

OWNER/PET INFORMATION SHEET & SERVICES AGREEMENT

OWNER CONTACT INFORMATION

Name	
Address	
Home Phone	
Work Phone	
Alt. Phone	
Email Address	

EMERGENCY CONTACT/VETERINARIAN INFORMATION

Emergency Contact Name	
Emergency Contact Phone	
Name of Vet. Hospital	
Referred By	

DOG(S)' INFORMATION

First Dog

Second Dog

Name:		Name:	
Breed:		Breed:	
Color(s)		Color(s)	
Sex:	Spayed/Neutered:	Sex:	Spayed/Neutered:
Birth date:	Weight:	Birthdate	Weight:

Third Dog

Fourth Dog

Name:		Name:	
Breed:		Breed:	
Color(s)		Color(s)	
Sex:	Spayed/Neutered:	Sex:	Spayed/Neutered:
Birth date:	Weight:	Birthdate	Weight:

****Please Provide any information we should know about your dog(s):** _____

SERVICES AGREEMENT

This Services Agreement (this "Agreement") is made and entered into on the date undersigned and shall be deemed effective on date undersigned by and among Welsch Dog Daycare, LLC DBA Bone-a-Fide Dog Ranch ("Provider") and _____ ("Owner").

I. TERMS OF SERVICE

1. **Representations.** With respect to the dog or dogs (hereinafter, "dog" representing both singular and plural) identified in the preceding Information Sheet, Owner represents and affirms the following:
 - a. The dog is in good health;
 - b. Owner's dog has received the inoculations indicated by the records presented to Provider including: DHLPP (Distemper), Rabies and Bordetella (kennel cough);
 - c. Owner will provide proof of a negative fecal test taken no more than six (6) months prior to boarding or daycare;
 - d. The dog is receiving ongoing preventative care for fleas and ticks;
 - e. The dog has not harmed or shown aggressive/threatening behavior towards any person or any other dog;
 - f. The dog has not exhibited prior behavior indicating it could jump over or dig under fences;
 - g. If Provider and/or its staff believe that the dog requires medical attention, Provider will make best efforts to contact Owner. However, if Owner cannot be reached or an emergency does not permit Provider to timely reach Owner, Owner authorizes and approves any medical treatment recommended and/or administered by a veterinarian.
 - h. Owner shall be solely and fully responsible for payment of any and all medical bills incurred on the dog's behalf while the dog is in Provider's custody;
 - i. Owner shall fully and promptly reimburse Provider for any out-of-pocket or other expenses incurred by Provider resulting from obtaining medical treatment for the dog;
 - j. Owner, to the greatest extent permissible under the law, releases and waives Provider, its officers, agents and employees from any and all responsibility, claims, debts or damages related to the providing of medical care for the dog while in Provider's custody;
 - k. Owner understands the benefits of dog socialization and is requesting that Owner's dog be placed in a socialized environment while in Provider's custody. Owner understands and accepts that in such a socialized environment, Owner's dog may be subject to scrapes, cuts and/or more serious injuries that cannot be predicted;
 - l. Owner understands and accepts that small dogs may be mixed with large dogs or vice-versa depending on the temperament, age and personality of the dog;
 - m. Owner understands that both daycare dogs and boarded dogs are allowed to freely mingle both indoor and outdoors. Unless specifically requested, Owner acknowledges and agrees that, when boarding, Owner's dog may be sleeping in the same kennel-free room as other dogs and that this area will not be directly supervised at all times;
 - n. Owner understands and accepts the risks of communal, kennel-free boarding and/or daycare including injury and/or catching a communicable disease (including fleas or ticks);
 - o. Owner is aware of the unpredictable nature of dogs and understands that an interaction could occur resulting in injury to Owner's dog or to other dogs, people or property. Owner understands and explicitly agrees to be solely financially responsible for any and all acts of behavior of Owner's dog occurring during the term and time of this Agreement and specifically waives and agrees to release Provider from any liability with respect to its dog of any kind, character, or nature whatsoever, arising out of or from boarding the dog, or any and all damages which may accrue from any other cause whatsoever including loss by fire, theft, running away, death, injury to persons, animals or property, or death or injury to any other animal caused by the dog during the term of this Agreement, whether the dog be on the Provider's premises or not;
 - p. Owner shall be solely financially responsible for any injury or illness caused by Owner's dog to another dog;
 - q. Owner shall agree to, to the fullest extent permitted under the law, indemnify, hold harmless and defend Provider against any claim or damages (including reasonable costs, including legal fees and expenses), incurred by Provider in connection with or arising out of any action, suit or proceeding instituted by a third-party against Provider where Owner's dog is alleged to have caused the third-party damage or injury of any kind to the third-party or third-party's dog.
 - r. Provider has the right to refuse service at any time for any reason due to safety concerns or illness;
 - s. If the dog displays undesirable behaviors (e.g. aggression or destructive behavior), Owner agrees that Provider may temporarily "kennel" the dog or transfer the dog to another kennel for any reason deemed appropriate solely in Provider's sole determination. Provider will make best efforts to notify Owner of any such transfer.
2. **Pickup at Owner's Premises.** For any pickup or drop-off that requires Provider or one of its agents/employees to enter onto Owner's property or inside Owner's home, Owner:
 - a. Shall give to Provider a key or code to the property or home including instructions with respect to any alarms, cameras or other security equipment that may need to be deactivated. Alternatively, the Owner may leave a door or fence unlocked.
 - b. Agrees that Provider shall have no liability whatsoever if Owner decides to leave the door to a residence or vehicle unlocked and Owner's dog is lost or goes missing.
 - c. Agrees to waive to the fullest extent permitted under the law any claim for damages against Provider (including its agents/employees) and releases Provider from any liability whatsoever for any injury or damages to personal or real

property as a result of Provider picking up, transferring or dropping off the dog.

3. Limitation on damages.

a. Owner understands that in no event shall the responsibility and/or liability of the Provider exceed the sum of Two Hundred Dollars (\$200.00) and Owner agrees to limit the responsibility to Two Hundred Dollars (\$200.00) for any and all damages sustained or suffered by reason of the boarding of the dog. Owner explicitly agrees not to claim any damages against Provider of any nature whatsoever, either by way of contract, equity, negligence or otherwise, in excess of said sum. In no event shall Provider be liable for any consequential or punitive damages.

4. Renewal. Once signed, this Agreement shall govern current and future uses of Provider's services. The Parties do not need to re-execute each time Provider's services are used. Owner agrees that, so long as Owner uses Provider's service (even periodically) this Agreement shall be deemed renewed as though re-executed each time.

II. MISCELLANEOUS PROVISIONS

1. Survival of Warranties. All of the representations, warranties and covenants contained in this Agreement shall survive the execution and delivery of this Agreement. Each Party shall have the right to rely on the other Party's representations and warranties made herein.

2. Successors and Assigns.

a. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

b. The Parties may not assign its obligations, duties or rights under this Agreement without the written consent of the other party.

3. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Washington as applied to agreements among Washington residents entered into and to be performed entirely within Washington. Washington law shall govern irrespective of Washington's choice of law provisions. Any mediation, arbitration or litigation shall occur in Snohomish County.

4. Counterparts. This Agreement may be executed by facsimile and/or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Construction. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any of the provisions of this Agreement.

6. Notices.

a. Unless otherwise provided, all notices and other communications required or permitted under this Agreement shall be in writing and shall be mailed by United States first class mail, postage prepaid, sent by facsimile, emailed, or delivered personally by hand or by a nationally-recognized courier and addressed to the party to be notified at the following addresses or facsimile numbers or at such other address or facsimile number as such Party may designate by ten-days (10-days) advance written notice to the other party hereto.

b. All such notices and other written communications shall be effective on the date of mailing, delivery, deposit with a nationally recognized courier, confirmed facsimile or email transfer or delivery to the addresses set forth on the signature page hereof.

7. Amendment. This Agreement may not be amended, modified or supplemented except by a writing signed by all parties hereto.

8. Severability. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective in the jurisdiction involved to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

9. Merger. This Agreement contains the entire agreement and understanding of the Parties with respect to the boarding/daycare of Owner's dog and correctly states the rights, duties, and obligations of each Party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Parties.

10. Mediation and Attorney's Fees. The Parties agree that any dispute arising out of or related to this Agreement shall first be submitted to mediation. If mediation is unsuccessful, any Party may file suit. *Excepting* in the case of mediation, the prevailing party shall be entitled to attorney's fees and costs.

III. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Name	Signature
Welsch Dog Daycare, LLC DBA Bone-a-Fide Dog Ranch	<i>By: Authorized Signatory,</i> Print Name: Signature:
Owner	Print Name: Signature: