

Terms & Conditions

Agile K-9 Academy, LLC d/b/a Ruffgers and its authorized representatives ("Company") and the dog owner ("Owner"), agree to the following terms and conditions ("Agreement") for the dog training, boarding and daycare services ("Services") provided by the Company:

1. **Payment.** Owner shall pay, in advance for all Services. In the event a balance is due at the time of pick up, Owner shall pay at that time.
2. **Daycare Packages.** The purchase of a daycare package does not guarantee a daycare reservation on a desired date. Reservations are filled on a first come, first serve basis. Packages expire one year from the date of purchase and are non-refundable and non-transferable.
3. **Cancellation Policy.**
 - a. *Training Classes & Private Lessons.* A 24-hour notice is required for all missed classes, otherwise that class or lesson is forfeited. Provided the required notice is provided, classes must be made up within the scheduled session and private lessons must be made up within 2 weeks, otherwise the credit(s) is/are forfeited. Classes are non-refundable and non-transferrable.
 - b. *Daycare.* A cancellation notice must be provided prior to the close of business on the day before the booked daycare stay. If proper notice is not provided, the full price of the stay that was booked will be charged.
 - c. *Boarding.*
 - i. A cancellation notice must be provided prior to the close of business on the day before the first day of the booked boarding stay. If proper notice is not provided, a charge equal to one night's stay in the booked accommodation will be billed.
 - ii. *Holiday.* A 3 night minimum stay is required for holidays. A holiday period is considered 3 days before and 3 days after the actual holiday. Holiday reservations require a 50% deposit to be made at least one month prior to the stay to guarantee the reservation. If a deposit is not received one week prior to the reservation, it may be cancelled. If the stay is cancelled seven days or greater prior to the first day of the reservation, a full refund of the deposit will be issued. If no notice, or notice within seven days of the beginning of the reservation is given the deposit shall be forfeited.
4. **Vaccinations.** All dogs must be current on their bordetella, rabies, and distemper, vaccinations, heartworm medication, flea and tick. The Owner agrees to have their veterinarian release those records to the Company.
5. **Leashes & Collars.** All dogs must be kept on a non-retractable leash at all times unless otherwise instructed by a Ruffgers' team member. All dogs must also have a collar or harness, which shall include an identification tag bearing the dog's name and owner's name.
6. **Contact with Unfamiliar Dogs.** The Owner acknowledges and understands that while receiving Services provided by the Company, their dog will come in contact with unfamiliar dogs. The Company uses its best judgment to separate the dogs into like groups of size, activity level and temperament.
7. **Grooming.** The Owner acknowledges and understands that if their dog requires specific and specialized grooming maintenance, it is expected that proper accommodations with a groomer will be made. The Company is not responsible for excessive de-matting or grooming due to regularly scheduled play with other dogs or weather affecting dog(s) fur. Increased activity levels in an outdoor environment may cause an increase in matting.
8. **Food & Meals.**
 - a. *Eating Habits.* The Owner understands that environmental stress may alter a dog's eating habits. A dog may vary in food intake while with the Company, and adjust to the changes when returning to the Owner.
 - b. *Food.* The Owner agrees to provide all food and treats needed for their dog during their stay with the Company. Food and treats can be purchased from the Company for an extra fee. If no food, or not enough food, is provided, the Company will make its best attempt to match the current food, and will add the expense of the food, plus any additional costs associated with purchasing the food, to the balance due at the time of pick-up.
9. **Medical Care.** The Owner understands, acknowledges and agrees that if a medical emergency arises, the Company will make all reasonable efforts to contact the Owner. If the Company determines it is an emergency situation, the Owner authorizes the Company to seek medical attention for the dog at the nearest veterinarian hospital. The Owner shall reimburse the Company for any and all cost of any veterinary care deemed necessary by the licensed veterinarian while in the Company's care. The Company will use its best efforts to adhere to any instructions or Owner instructions as laid out in the Online Registration Form.

10. **Damage to Company Property.** In the event the Owner's dog causes damage to the Company's property while in the facility, the Company reserves the right to seek reimbursement from the Owner for any and all damage caused at replacement value.
11. **Personal Property.** Ruffgers is not responsible for any lost, stolen or damaged personal property that is left at our facilities.
12. **Non-Spayed Dogs.** As Ruffgers does board and allow in day care in-tact male dogs, if a non-spayed female is in heat, it is the responsibility of the owner to provide and enter the facility with a diaper(s) on the non-spayed female dog. If a non-spayed female dog in heat is turned over to the custody of Ruffgers without a diaper, the Ruffgers team has no way of knowing the dog is in heat, and therefore will act as though she is not. Owners are responsible for continuously notifying Ruffgers when a non-spayed female is in heat.
13. **General Release, Waiver of Liability & Hold Harmless.** The Company is engaged in Services which can be dangerous activities and involve the risk of serious bodily injury, illness, and/or property damage, including injury to dogs, handlers, dog owners, spectators and other participants. Accordingly, the Owner agrees that any Services engaged in by while on any premises owned or leased by the Company or any of its affiliates, is done at the Owner's own risk. For and in consideration of the right to enter to engage in the activities conducted by the Company, and for other good and valuable consideration, the Owner, Owner's heirs and personal representatives, do hereby release, satisfy and forever discharge the Company and all of their respective affiliates and subsidiaries and their respective members, managers, shareholders, partners, directors, officers, agents, employees, personal representatives, independent contractors, promoters, sponsors, other participants, other owners, advertisers, sales persons, photographers, volunteers, successors, and assigns from any and all damages suffered by the Owner as a result of engaging in Services with the Company or being present at any premises owned or leased by the Company.
14. **Photo Release.** The Company, its affiliates, assignees, and successors, may use the videotapes, photographs, films, negatives, recordings, plates and/or tapes, and/or motion picture film in which I, or my likeness, or my dog and its likeness ("Depictions"), appear and/or audio recordings made of my voice in any medium ("Recordings"), including print, broadcast, and television, for commercial purposes without compensation. All Depictions and Recordings shall be the property of the Company, its assigns or successors. This consent is given pursuant to Section 540.08, Florida Statutes.
15. **Evacuations.** In the event of an emergency in weather, natural disaster or unforeseen circumstances, the Owner authorizes the Company to arrange for another qualified person or facility to fulfill the responsibilities the Company would have otherwise provided. All reasonable efforts will be made to notify the Owner of the change. If the Owner is not able to pick-up their dog, it is understood the Company cannot be held responsible for injury or death to the Owner's dog.
16. **Authorized Parties.** All Owners must notify the Company in writing of any and all authorized parties who may have access to visit, drop off or pick up their dog from the Company. Unauthorized persons will not have access to the Owner's dog. Verbal authorizations will not be adequate.
17. **Abandonment.** As provided by Section 705.19 (1), Florida Statutes: "Any animal placed in the custody of a licensed veterinarian or bona fide boarding kennel for treatment, boarding, or other care, which shall be abandoned by its OWNER or the owner's agent for a period of more than 10 days after written notice is given to the OWNER or the owner's agent at her or his last known address may be turned over to the custody of the nearest humane society or dog pound in the area for disposal as such custodian may deem proper."
18. **Force Majeure.** In the event a Ruffgers campus has to close due to a force majeure event (hurricane, fire, flood, etc.), outstanding packages and training classes will not be refunded. The Company will make its best efforts to complete necessary repairs or rebuilding, and honor the remaining daycare package credits or classes.
19. **Legal Expenses.** In the event the Owner shall cause the Company to incur expenses in relation to this Agreement, and are either unsuccessful in its challenge or the challenge is rescinded, the undersigned shall be responsible to the Company for all expenses incurred during such event, including but not limited to, reasonable attorney's fees and costs.
20. **Severability.** In the event that a provision of this agreement is held to be illegal or unenforceable, the offending provision shall be severed, with the remainder of this agreement continuing in full force and effect.
21. **Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall be in Collier County, Florida.
22. **No Oral Modifications.** No change, modification, termination, or attempted waiver of any of the provisions of this Agreement shall be binding upon any party to this Agreement unless reduced to writing and signed by the party or parties against whom enforcement is sought.

THIS AGREEMENT CONTAINS A RELEASE AND WAIVER OF LIABILITY FOR THE COMPANY. THE UNDESIGNED HAVE CAREFULLY READ AND AGREE TO THE TERMS HEREOF.