent prefers a specific type or brand of treat be fed to the Dog, Parent shall notify Café Wakefern thereof and provide the treats to Café Wakefern. If Parent requests that the Dog not receive any treats, Café Wakefern will not knowingly or purposefully provide any treats to the Dog. If the Dog requires prescription or specialty food or treats, it is Parent's sole responsibility to notify Café Wakefern thereof and to provide sufficient supply of such food and treats. If Parent fails to supply a sufficient amount of food to last throughout the Dog's stay with Café Wakefern, Café Wakefern may feed the Dog any type of food that Café Wakefern has available and Parent hereby releases and agrees to indemnify and hold Café Wakefern harmless from any and all liabilities, losses, and damages that may arise due to the illness or death of the Dog relating to such food provided by Café Wakefern. If Café Wakefern determines that, due to the Dog's medical condition or other needs, specialty or prescription foods must be purchased due to an inadequate supply of food provided by Parent, Café Wakefern will obtain such food at Parent's sole cost and expense, plus a Ten Dollars (\$10.00) convenience fee. Café Wakefern will give the unused food at the conclusion of the Services. Café Wakefern may label the Dog's food, treats, toys and other belongings, and to wash the Dog's crate, bed, toys, and other belongings.

8. **Toys, Beds, & Crates.** Café Wakefern will supply toys, bedding, and a crate for the Dog. However, Parent may provide its own toys, bedding, and/or crate for the Dog at Parent's sole discretion and Café Wakefern will secure the Dog only in such crate. Café Wakefern makes no promises that any toys or bedding provided by Parent will not be played with, damaged, destroyed, or slept on by other dogs or that the Dog will not play with toys or sleep on bedding provided by Café Wakefern or other dog owners.

9. **Veterinary Services & Visits.** Prior to the Services being provided, Parent shall disclose the name, address, and phone number of the Dog's veterinarian, which information shall be set forth on Schedule A. Upon request by Parent, Café Wakefern will take the Dog to scheduled veterinarian visits but, unless specifically authorized by Parent below in this Section 9, Café Wakefern will not make any decisions for or on behalf of Parent or the Dog and will not make any payment for veterinary services for or on behalf of Parent or the Dog. Except as otherwise stipulated by Parent by initialing the appropriate line below in this Section 9, if an emergency or other event occurs whereby Café Wakefern determines, in its sole discretion, that an immediate veterinarian visit is necessary, Café Wakefern will take the Dog to the Parent's preferred veterinarian; provided, however, that if Parent's preferred veterinarian is unavailable or if Café Wakefern determines, in its sole discretion, that an emergency room visit is necessary, then Café Wakefern may take the Dog to Café Wakefern's preferred veterinarian or emergency room facility. Parent hereby releases and agrees to indemnify, and hold Café Wakefern harmless from and against any and all claims, actions, damages, expenses, or liability that Café Wakefern suffers or incurs in taking the Dog to an emergency room or Café Wakefern's preferred veterinarian. Café Wakefern agrees to immediately attempt to contact Parent if such care becomes necessary. Except as may otherwise be provided below in this Section 9, Parent hereby authorizes Café Wakefern to obtain and authorize the provision of veterinary care for the Dog if Parent cannot be reached to authorize care in an emergency situation.

Notwithstanding the foregoing provisions to the contrary, Café Wakefern will comply with the following requests by Parent (Parent to provide his or her initials or such requests are not applicable):

_____ Save the Dog regardless of the cost of any necessary treatment, medication, or surgical procedures.

_____ Use/authorize any and all reasonable and customary treatments, medications, or surgical procedures necessary to treat the Dog, not to exceed \$ _____.

_____ Do not allow the Dog to be treated by a veterinarian under any circumstances, even in a life-threatening situation.

PARENT AGREES THAT PARENT IS FULLY RESPONSIBLE FOR THE COST OF ANY AND ALL MEDICAL TREATMENT FOR THE DOG, AND FOR THE COST OF ANY TRANSPORTATION FOR THE PURPOSES OF SUCH TREATMENT PROVIDED TO THE DOG.

10. **Parent Representations, Warranties, and Covenants.** Parent represents and warrants to Café Wakefern that:

- (a) Parent is the rightful owner, caretaker, or custodian of the Dog, and his or her signature below is sufficient to enter into this Agreement for and on behalf of any other owner or representative of the Dog, and Parent is executing this Agreement for the Dog, for Parent, and for Parent's heirs, successors, representatives, and assigns;
- (b) The Dog is current on all required vaccinations and such other vaccinations as may be required by Café Wakefern, in its sole discretion;
- (c) To Parent's knowledge, the Dog has not been exposed to any contagious diseases within the 30-day period prior to commencement (or re-commencement) of the Services.
- (d) Unless otherwise disclosed to Café Wakefern, the Dog is housebroken and the Dog is not prone to excessive or destructive chewing, scratching, digging or other similar behavior;
- (e) The Dog is free of fleas, ticks, worms and other insects and parasites, and is current on any medications, vaccinations, or treatments therefor;
- (f) The Dog has no current illness or injury, except as has been disclosed to Café Wakefern;
- (g) Parent understands that all pets staying at the Premises are represented as vaccinated and healthy, but there are viruses that cannot be fully vaccinated against, including Bordatella;
- (h) The Dog has not bitten, or exhibited other aggressive behavior towards, any person or animal, except as has been previously disclosed to Café Wakefern; and
- (i) Parent has disclosed and shall continue to disclose on an on-going basis, any and all medical or other conditions, including but not limited to personality concerns or behaviors that may affect, limit, or prevent the Dog's ability to participate in paly time, walks, baths, or otherwise stay at the Premises.

11. **Acceptance of Risk.** Parent acknowledges and agrees that the Dog may encounter and be permitted to interact and play with other dogs and with Café Wakefern staff members. Parent acknowledges that when dogs play in groups that nicks, bites, and/or scratches may occur, and Café Wakefern may or may not notify Parent immediately if the Dog sustains any nicks, bites, and/or scratches. Parent further acknowledges that animals are unpredictable and that there is a possibility of illness, injury, or death to the Dog or to another animal or person. Parent further acknowledges and understands that dogs may engage in reproductive activities and Café Wakefern makes no promises or guarantees that the Dog will not become pregnant or impregnate another dog. Therefore, as consideration of the Services, Parent (a) hereby releases and agrees to indemnify and hold harmless Café Wakefern, and its invitees, sponsors, members, directors, employees, volunteers, agents, and lessors, and any parties owning, controlling or having any interest in the Premises, and all other representatives or agents of Café Wakefern (collectively, the "**Café Wakefern Parties**") from and against any and all claims, actions, damages, expenses, or liability for or from injury, illness, death, damage, pest infestation, or destruction

suffered by or caused by the Dog while in the care of Café Wakefern, any impregnation or reproduction involving the Dog while in the care of Café Wakefern, or otherwise relating to the care, control, health, and/or safety of the Dog arising from pick-up, transport, drop-off, and/or stay at the Premises, except to the extent such injury, illness, death, or impregnation is the result of Café Wakefern's gross negligence or intentional misconduct, (b) agrees not to initiate any legal proceedings against Café Wakefern or any Café Wakefern Parties with respect to such released claims, and (c) Parent shall be solely responsible for any injury, illness, death, damage, pest infestation, or destruction suffered by or caused by the Dog, including any injury, illness, or death caused by the Dog to another dog. If the Dog causes an infestation at the Premises of pests such as, without limitation, fleas or bed bugs, then Parent will be solely responsible for, and will immediately reimburse Café Wakefern for, any costs incurred by Café Wakefern in exterminating such pests or otherwise remedying the infestation and any damage caused thereby. Parent shall also pay Café Wakefern a \$100 inconvenience fee in addition to such payment or reimbursement of the extermination and remedy expenses.

12. **INDEMNIFICATION; LIABILITY.** AS CONSIDERATION FOR THE SERVICES RENDERED BY CAFÉ WAKEFERN, PARENT WILL INDEMNIFY, DEFEND, AND HOLD CAFÉ WAKEFERN AND THE CAFÉ WAKEFERN PARTIES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND VETERINARY COSTS AND EXPENSES) ARISING FROM OR RESULTING FROM ANY BREACH OF THE REPRESENTATIONS, WARRANTIES, OR COVENANTS CONTAINED IN THIS AGREEMENT (INCLUDING ABANDONMENT OF THE DOG AT THE PREMISES), OR OTHERWISE RELATED TO ANY AND ALL ACTS OF BEHAVIOR OF THE DOG, WHICH MAY INCLUDE, WITHOUT LIMITATION, INJURY OR DEATH TO THE DOG AT THE PREMISES OR INJURY OR DEATH TO A STAFF MEMBER OF CAFÉ WAKEFERN OR ANY OTHER MEMBER OF THE PUBLIC. IN NO EVENT WILL CAFÉ WAKEFERN OR ANY CAFÉ WAKEFERN PARTY BE HELD LIABLE FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THEIR POSSIBLE EXISTENCE.

13. **Meet & Greet; Participation.** Café Wakefern may require evaluation meet-and-greet or assessment of the Dog prior to agreeing to provide the Services. Parent shall provide documents proving the Dog is current in its vaccinations for rabies, Bordetella and parvo prior to the Dog's entry at Premises. After evaluation meet-and-greet is complete, Café Wakefern reserves all rights to refuse to provide the Services for any reason in its sole and absolute discretion. Further, Parent understands that the Dog's participation in play time is at the sole discretion of the Café Wakefern, and the Dog may be separated from other pets or crated. In extreme cases, the Dog may be muzzled for its protection or the protection of other animals or persons, or for excessive barking. If the person dropping off the Dog for the first time with Café Wakefern is not the owner of the Dog, such person shall nevertheless execute this Agreement before Café Wakefern will provide the Services and Café Wakefern may, in its sole discretion, require the Dog's owner to also execute this Agreement before subsequent Services will be offered.

14. **Personal Property.** Parent agrees that neither Café Wakefern nor any Café Wakefern Party shall be responsible or liable for any lost, stolen, or damaged personal property belonging either to Parent or the Dog. Parent also understands and agrees that the Dog's collar may be removed in any play area to prevent injury to the Dog or any other animal or person, or to prevent damage to the personal property of others. Parent should not provide Café Wakefern with items with items that are valuable or irreplaceable.

15. **Abandonment.** Parent agrees to notify Café Wakefern if the Dog's stay at the Premises will exceed the scheduled end date. Parent understands and agrees that if the Dog is not picked up within seven (7) calendar days after the scheduled pick-up date and Café Wakefern has not agreed to keep the Dog longer than scheduled or granted Parent a special circumstances waiver, which Café Wakefern may or may not grant in its sole and absolute discretion, the Dog shall be deemed to be abandoned, and in such event, Café Wakefern shall gain legal custody and ownership of the Dog and retain the right to keep the Dog, or place the Dog in a shelter or with animal control, or place the Dog in a new home with a new owner, with no recourse by, or available to, Parent against Café Wakefern or any Café Wakefern Party. PARENT FULLY UNDERSTANDS AND

AGREES THAT IF PARENT ABANDONS THE DOG AT THE PREMISES, PARENT MAY BE UNABLE TO RETRIEVE POSSESSION OF THE DOG AND WILL HAVE NO RECOURSE AGAINST ANY CAFÉ WAKEFERN PARTY. PARENT HAS READ AND FULLY UNDERSTANDS THE TERMS OF THIS AGREEMENT, INCLUDING THE RELEASES, WAIVERS OF LIABILITY, ACCEPTANCE OF RISK AND INDEMNITY PROVISIONS AND UNDERSTANDS THAT PARENT HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAS SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE AND INTENDS IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW. PARENT AGREES THAT IT IS INTENDED THAT ALL TERMS OF THIS AGREEMENT CONTROL DESPITE ANY PARTICULAR STATUTE OR LAW THAT WOULD OTHERWISE PROTECT PARENT OR THE DOG. PARENT IS ADVISED TO SEEK LEGAL COUNSEL IF PARENT IS UNSURE OF THE EFFECTS OF THIS AGREEMENT.

16. **Governing Law; Venue.** This Agreement is governed by the laws of the State of Ohio, without regard to conflict of laws principles. Café Wakefern and Parent agree that all actions or proceedings arising directly, indirectly, or otherwise in connection with, out of, or related to or from this Agreement shall be litigated only in courts located in Franklin County, Ohio, and each of them hereby consents and submits to the nonexclusive jurisdiction of any local, state or federal court located within Franklin County, Ohio and waives any claim that any of such courts constitute an inconvenient forum.

17. **Severability.** 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. Café Wakefern will be deemed to have accepted this Agreement, without execution, upon the acceptance of a reservation or payment for Services to be provided hereunder or the commencement of the Services.

18. **Online Services.** If Parent schedules the Services through a website or mobile application, such as, without limitation, Rover, Wag!, or Bed & Biscuits, (each an “**Online Service**”), then all of the terms and conditions of the Online Service shall apply; provided, however, if and to the extent the terms of this Agreement are different from or conflict with the agreements, terms, and conditions, the applicable provisions in this Agreement shall control and be governing.

19. **Other Terms.** Café Wakefern and Parent may set forth additional or different terms on Schedule A. If the initials of Café Wakefern’s authorized representative and Parent are both inserted next to such additional or different terms, then such additional or different terms shall be effective. If and to the extent such additional or different terms are different from or conflict with the terms of the main body of this Agreement, the additional or different terms shall control and be governing.

20. **Waiver.** Any waiver by Café Wakefern of any right of Café Wakfern or obligation of Parent under this Agreement shall not be construed to be a waiver of any other right or obligation and shall not be construed to be a future waiver of such waived right or obligation.

21. **Amendment.** This Agreement may only be amended by a written instrument signed by Café Wakfern and Parent.

22. **Assignability.** Neither Party may assign this Agreement, or any rights or obligations hereunder, without the prior written consent of the other Party, which consent may be withheld for any or no reason.

23. **Revocation.** Parent may revoke or change any authorization given herein by a written instrument signed by Parent and delivered to Café Wakefern. Such revocation or change shall only be effective from and after the time of delivery to Café Wakefern.

24. **Counterparts, Facsimiles and Electronic Mail.** This Agreement and any other documents related to this Agreement may be executed in several counterparts, and each executed counterpart shall be

considered as an original of this Agreement or such other document, as the case may be. A counterpart executed and transmitted by facsimile device or electronic mail by any person to the intended recipient thereof shall constitute and be accepted as an executed and delivered original of this Agreement or such other document, as the case may be.

25. **Entire Agreement.** This Agreement contains the entire agreement between the Parties. All terms and conditions of this Agreement shall be binding upon the heirs, administrators, personal representatives, and assigns of the Parties.

26. **Survival.** Without limiting the survivability of other provisions in this Agreement, Sections 7, 9, 10, 11, 12, and 15 shall survive any termination of this Agreement or conclusion of the Services.

NOW THEREFORE, this Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by Café Wakefern and Parent as of the latest date written below.

CAFÉ WAKEFERN

PARENT

Café Wakefern LLC

By: _____
Bridgett Jeffries, Sole Member

Date: _____

Sign: _____
Print Name: _____

Date: _____

Address: _____

Phone No.: _____

E-mail: _____

SCHEDULE B

RATES

- Boarding: \$35/day (non-holiday); \$50/day (holiday*)
- Daycare: \$25/day
- Pick Up and/or Drop Off: \$20
- Bath: \$20
- Nail Clipping: \$20

*Holidays are New Year's Day, Martin Luther King Day, Valentine's Day, President's Day, Memorial Day Weekend (Friday- Monday), Independence Day, Labor Day Weekend (Friday- Monday), Columbus Day, Thanksgiving Weekend (Thursday - Sunday), and Christmas Week (December 24- December 31).

PAYMENT OPTIONS

Payment in FULL is due at the START of your stay

Payment Options	Method
Cash	Cash
PayPal	Paypal.me/CafeWakefern
Check/Money Order	Made payable to: Café Wakefern, LLC
Cash App	\$CafeWakefern
Google Pay	CafeWakefern@gmail.com
Venmo	@Bridgett-Jeffries
Visa/Mastercard	Square Machine on site!

