



I have read and understand the following:

1. Health:

- a. Further to the below, I have been 100% truthful in all of my responses on this form and will be held fully liable for any errors or omissions;
- b. My dog is in good health and has not been ill with a communicable illness in the last fourteen (14) days;
- c. My dog is free from any condition that could potentially jeopardize other guests; and
- d. I represent that each time I bring my dog to HustlePups NYC. I am re-certifying that my dog is in good health and has not had any communicable illness of any kind for two weeks prior to such attendance.

2. Refusal of service:

- a. I understand that HPNYC reserves the right to refuse any services for any reason.
- b. I agree that my dog must not be aggressive and must pass HPNYC's interview/evaluation process at HPNYC's sole discretion. My dog may be separated from others or asked not to return to if he/she exhibits aggressive or other unacceptable behavior. Such determinations will be made at the sole discretion of HPNYC.

3. Spay/Neuter:

- a. I understand that to use HPNYC facilities, my dog must be spayed or neutered if older than seven (7) months.

4. Vaccinations:

- a. Proof of current vaccinations must be on file for Rabies, Distemper, Parvovirus and Bordetella. I understand that NYC Law requires dogs that visit daycare facilities to have Bordetella administered within the past six (6) months.

5. Boarding/Daycare:

- a. I acknowledge that dogs are encouraged to socialize and exercise at HPNYC and that injuries may reasonably be foreseen to occur while my dog is visiting HPNYC. Should an injury occur, please see paragraph 7, below:
- b. I acknowledge that dogs are encouraged to socialize and exercise at HPNYC and that my dog may become dirty or their fur may become tangled/matted while visiting HPNYC. As such, I do not hold HPNYC liable for my dog's cleanliness or grooming at the end of the service. I acknowledge that HPNYC is not responsible for any grooming of my dog while in the care of HPNYC. Grooming services are an extra service and can be booked separately;
- c. Daycare:
 - i. I acknowledge that dog walks are an extra service and can be booked in advance; and
 - ii. I acknowledge that pickups and drop offs are an extra service and can be booked in advance;
- d. Boarding:
 - i. I acknowledge that my dog will be walked once a day and any further walks can be booked in advance;
 - ii. I acknowledge that pickups and drop offs are an extra service and can be booked in advance; and
 - iii. I acknowledge that while the dog is in the care of HPNYC, breakfast and dinner will be served according to the attached intake form. If I require lunch to be served to my dog, I will bring this to the attention of the staff and bring the food separately marked.



6. Dog Walking:

- a. I agree to advise HPNYC of my preferred walking method/apparatus (i.e. leash, halter, haiti, easy walker, prong, etc) of walking, however, HPNYC reserves the right to use the walking apparatus of its choice should the dog prove a danger to itself, other dogs or an employee of HPNYC.
- b. Cancellation Notification within 24 hours prior to service is subject to a fifty percent (50%) refundable cancellation fee. Notification after 9 am the day of service will still accrue a full charge for services. Furthermore, if we arrive at your home for dog walking and your dog is not available or if we are unable to gain access to your apartment during a scheduled dog walk, you will be fully charged for dog walking services. Periodically a doorman refuses access to our dog walkers due to apartment access errors that are at no fault of ours. Other times a client forgets to cancel and leaves with their dog. Regardless our dog walkers come prepared and travel through any weather, we feel their time should be respected and in so doing charge such services in full.
- c. Payment is due for services at the beginning of the week prior to services being rendered. Dog walking services require full payment in advance. We accept venmo, paypal or square cash.
- d. Our dog walking times include the time entering and leaving your building. If applicable, please make sure we have written permission to access your apartment if you live in a doorman entry complex. Non-doorman residents are required to hand two (2) sets of keys for building and apartment entrance to HPNYC.

7. Illness/Injury:

- a. I acknowledge that I take full responsibility for, and will not hold HPNYC liable for, any injury illness or ailment which my dog may incur while in the presence of other dogs at the facility or otherwise.
- b. I understand that I am solely responsible for any harm to another dog, person, or employee caused by my dog while my dog is attending HustlePups NYC.
- c. I assume all expense and/or liability for injuries that my dog may inflict upon any human or other pet while in the care of HPNYC. I shall not hold HPNYC responsible monetarily or otherwise, for injuries to my pet that arise during the course of play, training, grooming, any HPNYC services, or anytime during my pet's visit to HPNYC.
- d. I shall hold HPNYC and its employees harmless from, make no claim against and indemnify HPNYC and its employees against any costs, damages, claims, or expenses (including vet fees, longterm care, or rehabilitation services) that may result from an injury or illness to my dog, or to another dog, if caused by my dog. I understand if presented with medical bills I am responsible for paying.
- e. I am responsible for initial vet visit costs and additional follow-up costs associated with the particular injury.
- f. If my dog becomes ill or if the state of my dog's health otherwise requires professional attention, HPNYC, in its sole discretion may engage the services of a veterinarian, administer medicine, and/or give requisite attention to my dog.
- g. I understand that HPNYC will contact me first and then my emergency contacts if a critical medical situation arises. However, if HPNYC is unable to make immediate contact I give my consent to HPNYC to act on my behalf in obtaining emergency or any other care at my own expense if deemed necessary by HPNYC or its staff.

8. Ownership:

- a. I specifically represent that I am sole owner of my dog, free and clear of all liens and encumbrances.

9. Reservations:

- a. The recommended time for placing a reservation is one (1) week in advance. In order for HPNYC to guarantee care for your pet we need an advanced notice in the event your usual dog walker is over booked or we are filled due to seasonal scheduling. To make a reservation, you can contact us via phone at (347) 441-4484 or email at info@hustlepupsnyc.com.



10. Payment:

- a. I agree to pay for all services rendered at HPNYC in advance of the day of my pet's arrival. If payment is not received in advance, I understand that my pet will not leave the facility until payment is made.

11. Late fees:

- a. Due to safety and staffing purposes, HPNYC reserves the right to charge a fifteen dollar (\$15) late fee for pick-ups after fifteen (15) minutes from closing hours or designated pick-up time.

12. Cancellations:

- a. All cancellations must be made in advance as specified on the HPNYC website; otherwise I may be subject to cancellation fees equal to the value of the reservation unless applicable as otherwise stated herein.
- b. I understand that HPNYC cancellation policy requires a non-refundable deposit on boarding for Peak/Holidays.
- c. HPNYC reserves the right to change business and reservation policies at any time.

13. Refunds:

- a. I understand that no refunds will be issued. HPNYC Management may issue a credit to my account at their sole discretion.

14. Likeness:

- a. I grant HPNYC permission to use any pictures taken of my dog(s) for business-related activities.

15. Personal Property:

- a. HPNYC will not be liable for any lost, stolen or damaged personal property belonging either to you or your dog left at or brought to the HPNYC facilities. If your dog causes any personal property damage to the HPNYC facilities or another dog, you will be liable for the full cost of all treatment, repairs and replacement.

This contract contains the entire agreement between the parties. All terms and conditions of this contract shall be binding on my spouses, heirs, administrators, personal representatives, and assignees of myself and HPNYC.

Any controversy or claim arising out of or relating to this contract, or breach thereof, or as a result of any claim or controversy involving the alleged negligence by any party to this contract, shall be settled by arbitration in accordance with the rules of the American Arbitration Court having jurisdiction thereof. The arbitrator shall, as a part of his/her award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party.

I certify that I have read and understand the policies of HustlePups NYC as set forth on the preceding pages and that I have read and understand the conditions, and statements of this agreement. I warrant that I am at least eighteen (18) years of age and that I have the full, complete and unrestricted right and authority to enter into this release. By signing below, I acknowledge that I have read and accept the terms and conditions stated above.

Print Name: _____

Date: _____

Signature: _____