

Dog's Name(s) \_\_\_\_\_ Owner's Name \_\_\_\_\_ Date (d/m/y) \_\_\_\_\_

## Metro Dog Day Care and Boarding Agreement

*This Agreement is entered into by and between Metro Dog, Inc. (hereinafter called Metro Dog) and Dog Owner/Guardian (hereinafter called Client) whose name, initials and signature appear below. If the person entering into the Agreement is not the Owner, it is understood that the person has the full express, implied and ostensible authority to enter into the Agreement on behalf of the Owner/Guardian.*

### Terms of Service:

- 1. Full Disclosure:** By signing this Agreement and leaving Dog(s) with Metro Dog, Client certifies to the accuracy of all information provided about Dog(s), in writing or orally, including but not limited to the following: (1) that Dog(s) is healthy and current on all vaccines required by Metro Dog; (2) that Dog(s) has not been exposed to Rabies, Distemper, Canine Cough, Parvo or any other communicable virus/disease within a 30 day period immediately prior to bringing Dog to Metro Dog; and, that (3) Dog(s) has not experienced behavior or medical change since evaluation by Metro Dog for services, that (4) Client is the legal owner of said Dog(s), and assumes financial liability for all payments called for in this Agreement, (5) Client agrees to disclose all known behavior problems or medical conditions, and that (6) Client agrees to inform Metro Dog of any changes in Dog(s) prior to subsequent visits.

**Client Initials:** \_\_\_\_\_

- 2. Reservations:** Advance reservations for social day care are recommended, but drop-ins are available, space permitting. Advance reservations for all boarding programs are required. A reservation is considered confirmed when a Client makes a request for specific dates in person, by phone, email or online reservation form and is given an affirmative response. All deposit and cancellation policies outlined in this Agreement apply to confirmed reservations. Client understands that arriving without confirmed reservations may result in being turned away. Client will select the type of room and program that they desire for their Dog(s) with the agreed understanding that Metro Dog will make every effort to accommodate the request, however, Metro Dog reserves the right to change Dog(s) rooming reservation for any reason Metro Dog deems necessary during Dog(s) day care and/or boarding stay. In the event the actual room differs from the reservation, Client will be responsible for paying the room rate for the room occupied by Dog(s) while staying at Metro Dog. If Dog(s) is/are booked in the social program and are transferred to the private program by Metro Dog, Client understands and agrees to pay the private program rate. In all cases of reassignment, Client agrees to pay any additional fees that may apply.

**Client Initials:** \_\_\_\_\_

- 3. Payment:** Client agrees to pay all boarding fees at the time of check-in. Day care fees are paid at drop off on the day of service or by prepaid package of visits. Client understands that any balance owed after check in will be charged to their credit card on file. Client agrees to pay for any and all additional charges for products and/or services either requested from the a-la-cart menu or deemed necessary by Metro Dog to provide quality and safe care to Dog(s), which includes but is not limited to room re-assignment, ala carte services, private play group assignment and veterinary services. Metro Dog's a-la-carte service options and fee schedule are listed on [www.metrodog.com](http://www.metrodog.com). Client is responsible for paying the most current rates for the services rendered. Client agrees to pay for service if Metro Dog has spent a reasonable amount of time attempting to deliver the service. Client understands that all Metro Dog service packages are non-refundable.

**Client Initials:** \_\_\_\_\_

- 4. Credit Card Storage:** Client understands that they must furnish and maintain a valid credit card with Metro Dog in order to use services. Credit cards will be maintained in compliance with Federal Compliance Standards. All payments are due at the time of check-in for day care and/or boarding services. Client credit card will be charged for any services rendered that have been unpaid after Client Dog(s) checks in, changes or additions to Client service requests as deemed necessary by Metro Dog for the well being of Dog(s), repair costs if Client Dog(s) causes damages, veterinary bills for Client Dog(s) or another dog if injured by Client Dog(s), and/or medical costs for any person injured by Dog(s). Credit cards will be charged for holiday prepayment deposits and all cancellation fees outlined in this Agreement.

**Client Initials:** \_\_\_\_\_

- 5. Deposit and Cancellation Policy:** Holiday/Peak season day care and boarding reservations require full prepayment. Holiday/peak season dates are listed on [www.metrodog.com](http://www.metrodog.com). Non-peak and non-holiday reservations canceled more than 48 hours of the first day of the reserved stay will not incur a charge. Client authorizes their credit card to be charged for one day of day care for day care cancellations made with less than 48 hour's notice. Client authorizes their credit card to be charged one night's stay at the reserved room rate for boarding cancellations made with less than 48 hours' notice. For Holiday and Peak reservations, cancellations made two weeks from the first day of stay will not incur a charge. If Holiday and Peak season cancellation is made with less than two weeks' notice, Client will forfeit the full prepaid amount. Client understands and accepts the terms and conditions of Metro Dog's cancellation policy.

**Client Initials:** \_\_\_\_\_

**6. Wellness:** Metro Dog serves healthy, well adjusted dogs. Client understands that Metro Dog does not accept animals that are sick or have parasites. Upon arrival at Metro Dog, Dog(s) will be visually checked for parasites and general well being. At any time during Dog(s) stay if fleas, and/or ticks, or other parasites are found, Dog(s) will be bathed and treated using products deemed best by Metro Dog. Client agrees to pay a bathing and product fee for this service and will not hold Metro Dog responsible for any adverse reaction Dog(s) might have as a result of any products used. Dog(s) will be refused service if they present signs of illness or distress, including but not limited to weeping or goopy eyes, coughing, lethargy, or severe stress. Client further understands that Metro Dog, its employees and agents are not veterinarians and do not have backgrounds in animal medicine and are not expected to diagnose or detect illness in the dogs at Metro Dog. **Client Initials:** \_\_\_\_\_

**7. Medical Authorization:** Client authorizes veterinary care as deemed necessary by Metro Dog, and agrees to pay all veterinary fees incurred during Dog(s) stay at Metro Dog. Client authorizes Metro Dog to contract services on Client's behalf with any area veterinary hospital Metro Dog chooses, and agrees to charge Client's credit card for said services. Client understands that Metro Dog will authorize course of treatment for the Dog that the veterinarian recommends. Client authorizes named Emergency Contact(s) to make medical decisions on their behalf should Client be unreachable by Metro Dog. **Client Initials:** \_\_\_\_\_

**Emergency Contact:** (also authorized to pick up/drop off )

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**8. Acts or Behavior:** Client agrees to assume full liability and sole responsibility for Dog(s)'s behavior during the Dog(s)'s stay at Metro Dog, including payment of costs of injury to staff or other dogs or damage to facilities caused by Dog(s). Client further agrees to indemnify and hold Metro Dog, its employees and its agents harmless against any claim of any kind made against Metro Dog, its employees, and its agents for losses or damages of any kind suffered by Metro Dog as a result of Client's failure to inform Metro Dog of any pre-existing condition (medical or behavioral) Dog(s) may have or which were otherwise caused in any manner by Dog(s). **Client Initials:** \_\_\_\_\_

**9. Assumption of Risk:** Client acknowledges that dogs are social animals and will have direct and indirect contact with each other while at Metro Dog, that Dog(s) reside in a common building, walk through and share common spaces, water bowls, air, put their mouths on each other, lick lips, sniff rears, eat fecal matter, lick themselves and each other, and that no amount of vaccination requirement, sanitation, and/or personalized care can prevent Dog(s) from contracting an airborne virus or contagious disease transmission. Client further understands and acknowledges that dogs are social animals that communicate with their teeth and paws/claws, are unpredictable in nature, and that no amount of behavioral screening and/or supervision can be 100% certain to prevent dogs from being injured. Client understands that Metro Dog is a leash-free environment and allows dogs the opportunity to play in close physical contact (including nose-to-nose) with each other. Client understands these risks of illness, disease and harm and hereby releases Metro Dog, its members, employees and agents from any and all losses, damages, costs, and expenses arising out of or in connection with any communicable disease, airborne virus, or any other medical condition or injury contracted by Client's Dog(s) at Metro Dog. Client assumes full financial responsibility and liability for injury to other dogs, property, or people caused by their Dog(s). Furthermore, if Dog(s) is transported by Metro Dog, Client will hold Metro Dog, its employees and agents harmless in the event of injury or accident during transportation. **Client Initials:** \_\_\_\_\_

**10. Assumption of Risk – A-La-Carte Services:** Metro Dog offers additional services that Client may select to enrich their Dog(s) stay. These include, but are not limited to grooming, administering medications, leashed walks on local streets and trails, off-leash park excursions, and daily training sessions. Clients that request these services understand there are inherent and increased risks associated with providing said services. Specifically, Clients who elect to have Metro Dog administer medications to their Dog(s) understand that this service includes a per dosage administration charge and requires Client must complete and sign the medication administration form for any stay the Dog(s) requires medications. Form includes dosage to be administered, frequency (day and time) the medication should be administered, and for prescription medications, the name of the vet who wrote the prescription. Metro Dog offers "off campus" walks, both on and off-leash, and training sessions for which there are increased risks. These include, but are not limited to escape, exposure to disease, injury, contact with unknown animals, people and traffic, and acts of weather. With all services, Client solely assumes all risks, financial responsibility and liability for any reaction to medications and for the actions, behaviors and conduct of their dog, and is solely responsible for payments of all costs, including but not limited to, any personal costs Client may incur, rescue operation costs, costs of any injury or damages to people, animals or property. Client agrees to pay for their own Dog(s)'s veterinary fees and the veterinary, medical or damage expenses to of any other dog, animal, person or property injured or harmed in any manner by Client's Dog(s) during these services. **Client Initials:** \_\_\_\_\_

**11. Vaccination Requirement:** Metro Dog requires written proof of Rabies, DHP, and Bordetella for Dog(s) prior to services being provided by Metro Dog. Metro Dog accepts veterinarian written vaccination waivers and titers. Vaccinations should be administered at least 7 days prior to service at Metro Dog for full efficacy. Client understands that vaccinations do not guarantee that Dog(s) will not contract the illness they are vaccinated against.

**Client Initials:** \_\_\_\_\_

**12. Compliance:** Owner agrees to comply with all published policies and House Rules. Metro Dog requires a signed Agreement and completed application packet prior to any services being provided. Periodically, Metro Dog will update its House Rules and policies, with or without notice. In the event there is a discrepancy, this Agreement shall supersede the contents of the House Rules and policies. The provisions of this Agreement may be modified by written notification of a change of terms by Metro Dog or by mutual written agreement of the parties. Any oral or verbal agreement hereafter made shall be ineffective to modify this Agreement in any respect unless the verbal agreement is put in writing and signed by both parties to this agreement. Failure to provide a valid credit card constitutes non-compliance with Agreement.

**Client Initials:** \_\_\_\_\_

**13. Spay/Neuter Policy:** Metro Dog requires all dogs be spayed and neutered by 6 months of age. It takes the body 1-month to decrease the production of hormones to acceptable levels. As such, Metro Dog does not provide care in its Center for unneutered male dogs over the age of 7 months. On a case-by-case basis, Metro Dog may choose to provide private day care and/or boarding services for unspayed females over the age of 7 months who are not in estrus. Client understands that female Dog(s) in estrus present a safety issue and will be moved to a veterinary care facility. Male Dog(s) neutered through chemical injection continue to produce higher levels of testosterone. They will be evaluated on a case-by-case basis, and may not be eligible for services at Metro Dog.

**Client Initials:** \_\_\_\_\_

**14. Photo & Video Release:** Client agrees to allow Metro Dog to photograph and video Dog(s) and/or Client while under contracted services. Client waives all rights to compensation for any images. Metro Dog retains all proprietary and licensing rights to any image of Dog(s) and/or Client taken while in the care of Metro Dog and such images may be used in any manner chosen by Metro Dog.

**Client Initials:** \_\_\_\_\_

**15. Arbitration:** This Agreement constitutes the entire agreement between the parties. All terms and conditions of this Agreement shall be binding on the heirs, administrators, personal representatives and assignees of Client and Metro Dog. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties relating to subject matter of this Agreement that are not fully expressed herein. Any dispute or claim arising out of, or relating to this agreement, or the breach thereof, shall be settled through binding arbitration in accordance with the rules of the Judicial Arbitration and Mediation Service (JAMS) and judgment upon the award rendered by an arbitrator may be entered in the Superior Court of the State of California in and for Contra Costa County. The arbitrator shall, as part of the binding arbitration award, determine and award reasonable attorney's fees and legal costs to the prevailing party at the binding arbitration. If any provision of this Agreement is held by an arbitrator or Contra Costa County Superior Court to be invalid or unenforceable, the remaining portions of the agreement shall continue in full force and effect and shall in no way be impaired or nullified by the invalid provisions.

**Client Initials:** \_\_\_\_\_

**Client Signatures and Contact Information:**

**Client/Owner Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Email :** \_\_\_\_\_ **Cell:** \_\_\_\_\_

**Client/Owner Address:** \_\_\_\_\_ **Phone** \_\_\_\_\_

**2<sup>nd</sup> Owner Printed Name:** \_\_\_\_\_ **Email:** \_\_\_\_\_ **Cell:** \_\_\_\_\_

**Others authorized to pick up my Dog(s):**

**Name:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_ **Phone/Email:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_ **Phone/Email:** \_\_\_\_\_

**Dog(s) Information:** List Name, Breed and Age of your dog(s): \_\_\_\_\_

**Veterinary Practice/Phone:** \_\_\_\_\_ **Doctor Preferred:** \_\_\_\_\_

**Staff Only:** Metro Dog confirmation of full paperwork completion: \_\_\_\_\_ **Date:** \_\_\_\_\_

Staff Person Name