



## 2024 CUSTOMER AGREEMENT

1575 25th Ave NE Hickory, NC 28601

Hello Friends,

Please let us apologize for the formality of this document. Our state licensing inspector told us last year that North Carolina’s Animal Welfare Act requires us to have a more formal document regarding the services we provide than we used in 2023 and many years before. In seeking to create such we decided to try and keep things as simple as possible, while meeting the inspector’s requirements, for our staff by making a single document that applies to all of the services that we provide versus the multiple documents we used in the past.

The signing of this agreement is a yearly requirement. This agreement shall remain in effect from the date of signing through December 31, 2024, with its terms and conditions applicable each time we provide services for you. We apologize but if you have multiple animals then one of these must be filled out for each animal.

As always, if you have any questions let us know and thank you for your love and support of our business.

### OWNER INFORMATION:

Name: \_\_\_\_\_ (“Owner”) Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Phone Number: \_\_\_\_\_ Secondary Phone Number: \_\_\_\_\_

Yes  No – I wish to receive appointment reminders via text.

Cell phone carrier if you wish to receive texts: \_\_\_\_\_

Boarder Emergency Name & Contact Number: \_\_\_\_\_

This is the number we will seek to contact for our boarder clients in the event your animal has an emergency and needs veterinary care. We will only try it after we have tried the primary and secondary numbers. We will not text this number. It must be someone we can talk to and who can authorize veterinary treatment of your animal. If we cannot contact you or the emergency contact at any of the above three numbers then you authorize Paw Tales and its staff to consent to veterinary treatment for your animal and acknowledge that you, not Paw Tales, shall be responsible for said veterinary costs.

### ANIMAL INFORMATION:

Name: \_\_\_\_\_ (“Pet”) Date of Brith: \_\_\_\_\_

Breed: \_\_\_\_\_ Color: \_\_\_\_\_

Sex:  Male /  Female Is animal spayed / neutered?  Yes  No

Please note that animals receiving daycare service who are seven (7) months or older must be spayed/neutered.

Veterinarian Name & Phone Number: \_\_\_\_\_

The undersigned Owner hereby represents and agrees as follows:

- 1) **Ownership.** Owner specifically represents that Owner is the legal Owner of Pet and has the full and absolute right to consent to Paw Tales providing services for Pet.
- 2) **Vaccinations.** Owner certifies that the Pet **has been vaccinated fully** for Distemper, Parvo, Bordetella, and Rabies in accordance with the recommendation of Pet's veterinarian, and in accordance with North Carolina State laws.
  - a) Paw Tales requires copies of Pet's vaccination records prior to providing services. If Owner does not have records available prior to or at the time of Pet's visit then Paw Tales has the right to refuse service until said records are provided.
- 3) **Communicable Diseases.** Paw Tales strives to have one of the most sanitary facilities in North Carolina and takes precautions to prevent communicable diseases in accordance with North Carolina state law. That being said, when large numbers of animals congregate together the possibility of increased disease spread exists.
  - a) Owner acknowledges that pet vaccinations do not fully guarantee that while at Paw Tales' facility Pet will not contract a disease that they have been vaccinated against. Owner agrees to hold Paw Tales harmless if Pet become sick after receiving services from Paw Tales.
  - b) Owner understands that certain communicable diseases, especially, but not limited to, upper respiratory illnesses may be unavoidable in any multiple animal facility. For boarding clients veterinary care, the costs for which Owner shall be responsible, will be sought in the event Pet contracts such illness. For grooming and daycare clients proof of treatment for such will be required prior to Pet being allowed to return to Paw Tales' facility.
  - c) Owner acknowledges and agrees that if Pet is showing symptoms of respiratory illnesses (including canine cough) or has been diagnosed with upper respiratory disease while in the care of Paw Tales, Paw Tales shall not be responsible for any veterinary care that your Pet receives.
- 4) **Effect of Placing Pet In a Group Environment.** Owner acknowledges that when Pet is at our facility its excitement or anxiety may be increased, which may lead to excessive barking which causes Pet to become hoarse or go home with an irritated throat. Pet may refuse to eat, or not eat as much as they normally would at home. Pet may act out in abnormal actions than they would in the comfort of their own home. Pet may seem excessively tired / sore when arriving back home due to constant activity and play. Pet may receive blisters on their paws due to play on concrete and artificial turf surfaces.
- 5) **Pet Age.** Paw Tales' daycare department has a strict requirement that all pets over the age of seven (7) months **must be** spayed or neutered. If Pet is older than seven (7) months and not spayed or neutered then Pet will not be eligible to play with the other pets and will be placed in individual care. Such placement will result in additional costs which Owner agrees to be responsible for.
- 6) **Arrival Flea Check.** Owner acknowledges that Pet will be checked for fleas upon arrival. If fleas are found, Paw Tales will notify Owner and Pet will receive an immediate flea treatment bath. Owner agrees to pay all costs associated with said treatment.
- 7) **Pet Temperament.**
  - a) Owner agrees to inform Paw Tales if Pet bites, has bitten, or is aggressive towards people or other animals. Muzzles may be used on Pet if Paw Tales deems such as necessary.
  - b) In releasing Pet to care of the Paw Tales, Owner affirms that the Pet is in a good state of health and agrees that Pet will not prove dangerous or damaging to other pets, has not shown aggressive or otherwise threatening behavior to humans or other animals and is of such a temperament that it does not pose a hazard to itself, other animals, Paw Tales staff, and or the boarding, grooming, or daycare facility.
  - c) All pets participating in boarding and daycare must satisfactorily pass a temperament evaluation to be administered by Paw Tales staff. The evaluation and passage thereof, shall be solely at the discretion of Paw Tales staff and is conducted to provide for the safety of Pet, the safety other animals at our facility and the safety Paw Tales staff. Paw Tales reserves the right, at their sole and absolute discretion, to refuse service to Pet. If Pet is deemed to not possess a proper temperament then Owner agrees to immediately remove Pet from Paw Tales facility and pay any costs incurred. Paw Tales staff will retest Pet at Owner's request once in the presence of Owner.

- d) Paw Tales is not a training ground for pets with difficult issues, nor is it the responsibility of Paw Tales attendants to devote extensive attention to a single pet's problem issues. While all pets must pass the preliminary temperament test to be eligible for the daycare program, some behaviors may be revealed only after a pet has attended daycare for a number of days. If conduct deemed unacceptable or dangerous occurs and after our staff has taken measures to correct and re-teach the behaviors in question, Paw Tales reserves the right to immediately deny any pet's eligibility at any time in the event that the pet shows the potential to cause severe injury or to be unwilling to adjust to the daycare program.
  - e) For grooming clients, at any time before or during the grooming process Paw Tales has the right to refuse or stop service for Pet. Typically this only occurs if a pet shows itself to be aggressive or prone to biting. If a groomer can finish Pet with additional help from staff, an additional handling fee will be added to normal groom price. If Pet cannot be finished, Owner will be responsible to pay for the services that were able to be provided and Owner must pick up Pet immediately. If a Paw Tales' groomer is bitten, depending on severity, the bite must be reported to local authorities, as required by state law.
- 8) **“Doggy Play”**. Owner acknowledges that by nature dogs can be unpredictable and that when dogs play they are playing with their teeth and their nails. Paw Tales is careful to provide appropriate and adequate supervision for all pets in their care. Dogs in particular are prone to rough play, however, and injuries can occur. Owner acknowledges that certain risks of injury, especially in the daycare and boarding settings, do exist. Owner agrees to hold Paw Tales harmless for all injuries resulting from Pet's activities at the Paw Tales facility. Further, Owner agrees to be responsible for any injuries caused by Pet during their time at Paw Tales.
- a) If Pet is found to display aggressive action towards another pet or Paw Tales staff then Owner accepts full responsibility for any veterinary care to other pets and/ or medical care for Paw Tales staff resulting from Pet's actions. The determination of fault for such actions will be made by Paw Tales staff witnessing the event, and their determination is final. Owner further agrees to accept responsibility for any related costs arising from the incident, including the cost to repair or replace property damage or destroyed by Pet. Owner agrees that, should a dispute arise from any action involving Pet, Paw Tales may be required by law to, and if not further reserves the right to, release Owner's name, address, phone number, or other pertinent information to legal entities, animal control and / or law enforcement, other owners, and any other person or entity deemed proper by Paw Tales. Video recordings of any incidents will be kept for a period of time that Paw Tales', in their sole and absolute discretion, deems reasonable. Typically Paw Tales records over previous video recordings on a thirty (30) day loop because any incidents which should be reported will have been.
  - b) Owner authorizes Paw Tales to co-mingle Pet with other pets at the sole discretion of Paw Tales and Paw Tales staff. Owner acknowledges that if Paw Tales determines that Pet cannot be comingled with other pets then Pet will be placed in individual care. Such placement will result in additional costs which Owner agrees to be responsible for.
  - c) Should an injury occur to Pet that requires immediate treatment before Owner can be contacted then Owner authorizes Paw Tales to treat Pet as deemed necessary. Following any such injury Paw Tales will attempt to contact Owner as soon as possible, but regardless, Owner acknowledges and assumes all financial responsibility for treatment provided to Pet.
  - d) Paw Tales reserves the right to immediately deny Pet's eligibility at any time in the event that Pet causes severe injury or displays dangerous aggression.
- 9) **Pet Illness**. If a Pet becomes ill, or if the state of the Pet's health otherwise requires professional attention, reasonable attempts will be made to contact Owner to direct care. If Owner is unreachable, however, then Paw Tales at its sole discretion, may provide care or engage the services of a veterinarian, or other related service, of Paw Tales' choice. Owner agrees to be responsible for all associated fees and costs, including but not limited to charges for after hours care as due from veterinarian or related service.
- a) Owner hereby grants Paw Tales and their staff a limited power of attorney to act in Owner's name for the contracting of any veterinary or related services for Pet that Paw Tales deems necessary. Owner also provides permission to any veterinarian or related service provider to disclose information regarding Pet to Paw Tales.

- b) Owner agrees that if boarding then they will proactively contact Pet's veterinarian and grant permission for Paw Tales to discuss Pet's health during the time Pet is being boarded.
- 10) Pet Pickup.** When Pet is dropped off at Paw Tales' facility, Owner and Paw Tales staff will communicate when Pet is to be picked up by Owner.
- a) For grooming and daycare clients, failure to pick up Pet by the end of the business day will result in Pet being boarded at such location as Paw Tales deems best and Pet shall be considered to have to be picked up the next day. Owner agrees to be fully responsible for any costs incurred for said boarding.
- b) For boarding clients, or pets that have had to be boarded as discussed above, if Owner does not pick up Pet after fourteen days has elapsed **past the scheduled pickup date** then Pet shall be deemed abandoned and Owner grants Paw Tales authority to place the Pet in the protective care of a rescue group or other pet shelter entity. Owner acknowledges that despite Pet being placed Owner is liable for all costs incurred.
- 11) Costs For Services.**
- a) Owner agrees to pay the rate for services provided by Paw Tales in effect at the time of service, with such rate varying, as applicable on the date Pet is checked in, with such rate being applicable until Pet is released from the Paw Tales' care.
- b) Owner agrees to pay all costs for special services requested and all veterinary costs for Pet during the time Pet is in the care of Paw Tales.
- c) Owner further agrees that the Pet shall not be allowed to leave the Paw Tales until all fees and costs (as due) are paid to Paw Tales by the Owner.
- d) Owner agrees that service pre-paid packages have varying expiration dates, as applicable to each, from the date of purchase of the pre-paid packages. Timely use of pre-paid packages is recommended, as no refunds will be provided after an expiration date.
- 12) Pet Toys and Personal Property.** Owner is cautioned to leave Pet's valuables at home. Paw Tales is not responsible for lost or damaged accessories or possessions belonging to Owner/Pet during Pet's time at Paw Tales. It is recommended to write the Pet's name on any belongings brought to Paw Tales.
- 13) Matting.** Owner acknowledges that pets with mats or matted coats require additional care during grooming. Mats can be very difficult and uncomfortable to remove and may require the dog to be shaved. When removing mats, there is the risk of nicks, cuts, and/or abrasions. Owner agrees that if Pet comes in for grooming and is matted then Paw Tales will not be responsible for any razor burn or nicks due to neglected matted coats. Heavy matting can also trap moisture or urine near the dogs' skin allowing mold, fungus, or bacteria to grow, causing skin irritations that existed prior to grooming. After effects of mat removal procedures can include itchiness, skin redness, self-inflicted irritations or abrasions. Depending on how severe matting on Pet is, an additional charge may be added to normal grooming price.
- 14) Medication Administration.** Owner understands that Paw Tales staff are not veterinarians and must follow strict guidelines when administering medication to Pets. Medication will be administered according to the dosage prescribed on the medication bottle and Paw Tales will not deviate from the prescription. Any medication dispensed by Paw Tales must:
- a) Be in the original packaging / container; and
- b) Said package container must have a label with Owner and Pet's names, the medication's name, dosage, prescribing veterinarian's name and date of issue.
- 15) Legal Stuff We Don't Understand.** This agreement shall be construed in accordance with and governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and that venue for any action shall lie exclusively in Catawba County, North Carolina, and Owner irrevocably consents to jurisdiction in Catawba County, North Carolina. In the event of a disagreement or dispute between Owner and Paw Tales arising out of or connected with this agreement, which cannot be adjusted by and between the parties under the terms and conditions of this agreement, the parties agree to first attempt to privately mediate, through the use of a mediator certified by the North Carolina Dispute Resolution Commission, a settlement and in the event said mediation is not successful submit such disagreement or dispute to binding arbitration in accordance with the rules, regulations and procedures of the North Carolina Revised Uniform Arbitration Act, Article 45C of Chapter 1 of the North Carolina General Statutes. Owner and Paw Tales hereby agree to be bound by the decision of the arbitrator named by the above described arbitration body. Any such mediation

or arbitration shall be held in Hickory, Catawba County, North Carolina and the parties hereto consent to such venue for any and all action which may arise hereunder. In the event of a dispute under this agreement the materially prevailing party shall be entitled to recover all costs and expenses of enforcement, including reasonable attorneys' fees.

**16) Term.** It is intended that this agreement shall be renewed annually by Owner and Paw Tales. Should Pet receive services after December 31, 2024 and Owner has not signed a new Customer Agreement for the then current year then the terms of this agreement shall remain in effect and set forth the agreement of the parties.

I have read and understand this Customer Agreement and I will honor and abide by the terms and conditions set forth.

**OWNER:**

**PAW TALES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ Date Copy of Agreement Given to Owner