

Pet Services Policies and Liability Waiver

This is an Agreement between Happy Dog Spot, LLC (hereinafter called "HDS") and the pet owner (hereinafter called "Owner").

A. Pet Services Policies

To ensure the safety of dogs in our care and fairness to our clients, HDS requires that all clients comply with the following:

Proof of Vaccination: All dogs must remain current on vaccinations including Rabies, Distemper, and Bordetella. A copy of these records must be provided by the owner prior to the dog being admitted for daycare, boarding, grooming or training.

Leashes: All dogs must be leashed and under control when entering and exiting the HDS facility including the office and parking lot. A regular leash is preferred over a retractable leash.

Admission and Temperament Evaluation: All dogs must pass a temperament evaluation prior to participating in the interactive Daycare and Boarding environment. HDS reserves the right to deny admittance for any reason at any time.

Spay/Neuter: All dogs participating in Daycare or Boarding must be spayed or neutered by nine (9) months of age. No exceptions.

General Health:

Communicable illness: HDS will isolate any dog with signs of a communicable illness, and will call the owner for immediate pick-up. Dogs that have been ill with any communicable condition (such as kennel cough, Giardia, Canine Papilloma Virus) will not be admitted until pet is symptom-free for a minimum of 10 days or written veterinary clearance is provided. Any health concerns, i.e. coughing, diarrhea, rash, etc., should be brought to the attention of a HDS staff member before the dog is left in the care of HDS.

Nails: Daycare and Boarding dogs need to have their nails maintained at a reasonable length to prevent injury to themselves and other dogs. HDS will provide this service for a nominal charge if nails are not maintained at an appropriate length.

<u>Fleas</u>: All dogs must be free of fleas. HDS will immediately treat any sign of fleas by bathing the dog at the owner's expense. Regular bathing charges will apply. It is highly recommended that dogs are kept on year round flea prevention.

Daycare and Boarding Reservations: Happy Dog Spot strives to maintain a 1:15 person to dog ratio for playgroups. To ensure proper staffing, advance reservations are required.

<u>Daycare</u>: Standing reservations are encouraged. If a daycare reservation cannot be kept, please notify HDS by phone or email 24 hours in advance so that opening can be offered to someone else. HDS reserves the right to charge the current DayRate or deduct a visit from a previously purchased daycare package for no show appointments. Daycare dogs should arrive before 9am. Any daycare dogs not picked up by 6:30pm will be boarded for the night and can be picked up the next day. Additional charges will apply.

<u>Boarding</u>: A credit card (Visa, MasterCard, or Discover) with a valid expiration date is required to confirm a boarding reservation. Holiday and Peak Season Reservations cancelled less than 48 hours of the check-in date or no show on check-in date may result in a \$45 cancellation fee charged to the credit card on file. Holiday Boarding Reservations require a minimum charge of 3 Board Nights. We will be closed for pick-up and drop-off on all major holidays.

Boarding Check-in is anytime during our regular office hours. The full boarding fee is applicable on day of drop-off day regardless of check-in time. **Check-out time is Noon Monday – Sunday.** An additional ½ day rate applies thereafter. After Hours Drop-off or Pick-up appointments can be arranged in advance (an additional fee will apply).

Owner's contact information: Please notify the staff of any change in contact information (phone, address, or veterinarian) provided at enrollment so records can be updated accordingly.

Hours: Office hours are 7am - 6:30pm Monday - Friday, 9am - Noon Saturday, and 10am - Noon OR 5pm - 7pm Sunday.

Fees: All fees are due at the time of service. Boarding fees are due at pick-up.

Refunds:

<u>Daycare</u>: Discount packages are non-transferable and non-refundable except at HDS's discretion.

<u>Training</u>: Registration and payment of the enrollment fee is a binding commitment that the owner and dog will attend the class sessions. No make up sessions or refunds are offered for missed classes except at HDS's discretion.

Pictures: Numerous pictures are taken of the dogs playing at Happy Dog Spot. Pictures may be posted to our website, Facebook, or used in promotional materials at no compensation to the dog's owner. If you do not wish your dog's likeness to be used, please let us know.

Changes: Prices are subject to change without notice. All clients will be notified regarding policy changes either by letter or by posting in the office.

By signing this agreement, Owner acknowledges his or her understanding and acceptance of this agreement in its entirety (pages 1 and 2).

Owner's Name (Please Print):	
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Owner's Signature:	Date:

B. Liability Waiver

- 1. Owner agrees to pay for pet care services provided at the rate in effect on the date pet is checked into HDS for Boarding, Daycare, Grooming, or Training. Owner further agrees to pay all costs and charges for special services requested, and all veterinary costs for the pet during the period said pet is in the care of HDS. Owner further agrees that the pet shall not leave the facility until all charges due are paid by Owner or proper payment arrangements are agreed upon by both parties. All Charges incurred by Owner shall be payable upon pickup of pet, or when billed by HDS at address listed on file.
- 2. By signing this Agreement with HDS, Owner certifies to the accuracy of all information provided about said pet including any pre-existing health conditions or history of aggression towards any person or any other dog. Owner specifically represents to HDS that, to Owner's knowledge, the pet has not been exposed to any contagious diseases within a thirty day period prior to check-in. During the period of this Agreement, Owner also agrees to notify HDS of any known exposure of pet to a communicable disease including, but not limited to, kennel cough, Canine Papilloma Virus, and Giardia. Owner agrees to withhold pet from attending HDS until pet is symptom-free for a minimum of 10 days or written veterinary clearance is provided. Owner further agrees to maintain currency of vaccinations and preventative flea/tick treatment as required by HDS policy. Owner further agrees to be financially responsible for any required treatment for fleas/ticks, if determined necessary by HDS. HDS reserves the right to deny admittance to Owner's pet for any reason at any time.
- 3. HDS shall exercise reasonable care for the pet delivered by the Owner to the pet care provider. **Owner recognizes and accepts potential risks involved in an environment where pets co-mingle in groups.** The Owner further agrees to be solely responsible for any and all acts or behavior of said pet while it is in the care of the pet care provider, to include payment of costs for injury to staff or other animals or damage to facilities caused by the pet.
- 4. If pet becomes ill or injured, or if the state of the animal's health otherwise requires professional attention, HDS, in its sole discretion, may engage the services of a veterinarian or administer medicine or give other requisite attention to the animal, and the expenses thereof shall be paid by the Owner.
- 5. Owner understands that pet may be placed in a crate for "time outs", rest periods, overnight care, or if injured. Owner understands that water squirt bottles and citronella bark collars may be used for correction. Owner understands that pet may be muzzled for its protection or the protection of the HDS staff. Owner understands that diapers may be used on dogs that exhibit chronic marking behaviors.
- 6. Owner specifically represents that he or she is the sole owner of the pet, free and clear of all liens and encumbrances.
- 7. Owner understands that if the pet is left at HDS for a period of three (3) days beyond agreed pick-up date without contact from the owner, or another responsible party, the pet will be considered abandoned and necessary steps will be taken to turn the animal over to the proper authorities.
- 8. Owner understands and agrees that HDS will not be liable for problems, damage, or injury caused by or to the pet provided reasonable care and precautions are followed by the HDS staff. Owner understands that HDS is fully insured. Owner releases HDS of any liability arising from the pet's attendance and participation in Boarding, Daycare, Grooming, or Training with HDS.
- 9. This Agreement contains the entire agreement between the parties. All terms and conditions of this Agreement shall be binding on the heirs, administrators, personal representatives and assigns of the Owner and HDS.
- 10. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this Agreement, shall be settled in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any Court having jurisdiction thereof. The arbitrator shall, as part of the award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party.