

## **Grooming Profile**

Today's Date:				
Dog Name:	Age:	We	eight:	lbs.
	Sex :			
Is your dog:	☐ Spayed/Neutered	☐ Not spayed/neu	tered	
Vet. Hosp / Contact Na	me	Ph	ione #	
vaccinations. Please sel ☐ Rabies//	ian/Owner is required to ect provide expiration da/	ates for each that ap	pply: patitis	//
OWNER/EMERGENCY (				
	City		ate	
	Secondar			
Email Address				
	CY CONTACT NAME:		Phone # (_	)
☐ A friend ( ☐ TikTok ☐ YouTube	BOUT ROCKY & MAGGIE'S)  □ Website □ E-Mail	☐ Drive-By ☐ Fac ☐ Magazine ☐ TV		
GENERAL HEALTH Does your dog have an If yes, please describe:	y special needs or health	problems?	YES □ NO	
Is your dog currently or If yes, please describe:	n any medications?	□ YES □	NO	



## Grooming Policies, Procedures, and Release, Waiver of Liability, Assumption of Risk and Indemnification Agreement

I, the undersigned, hereby acknowledge and agree that all the information provided in this document is complete and accurate to the best of my knowledge. I further acknowledge and agree I have read, understand and agree to all terms and conditions contained in the Grooming Policies, Procedures, and Release, Waiver of Liability, Assumption of Risk and Indemnification Agreement (the "Agreement"), as they may be amended from time to time, which are attached and fully incorporated into this Agreement by reference. I hereby execute the Agreement for my dog, myself and my heirs, successors, representative and assigns. I further attest that if I am not the sole owner or representative of the dog subject to this application that my signature is sufficient to enter into this Agreement for and on behalf of any other owner or representative.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE Rocky and Maggie's, Inc. AND RELATED PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

In consideration for my Dog being permitted to be a client at **Rocky & Maggie's, Inc.** I make the following representations and agree to the following policies, procedures, terms and conditions:

1. CONSENT. I entrust my pet to Rocky & Maggie's, Inc. for the purpose of grooming my dog. I understand and am aware that all due care will be taken with my dog for the safety of the dog and the groomer. I am aware that cysts, skin conditions, and ear infections can develop under a dog's coat and be a cause for problems after grooming such as clipper/brush irritation. Additionally, if my Dog is wiggly or doesn't remain still during grooming, nicks/scrapes from clippers or scissors can occur. Costs for veterinary care will be the responsibility of the Pet Owner per section 16. VETERINARIAN LIABILITY AND CARE.

## 2. DEPOSITS

- For first time clients, a 50% deposit of the services being booked is required.
- All deposits are used as partial payment towards your service.
- Deposits are non-refundable.
- Deposits will be taken as payment towards any cancellation or no-show fee's due as per our Cancellation and Rescheduling Policy above.
- Deposits can be taken over the phone, online or at the Salon. Please note we do not hold clients credit card details on file.
- **3. PRICING.** Pricing is based on breed, hair length, coat condition, temperament, age, and grooming history. Please be advised a surcharge will apply if your dog is matted (see **6. MATTED COAT**), requires extra bathing in addition to our standard process, has fleas, or has not been groomed within the recommended grooming schedule for their breed. All prices shown are guide prices only, we will give



you an exact cost at your pre-treatment consultation. Puppy prices are only applicable to dogs under 6 months of age. Please call for breed specific prices. For some breeds an additional clip off or a hand-strip service may be required.

- **4. CANCELLATION & RESCHEDULING.** Please understand that when you forget or cancel an appointment without giving enough notice we miss the opportunity to fill that appointment time, and clients on our waiting list miss the opportunity to receive our services. As our groomers time is reserved specifically for your dog we cannot provide any exceptions to this policy and the following fee's and terms apply
  - There are no fees applied for cancellations or reschedules that have given 48 hours or more notice.
  - Cancellations or reschedules giving less than 48 hour notice will result in a charge equal to 50% of the reserved service amount.
  - No Shows or Cancellations on the day of the appointment will be charged 100% of the reserved service amount.
  - Clients who have missed a previous appointment will be asked to pay in full when booking all future appointments. These payments are non-refundable in the instance of a no show. In the instance of a rescheduling of an appointment giving less than 48 hours notice the rescheduling fee will be deducted from the advance payment.
  - To book your next appointment, any cancellation and rescheduling fees must be paid in full.
  - Gift cards risk part or full forfeit as per the above policies if less than the appropriate cancellation notice is given.
  - Rescheduling of appointments cannot be processed via our online booking system. Every online booking will be taken as a new appointment, and any prior scheduled appointments not attended will result in a no-show fee.
  - Please do not cancel an appointment by responding to the automated text message appointment reminder provided as this does not remove an appointment from the schedule and no-show fees will be incurred.

To reschedule or cancel an appointment please call the salon at 713-492-0656. If you are cancelling your appointment outside normal working hours please leave a voicemail providing your name, dogs name, date and time of appointment. A member of staff will follow up with you by phone during salon hours.

- **5. LATE ARRIVALS.** Please make it your priority to arrive on time for all appointments as appointment times are not flexible. While we do our utmost to accommodate clients that arrive late, clients arriving more than 15 minutes late may miss their treatment time. We do appreciate clients may be late through no fault of their own, however we also have a duty to our other clients who keep to their appointment times.
  - We reserve the right to charge the full price of appointments that are missed due to client lateness.



• Pre-payment for future services will be requested when a client has been late for 2 or more previous appointments.

This policy enables us to run an efficient salon and provide the required time needed to service all of our clients. We confirm appointments at the time of booking and 24 hours prior to your appointment date. However, if we are unable to reach you, please understand that it is your responsibility to remember your appointment date and time to avoid a late arrival, missed appointment, and the cancellation fee.

- **6. MATTED COAT.** I am aware that if my dog's coat is matted, I have the following three (3) options:
  - a. I can brush the coat out and return later for grooming.
  - b. Rocky & Maggie's, Inc. can de-mat my dog, billed in addition to the regular grooming fee, (assuming it does not place too much stress on the dog). I understand that time and costs associated with de-matting are unpredictable and subject to the condition of my Dog.
  - c. Request a shave down and start over. Additional fees may apply.
- **7. VACCINATIONS.** If your dog has not been vaccinated before or their previous vaccination is out of date please leave 14 days from the date of vaccination and the appointment date of their treatment. We regret that we are unable to groom puppies until 2 weeks after their 2nd vaccination.
- **8. FLEAS.** Please note that dogs with flea's cannot be accepted. If your dog has fleas please treat them prior to visiting the Salon. Should your dog be brought to us with infestation which is discovered after the groom has started a flea surcharge of \$50 will apply. This covers the coat of flea elimination: pets with fleas are washed 2-3 times with special shampoo, towels must be bagged and laundered separately, and the Salon must be thoroughly cleansed and disinfected.
- **9. EXTENDED GROOMING TIMES FOR ELDERLY AND DISABLED DOGS.** We pride ourselves on our experience when handling nervous, elderly, and disabled dogs. To ensure we can allocate the time to treat these dogs at a pace that addresses their specific needs a surcharge will apply to cover the extra time required, this is charged at \$25 per hour and will be discussed with pet parents prior to the groom. This surcharge also applies to any extra time needed during the grooming process as a result of a dog's temperament or behavior.
- **10. PET BEHAVIOR.** Rocky & Maggie's has the right to refuse service for any reason. In the event your Dog cannot be groomed safely (without danger to the groomer/employees/others), services may be stopped at any point in the grooming process. The same day cancellation fee may apply.
- 11. LATE PICK UP FEES. Pick up will be due at the time arranged either at the pre-treatment consultation or when the pet parent is contacted. Pet parents that are later than 30 minutes picking up their dog will be charged a sitting fee of \$10 per 15 minutes. If pet parents are unable to meet this pick up window we recommend booking our pet concierge. The pet concierge is only available at the time of booking your pets grooming appointment to ensure we have the staff available to care for your pet. For end of day pick-ups unless otherwise arranged between Rocky & Maggie's Inc. and the pet parent, if the owner or



certified representative have not collected their dog by 15 minutes after the Salon close time and no arrangement has been discussed, and Rocky & Maggie's Inc. cannot contact the pet parent or the emergency contact number provided, then Rocky & Maggie's Inc. reserves the right to board the dog overnight in lodgings that are available at the owner's expense. There is a \$300 charge for this overnight service.

- 12. ABANDONED DOGS. Rocky & Maggie's is a place where all Dogs are carefully groomed. No Dog may be abandoned at Rocky & Maggie's. I agree that I will not neglect to pick up my Dog without providing notification. Any Dog that is left at Rocky & Maggie's without any contact, instruction, or notification from me, of the ability, willingness or plans to pick him/her up by myself or my personal representative or agent, will be considered abandoned upon the third day of such notification failure. I understand that if I abandon my Dog at Rocky & Maggie's, Rocky & Maggie's will, by default, become the legal owner and guardian of the Dog. Rocky & Maggie's will, in its sole discretion, determine whether to try to rehome and adopt the Dog from the Rocky & Maggie's location at which he/she was abandoned or will relinquish the Dog to an unrelated shelter of its choice. I FULLY UNDERSTAND AND AGREE THAT IF I ABANDON MY DOG AT ROCKY & MAGGIE'S I MAY BE UNABLE TO RETRIEVE POSSESSION OF MY DOG AND WILL HAVE NO RECOURSE AGAINST ROCKY & MAGGIE'S AS PROVIDED FOR BELOW. FURTHER, I FULLY AGREE TO PAY FOR ALL CARE PROVIDED WHILE MY DOG IS IN ROCKY AND MAGGIE'S CARE, WHICH WILL BE CHARGED TO ME AT NO LESS THAN \$300.00/DAY UNLESS OTHER ARRANGEMENTS ARE MADE. PAYMENT MUST BE MADE PRIOR TO RELEASING YOUR DOG TO YOUR CUSTODY.
- 13. DUTY TO DISCLOSE. If my pet is not feeling well (e.g. vomiting, diarrhea, kennel cough, etc) I will not bring him/her to the Salon for their own comfort and the safety of our other canine clients. I will advise Rocky & Maggie's Inc. staff of any change in my dog's health or medical condition upon arrival so that Rocky & Maggie's may update my pet's file. Rocky & Maggie's is unable to accept dogs which are in canine estrus or are pregnant.

I have disclosed and will continue to disclose on an ongoing basis, any and all medical or other conditions, including but not limited to personality concerns or behaviors that may affect, limit or prevent my Dog's ability to be cared for by Rocky & Maggie's, its employees, subcontractors or affiliates.

- **14. DOG PHOTOS AND VIDEO RELEASE**. I Agree to allow any ROCKY & MAGGIE'S location, its owners, employees, officers, directors and agents to use my Dog's name and any images or likeness of my Dog taken while he/she is a Dog at Rocky & Maggie's, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials. I agree that this provision shall be binding on me and all of my successors, heirs, legal representatives and assigns.
- **15. PERSONAL PROPERTY.** I agree that Rocky & Maggie's shall not be responsible or liable for any lost, stolen, or damaged personal property belonging either to my dog or me. I also understand and agree that my Dog's collar may be removed in the grooming area to prevent injury to any Dog.



- **16. RETURNS POLICY.** Grooming and spa packages are non-refundable, non-transferable and non-exchangeable. Please refer to our Return policy for any products purchased from the retail part of the store.
- **17. VETERINARIAN LIABILITY AND CARE.** I agree to allow Rocky & Maggie's to obtain medical treatment for my dog, if, in its sole discretion it appears that, he/she is ill, injured due to the Dog's behavior or any skin, coat or other previously undiscovered condition, or exhibits any other behavior that would reasonably suggest that my Dog may need medical treatment. I AGREE THAT I AM FULLY RESPONSIBLE FOR THE COST OF ANY SUCH MEDICAL TREATMENT, AND FOR THE COST OF ANY TRANSPORTATION FOR THE PURPOSES OF SUCH TREATMENT, PROVIDED TO MY DOG.
- **18. SEVERABILITY.** If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.
- 19. WAIVER, RELEASE AND INDEMNIFICATION. I HEREBY AGREE TO EXPRESSLY AND FOREVER GENERALLY WAIVE, DISCHARGE CLAIMS, INDEMNIFY, RELEASE FROM LIABILITY, SAVE, HOLD HARMLESS, AND DEFEND ROCKY & MAGGIE'S, THEIR INVITEES, SPONSORS, ADVERTISERS, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AGENTS, REPRESENTATIVES, LEASORS, AND ALL OTHERS HAVING INTEREST IN ROCKY & MAGGIE'S (THE "RELEASES") FROM AND AGAINST ANY AND ALL INJURY, LIABILITY, CLAIMS, LITIGATION, ACTIONS, SUITS, COSTS, LOSSES, DAMAGES, ATTORNEY'S FEES, EXPENSES OR DEMANDS OF EVERY CHARACTER WHATSOEVER ON THE ACCOUNT OF, ARISING OUT OF, RESULTING FROM OR RELATING IN ANY WAY TO (I) ANY ACT OR OMISSION OF THE RELEASES, INCLUDING NEGLIGENCE, AND (II) MY OR MY DOG'S PARTICIPATION IN GROOMING, OR OTHERWISE. I AGREE THAT THIS RELEASE SHALL BE BINDING ON ME AND MY SUCCESSORS, HEIRS, LEGAL REPRESENTATIVES, AND ASSIGNS. I ALSO EXPRESSLY AND FOREVER RELEASE ROCKY & MAGGIE'S FROM ANY DUTY TO PROTECT ME OR MY DOG(S) FROM INJURY OF ANY KIND AND AGREE THAT EVEN IF ROCKY & MAGGIE'S CHOOSES TO IMPLEMENT SAFETY PRECAUTIONS, SUCH ACTIONS SHALL NOT ALTER THE FACT THAT I HAVE RELEASED ROCKY & MAGGIE'S FROM ANY DUTY TO PROTECT ME OR MY DOG(S). I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS "GROOMING POLICIES, PROCEDURES AND DOG RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT" (THE "AGREEMENT") AND I HAVE SIGNED FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT PERMITTED BY THE LAW.

Owner's Signat	ture	 	
Printed Name		 	
Date			

Note: Please provide a grooming profile for <u>each</u> of your pets. Only <u>one</u> "Grooming Policies, Procedures, and Release, Waiver of Liability, Assumption of Risk and Indemnification Agreement" is needed from each family.