

Happy Paws Daycare and Kennel Boarding Agreement  
Revised 5/11

This agreement is between Happy Paws Daycare and Kennel, LLC and:

Name of Pet Owner: \_\_\_\_\_

Name of Pet: \_\_\_\_\_

Sex: f m, Age: \_\_\_\_\_, Breed: \_\_\_\_\_

Colors and/or Markings: \_\_\_\_\_

Name of Pet: \_\_\_\_\_

Sex: f m, Age: \_\_\_\_\_,

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

If a 'mix' list dominant breed further space for other: \_\_\_\_\_

Colors and/or Markings: \_\_\_\_\_

This Agreement shall remain on file with DAY CARE and is intended to be used by both parties so long as PET may, from time to time, be placed in the care of DAY CARE by OWNER.

Any third party dropping off PET with DAYCARE warrants to them that they have been fully authorized by OWNER to drop off PET and that in the event OWNER does not pay their bill, the third party will be responsible for the entire amount of the charges. Third party shall be required to provide proper identification and written and signed authorization by OWNER to DAY CARE at the time of drop off.

This is a mutual Agreement between DAY CARE and OWNER for the care and supervision of PET and it is the desire and intent of OWNER to contract with DAY CARE for these services and agree to the following mutual promises. In consideration of these mutual promises both DAY CARE and OWNER have fully read, understand and agree to the following:

DAY CARE agrees to:

1. Supervise and care for PET providing reasonable care and basic necessities including nourishment and facilities so that the health and safety of PET will be maintained within standards found in the pet care industry for care of animals in similar facilities.
2. To provide, to the best of its ability and in compliance with pet care industry standards of care, the health, safety and well being of PET as agreed by the parties in this Agreement.
3. To reasonably follow the instructions of OWNER, to the best of DAY CARE'S ability, in regards to the care of PET during their stay with DAY CARE.
4. To provide safe and sanitary housing, general conditions and play areas for PET and to take any precaution necessary, at the sole discretion and judgment of DAY CARE, to insure a safe and happy stay at DAY CARE for PET.
5. To allow only qualified and trained employees to handle and care for PET and to fully supervise the activities and interactions of PET and any and all employees of DAY CARE.
6. To carefully evaluate any play mates of PET and take every precaution to insure as safe a play environment as possible, given the inherent nature and instinctual behavior of animals.
7. To monitor and keep the facility well maintained in good working condition, safe and free from dangerous objects or defects.
8. To carefully sanitize PET'S accommodations and feeding bowls or buckets and to monitor the mixing and use of chemicals and their containers that PET might be exposed to.
9. To take reasonable precautions to safeguard the well being of PET during their stay with DAY CARE and to make every effort, without exception, to be sure that all animals under DAY CARE'S care are healthy.

OWNER agrees to:

1. Inform DAY CARE of any known health or temperament issues relating to PET. To immediately inform DAY CARE of PET'S exposure, to harmful or communicable diseases that may affect PET or other animals that PET may come in contact with during their stay with DAY CARE.
2. To conform and comply with any and all Policies set forth by DAY CARE. DAY CARE reserves the right to modify their policies, without notice to OWNER, at any time.

3. To provide DAY CARE with any documents or information related to PET necessary to insure the health and safety of PET, including but not limited to proof of current vaccinations required by DAY CARE, prior history of temperament problems with other pets, people or other issues that may affect PETS ability to safely interact with other animals or persons under the supervision of DAY CARE.
4. To warrant to DAY CARE that all information provided to DAY CARE by OWNER is complete, true, correct and that OWNER has made a good faith effort to communicate and provide DAY CARE with any and all information that may be pertinent to the health and safety of PET.
5. OWNER clearly understands, without reservation, that DAY CARE will make every effort to provide a safe and healthy environment for PET; however, OWNER understands that PET is an animal, with basic instincts that cannot always be anticipated by even the most experienced pet care professional.
6. OWNER assumes the risk of leaving PET in the care of DAY CARE and understands that PET may be exposed to possible injury or illness while playing or interacting with other animals and holds harmless DAY CARE from any liability associated with the care of PET while in the custody of DAY CARE, including but not limited to communicable and airborne diseases.
7. OWNER further, fully and without reservation, agrees to grant to DAY CARE full permission to care for PET in any way that DAY CARE feels is in the best interest of PET, including but not limited to veterinary visits, administration of medications prescribed by a licensed veterinarian or administration of other medications prescribed by a licensed veterinarian, but normally administered by OWNER in the normal course of PET'S daily routine in the home environment and to provide DAY CARE with directions for administration of same. OWNER agrees to hold harmless DAY CARE for any injury to PET as a result of the administration of these medications, so long as DAY CARE complies with the standard procedures normally used to administer medications of this kind. This shall include but not be limited to - administration of chemicals for the treatment of external parasites (fleas, ticks, lice et.) or the control of any other communicable parasites or diseases that may cause injury to other animals that may have contact with PET.
8. Should DAY CARE determine that PET is not an acceptable resident of their facility or that PET may cause injury or harm to another pet or human, DAY CARE reserves the right to terminate the care and this Agreement and DAY CARE agrees to refund any balance remaining unused for the care of PET. Clearly the refund will be a pro rata portion of fees paid in advance by OWNER to DAY CARE.
9. OWNER will pay to DAY CARE, at the time of check out and pick up of PET all payments and costs incurred in the course of PET'S care by DAY CARE, promptly and before PET is released back into the custody of OWNER.

10. OWNER is fully aware of and assumes the inherent risk associated with free roam daycare activities and expressly assumes all risk of injury to PET during the time DAY CARE has care, custody and control of PET. These risks include, but are not limited to playing, running, biting, chasing, falling, colliding with other animals or objects, running away, wrestling, certain hazards such as surface and subsurface conditions, that may result in injury, harm or possible death of PET. OWNER further recognizes and accepts the unpredictability of PET'S reaction to sounds, sudden movement, unfamiliar objects, persons or other animals..

11. DAY CARE will take every reasonable precaution to provide a safe environment for PET, but does not promise or warrant that PET'S stay with DAY CARE will be free of accidents, injuries, dog fights, or other normal, instinctual animal behaviors. OWNER also agrees and recognizes that in the event of an altercation between animals, DAY CARE may find it necessary to employ non-violent methods and techniques such as spraying with water, shouting, and other methods of restoring order.

12. OWNER agrees to defend, indemnify and hold DAY CARE and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to the Service(s) or otherwise arising under this Agreement. DAY CARE shall not be held liable for any illness, death, disease, or injury incurred by the PET while in the care, custody and control of DAY CARE.

13. OWNER AGREES that DAY CARE will under no circumstances be held liable by OWNER for any damages or liability whether indirect, incidental, including but not limited to special, exemplary, consequential or punitive damages claimed in connection with any incident or cause of action in contract or tort or any other legal theory or remedy, arising in relation to DAY CARE'S services or failure to provide services under this agreement.

14. It is expressly agreed by OWNER and DAY CARE that in any event, any liability shall in not exceed the current chattel value of an animal of the same species as PET. OWNER further agrees to be solely responsible for any and all acts or behavior of PET while it is in the care of DAY CARE including payment of costs for injury to staff or other animals or damage to facilities caused by PET.

In addition, OWNER agrees to provide DAY CARE at least twenty-four hours notice in advance of any cancellation of reservation. In the event that OWNER fails to provide notice, DAY CARE shall charge OWNER for any costs or loss of profit related to the cancelled reservation.

In the event OWNER designates a third party to pick up PET, third party will be required to show some form of identification to DAY CARE. OWNER will provide a

WRITTEN release to DAY CARE naming the third party and DAY CARE shall be entitled to keep that release along with other records associated with PET. OWNER further warrants that the third party shall be held liable and responsible for the care and safety of PET and for all costs and charges incurred by PET during its stay with DAY CARE. DAY CARE will make every attempt to insure that the correct animal is released to OWNER or a third party, however OWNER recognizes that many breeds and mixed breeds have similar physical characteristics and identities can sometimes be mistaken. Should this occur, OWNER agrees to promptly and safely return the animal and likewise, OWNER releases DAY CARE from any liability related to the mistaken release of PET to the wrong party.

This Agreement embodies all the mutual agreements, whether written or oral, understanding, statements or representations of the parties and can only be modified in writing and if signed by both parties. Should any provision of this Agreement be found or adjudicated to be illegal or unenforceable, all other provisions shall remain in full force and effect. OWNER - INITIAL ONE SELECTION BELOW TO CONFIRM YOUR INTENT:

\_\_\_\_\_ AFTER CAREFULLY AND FULLY READING THIS AGREEMENT AND UNDERSTANDING ALL THE RISKS AND DANGERS ASSOCIATED WITH PET'S STAY AT DAY CARE, OWNER SPECIFICALLY AND WITHOUT RESERVATION AUTHORIZES DAY CARE TO ALLOW PET TO PLAY AND FREE ROAM WITH OTHER ANIMALS IN THE PLAY YARD. OWNER SPECIFICALLY AND WITH OUT EXCEPTION ASSUMES ALL RISKS AND LAIBILITIES THAT MAY BE ASSOCIATED WITH PET'S STAY AT DAY CARE.

\_\_\_\_\_ OWNER DOES NOT AUTHORIZE DAY CARE TO ALLOW PET TO PLAY OR FREE ROAM AND INTERACT WITH OTHER ANIMALS DURING THEIR STAY AT DAY CARE. OWNER SPECIFICALLY DIRECTS DAY CARE TO KEEP PET SEPARATE FROM OTHER ANIMALS AT ALL TIMES DURING PET'S STAY AT DAY CARE.

OWNER agrees to complete the information regarding PET below the signature block and to accurately and fully provide DAY CARE with the information requested.

By signing this Agreement and leaving PET in the care of DAY CARE, OWNER certifies the accuracy of all information provided to DAY CARE about PET.

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 DAY CARE.

IN WITNESS WHEREOF, OWNER and DAY CARE, having fully READ, AND MUTUALLY AGREE, execute this Agreement on the date below:

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

Owner Signature: \_\_\_\_\_

Owner Print: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Email: \_\_\_\_\_

Primary Telephone: \_\_\_\_\_

Owner Physical Address: \_\_\_\_\_

Current Vet: \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION:**

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

**SPECIAL INSTRUCTIONS:**

\_\_\_\_\_  
\_\_\_\_\_

DAY CARE agrees to administer medication to PET. PET is presently under the care of the above named veterinarian who has prescribed medication(s) for certain medical condition(s). OWNER warrants that they have fully and carefully explained the dispensing information/instructions and the effects of this medication to DAY CARE and attached complete dispensing instructions and emergency information. I acknowledge that the services of DAY CARE will be performed in accordance with my instructions contained herein. I waive any claim against DAY CARE unless DAY CARE is found to be negligent, according to pet care industry standards of care and does not perform as agreed herein.

SIGNATURE: \_\_\_\_\_ of Owner (or person dropping off pet).

DATE: \_\_\_\_/\_\_\_\_/20\_\_\_\_.