dogsabound

985 Linda Vista Dr., San Marcos, CA ~ (760) 517-8577 ~ www.dogsabound.com

SERVICE CONTRACT

THIS AGREEMENT is entered into by and between Marino Randall Enterprises LLC, DBA Dogs Abound (the "Daycare") and _____ ("Owner"):

Dog(s) _____

1. By enrolling the above named and described dog(s), I represent that I am the legal owner of the named dog(s) and I assume all risks, dangers and responsibility for injuries to the named dog(s). Owner understands and agrees that Owner is solely responsible for any harm to the Owner's dog(s) while Owner's dog(s) is/are attending Daycare. _____ **(initials)**

2. Owner understands and agrees that during normal dog play, Owner's dog may sustain injuries. All dog play is monitored by Daycare to avoid injury, but scratches, punctures, torn ligaments, and other injuries may occur despite the best supervision. _____ **(initials)**

3. All dogs must pass a general behavior assessment in order to attend Daycare. No dog may be admitted that shows any sign of any type of aggression. Owner further understands and agrees that in admitting Owner's dog(s) to Daycare, Owner is representing to Daycare that Owner's dog(s) is/are in good health and have not harmed, shown aggression, or exhibited any threatening behavior towards any person or other dog. Any dog demonstrating aggression or other behavior deemed unacceptable by Daycare staff may be required to leave Daycare. _____ **(initials)**

4. Owner further understands and agrees that neither Daycare nor any of its employees, staff or volunteers, will be liable for any illness, injury, death, and/or escape of Owner's Dog(s) provided that reasonable care and precautions are followed, and Owner hereby releases all of them of any liability of any kind whatsoever arising from or as a result of Owner's dog(s) attending or participating at Daycare. _____ **(initials)**

5. Owner further understands and agrees that any behavioral or physical health problems that develop with the Owner's dog(s) while at Daycare will be handled and treated as deemed best by the employees, staff and volunteers of Daycare, in their sole discretion, and Owner expressly agrees to assume full financial responsibility for any and all expenses arising or relating thereto. This includes aggressive or destructive behavior. _____ **(initials)**

6. Owner further understands and agrees that Owner's dog(s) are healthy and will, at all times while attending Daycare, have current vaccinations. Owner will furnish current proof of vaccinations upon Daycare's request. Owner is not enrolling any dog in Daycare that has any condition that could potentially jeopardize the health of other dogs or people and has not had any potentially communicable condition within 30 days prior to enrollment. _____ **(initials)**

7. Owner further understands that even if Owner's dog(s) is/are vaccinated for Bordatella (Kennel Cough) there is a chance that the Owner's dog(s) can still contract Kennel Cough. I agree that I will NOT hold Daycare responsible if Owner's dog(s) contracts Kennel Cough. _____ **(initials)**

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8. Owner further understands and agrees that Owner's dog(s) shall be spayed/neutered (after age of 9 months) to enroll in Daycare. _____ **(initials)**

9. Owner further understands and agrees that Daycare reserves the right to use a Gentle Leader headcollar or other training device if Owner's dog(s) creates a disturbance to the facility or surrounding businesses. _____ **(initials)**

10. Owner further understands and agrees that it is the Owner's responsibility to leave an adequate supply of food and medications for Owner's dog(s) during the entire time Owner's dog(s) is/are cared for by Daycare. Should the food/medication supply need replacement, I authorize Daycare to purchase replacement and Owner will reimburse Daycare for cost plus a $25.00 replacement fee (per occurrence). Should a dog be observed to have fleas or ticks while attending Daycare, dog will receive treatment bath (s) as deemed necessary by Daycare, which will be charged to the owner at the minimum rate of $20.00 per bath. _____ **(initials)**

11. Owner further understands and agrees that if Owner's dog(s) is/are not picked up by the end of the Daycare regular business day, then Owner hereby expressly authorizes Daycare to take whatever action is deemed necessary for the continuing care of Owner's dog(s) and Owner agrees and promises to pay to Daycare all costs of continuing such care upon demand by Daycare. Further, Owner understands that if Owner does not pick up Owner's dog(s) as scheduled, Daycare shall be authorized to proceed according to the local municipal code governing abandonment of animals. _____ **(initials)**

12. Owner understands that pre-paid packages are nonrefundable and expire 2 years (24 months) from the date of purchase. Fees are due and payable at the end of each day. Payment may be made by cash or credit card. Discounted packages are provided only if they are paid for in advance. _____ **(initials)**

13. Daycare reserves the right to refuse admittance to any dog that does not meet the health, temperament or other Daycare standards. The determination shall be made at the sole discretion of Daycare. _____ **(initials)**

14. Owner further understands and expressly agrees that each and every of the foregoing provisions contained in Paragraphs 1 -13 above shall be in force and effect and shall apply to each and every occasion on which Owner boards or deposits Owner's dog(s) with Daycare for daycare, extended boarding, or training, as the case may be. This Agreement shall remain in full force and effect as between the parties until and unless otherwise cancelled or superseded by a writing signed by the parties. _____ **(initials)**

Owner hereby certifies that Owner has read and understands this Waiver and Release of Liability and the regulations set forth above. By signing this agreement, Owner agrees to be bound by its terms and conditions.

Signature _____

Printed Name _____

Date _____