

This Agreement (The "**Agreement**") is made and entered into as of _____ (the "_____") between [Hotel for Dogs, Bengaluru, a company having its registered office at [229/1, Muthanallur Cross, Sarjapur Main Road, Dommasandra, Bangalore 562125] ("**HFD**"), and Mr. /Mrs. /Ms. _____, residing at [_____] ("**The Customer**").

WHEREAS, HFD is a provider of boarding, day-care, socialization, swimming and training services for dogs; and

WHEREAS, The Company wishes to provide the said services to the Customer for the agreed upon consideration [as detailed in Annexure A]; and

WHEREAS, The Customer is willing to make such appointment on the terms and conditions contained herein;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Services

HFD provides dog boarding, day-care, socialization, swimming and training services. The Customer hereby engages HFD to provide the services for his/her dog as the terms and conditions set forth in this Agreement and in any supplemental dog information or reservation forms provided in connection with this Agreement by HFD ("**The Services**").

2. Vaccinations

2.1 Prior to availing the Services the Customer is to provide current certified documentation disclosing the vaccination and general medical history of the dog to be boarded which must necessarily include vaccinations for (i) Distemper (ii) Hepatitis (iii) Parvovirus (iv) Para influenza (v) Kennel Cough (vi) Rabies along with recent flea, tick and worm treatments. HFD reserves the right to refuse service to Customers that fail to provide the relevant documentation to its satisfaction prior to the date of availing the Services.

2.2 If the dog to be boarded has been treated for a contagious illness within the 2 (two) weeks preceding the date of availing the Services, the Customer is to provide a statement of health obtained from a licensed veterinarian certifying the fitness and recovery of the dog from the same.

2.3 If the boarded dog becomes ill or if the state of the dog's health otherwise requires attention, HFD at its sole discretion, is authorized to engage the services of a veterinarian or arrange for other requisite attention to the dog as it deems fit. If a veterinarian determines that emergency treatment is needed to save the dog's life or quality of life, and HFD is unable to contact the Customer or his/her Agent (as defined under Clause 3), using the contact information provided by the Customer, HFD reserves the right to authorize the emergency treatment. The Customer agrees to be responsible for all veterinary and miscellaneous medical expenses provided to their dog to this end in addition to the consideration for availment of the Services.

2.4 The Customer agrees to be solely responsible for any and all acts or behaviour of their dog while it is in the care of HFD including but not limited to any destruction of property, dog bites, injury, and transmission of disease by the dog during the period of availment of the Services.

3. Agent

3.1 The Customer must provide, at any time prior to availing the Services, an Agent to act on his/her behalf who is to be (i) and adult over the age of 18 (eighteen) years of age, (ii) someone other than the Customer and (iii) one who remains within [Bangalore] at any time when the Customer is travelling outside the limits of the said city.

3.2 In the event that the Customer cannot be contacted, HFD is authorized to communicate with the Agent in the same capacity as and as a representative of the Customer.

3.3 The Customer agrees to grant full and complete authority to the Agent to make any and all decisions, including those related to the health of the dog and the expenditure of funds, for or on behalf of the Customer and his/her dog when the Customer is unavailable.

4. Payment

- 4.1 The Customer agrees to pay the full and entire consideration for the availment of the Services at the time of boarding his/her dog where the period for which the Services are to be availed is less than 15 (fifteen) days.
- 4.2 Where the period for which the Services are to be availed is greater than 15 (fifteen) days, the Customer undertakes to pay a minimum amount equivalent to half the total consideration payable for the entire period of boarding at any time prior to the date of availing the Services, with the remaining amount to be paid in equal installments on a fortnightly basis thereafter. This does not restrict the Customer from making the full payment prior to the expiry of the time frames outlined in this Clause.
- 4.3 Failure of the Customer to make payments due within 72 (seventy two) hours of the expiry of the said fortnight will attract an interest of 24 (twenty four) percent on the total consideration for availment of the Services.
- 4.4 In the event of a failure to make due payments by the end of a period of 30 (thirty) days from the date on which the first amount becomes due, HFD will commence its 'Abandoned Pet' procedure as detailed in Clause 5.
- 4.5 HFD reserves the sole right and discretion to provide an extension on the time frames noted in this Clause.

5. Abandoned Pet Procedure

In the event that the Customer and/or his Agent fail to pick up with their dog within 72 (seventy two) hours of the expiry of the period of availment of Services despite HFD contacting or attempting to contact the Customer and/or his Agent by telephone/or in writing/or via electronic messaging using the information provided by the Customer or in the event that the Customer and/or his Agent fail to make payments due as mentioned in Clause 5, HFD will (i) be released from all liability and responsibility to the Customer and/or his Agent in regards to his/her dog and (ii) may, at its sole discretion, place the dog up for adoption independently or through a third party adoption partner.

6. Miscellaneous

- 6.1 The Customer releases, indemnifies, and agrees to hold HFD harmless from any and all manner of damages, claims, loss, liabilities, costs or expenses, causes of actions or suits, whatsoever in law or equity, (including, without limitation, attorney's fees and related costs) arising out of or related to the services provided by HFD, except which may arise from the sole gross negligence or intentional and willful misconduct of HFD.
- 6.2 The Customer specifically represents that they are the lawful and valid owner of the pet, free and clear of all liens and encumbrances.
- 6.3 The Customer agrees to allow HFD and its representatives and employees to use his/her dog's name and any images or likeness of his/her dog taken during the period of availment of Services, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials.
- 6.4 HFD is not responsible for the loss of or damage to any personal belongings of the Customer left with his/her dog during the period of availment of Services.
- 6.5 This Agreement is made according to the laws of India and in the event of any disputes or differences between the parties arising from this Agreement, the courts of Bangalore alone shall have jurisdiction to entertain the same.
- 6.6 HFD reserves the right to refuse service as it deems fit and on its own independent discretion.

Signed on this ____ day of _____ by

Mr. / Mrs. / Ms. _____
Customer

Mr. _____
(Hotel for Dogs)

ANNEXURE – A

PAYMENT SCHEDULE

[To be included if required]