



This Agreement will be used for the following dog(s):

Owner's Name _____
Address _____
City, state and zip _____
Home phone _____
Cell Phone _____
Work phone _____
Email address _____

Emergency Contact(s):

Name _____
Phone _____
Name _____
Phone _____

Primary Vet Hospital Information:

Name _____
Address _____
City, state and zip _____
Phone number _____

Secondary Vet Hospital Information, if applicable:

Name _____
Address _____
City, state and zip _____

Phone number _____

How did you hear about In The Dog House? _____

Have you ever used Playcare/Overnight Boarding services? _____

If yes, where?

What is your primary reason for bringing your dog to In The Dog House?

READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND
WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE
IN THE DOG HOUSE "ITDH" AND RELATED PARTIES.

DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY.
SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

POLICIES, PROCEDURES AND GUEST RELEASE, WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

In consideration for my dog being permitted to be a Guest at In The Dog House "ITDH", I make the following representations and agree to all of the following policies, procedures, terms and conditions:

1. REQUIREMENTS: My dog(s) meets the following requirements> He/She is:
four (4) months of age or older; is spayed or neutered (if over six (6) months of age); is current on his/her Rabies, Distemper and Bordetella vaccinations; is in good general health and free of ticks and fleas; is not aggressive or protective of toys; is attending ITDH with a quick release collar (no belt buckle styles or metal collars) that contains an identification tag bearing the Pet's name and current contact information. Keep in mind that dogs will wear their collars during the day while they play so we suggest you have an inexpensive 'daycare collar' if you are concerned about your dog's collar getting damaged. All dog(s) must enter and exit the facility on a leash. All dogs coming in for overnight care are required to be left for a 2 hour trial period prior to the day of arrival; this trial period is at no charge to the owner. Dogs may be videotaped and/or photographed and this media may be visible on the internet.
2. FOOD AND MEDICATION: ITDH will provide overnight Guests with breakfast and dinner in accordance with the owner's instructions provided in the Application. In order to avoid upset stomachs, you are strongly advised to bring your own food from home. Please bring enough food for each meal your dog will be staying at ITDH plus an extra meal in case your pick up is delayed. Due to storage capacity, please only bring enough food for the days your dog will be boarded (ie: do not bring a 20 pound bag of dog food for a two night stay). If ITDH provides food for your dog(s), it will be at a charge of \$1 per meal. Dog(s) will not be fed lunch unless medically required. To help prevent bloat, we ask that you please feed your dog at least one hour prior to arriving at ITDH. Oral medications will be given as directed at no extra charge. ITDH is unable to administer medications by injection.
3. HOURS: Our center is open for our Canine Clients 365 days per year. However, our Lobby hours for drop off and pick up are as follows: Monday thru Friday 7am to 12 Noon and 2pm to 7pm; Saturday and Sunday 8am to 11am and 4pm to 7pm. Our Lobby is closed for drop off and pick up on Easter, Thanksgiving and Christmas.

4. PROPERTY DAMAGE: I agree that ITDH shall not be responsible or liable for any lost, stolen or damaged personal property belonging either to me or my dog(s). If my dog(s) causes any damage to the facilities, equipment (other than normal wear and tear), another dog or person, I agree to be fully responsible for the full cost of any repair, replacement and/or medical bills.

5. FEES AND NEW CLIENT REFERRALS: I agree to pay for all fees, services and products by credit card, check or cash at the time of pick up after each visit to ITDH. For overnight Guests, check out time is 11am. Pickups made after the designated check out time will incur a half day playcare charge. I further agree to pay the cost of any check or debit charges returned or challenged for any reason. There will be a service fee of \$25 added to all returned checks. In the event that two checks are returned, all future payments must be made in cash.

Love ITDH? Refer your friends, co-workers and family members. For each referral you make to ITDH that results in a full day of playcare or one night of boarding, your account will be credited \$10. The client you refer must put your name on their application in order for you to receive the credit.

6. CANCELLATION POLICY: I understand that I will be charged for a full day of playcare if I fail to cancel my playcare reservation twenty four (24) hours in advance. I further understand that I will be charged for a full day of boarding if I fail to cancel my boarding reservation at least forty eight (48) hours in advance.

7. REFUNDS: Refunds are not available on playcare packages. Packages are non transferrable and are valid from one year after date of purchase.

8. AGGRESSIVE DOGS: My dog(s) is not/are not aggressive towards people or other dogs. I understand that aggressive dogs are not permitted to attend ITDH and that if my dog acts aggressively or exhibits unacceptable behavior he/she may be separated from the others. ITDH will use reasonable efforts to consult Canine Parents about aggression and ways to address it, however aggressive dogs may be asked to not return to ITDH. I understand that participation in play time is at the sole discretion of ITDH and that dogs may be separated from other dogs or asked to leave for any reason at ITDH's sole discretion.

9. ABANDONED DOGS: I agree that I will not neglect to pick up my dog(s) from ITDH by the time he/she is scheduled to leave without providing notification. Any animal that is left at ITDH without any contact, instruction or notification from me of the ability, willingness or plans to pick him/her up by myself or my personal representative or agent will be considered abandoned upon the fifth day of such notification failure. I understand that if I abandon my dog at ITDH that they will, by default, become the legal owner and guardian of my dog(s). ITDH will, in its sole discretion, determine whether to try to rehome and adopt the abandoned dog from the center or will relinquish the dog to an unrelated shelter of its choice. I fully understand and agree that if I abandon my dog at ITDH, I will be unable to retrieve possession of my dog and will have no recourse against ITDH.

10. DUTY TO DISCLOSE: I have disclosed and shall continue to disclose on an ongoing basis, any and all medical or other conditions, including but not limited to personality concerns or behaviors that may affect, limit or prevent my dog's ability to participate in play time or otherwise attend ITDH.

11. ACCEPTANCE AND ACKNOWLEDGEMENT OF PARTICIPATION RISK: I fully understand that (a) there are inherent and potential risks involved with interactions between humans and dogs, as well as between dogs and other dogs, which may result in property damage or bodily injury, including but not limited to permanent disability, sickness or death to human or dog; and (b) there may be other risks not known to me or readily foreseeable at this time (collectively "risks"). I fully accept and assume all risks and responsibility for all risks, including without limitation all losses, costs and damages incurred as a result of my dog's participation in ITDH's program, including any veterinarian expenses incurred on behalf of my dog(s).

12. VETERINARIAN LIABILITY AND CARE: I agree to allow ITDH to obtain medical treatment for my dog, if, in its sole discretion it appears that he/she is ill, injured or exhibits any other

behavior that would reasonably suggest that my dog(s) may need medical treatment. If a dog passes away at ITDH, it will be brought to its or the nearest veterinarian. I agree that I am fully responsible for the cost of any such medical treatment.

13. **HOLD HARMLESS:** Client shall indemnify, hold harmless ITDH from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of ITDH, its personnel, employees, agents, contractors, or volunteers in connection with or arising out of Clients' actions. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees and related cost or expenses, and any reimbursements to ITDH for all legal expenses and costs incurred by it.

14. **AUTHORITY TO ENTER AGREEMENT:** Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.

15. **AMENDMENT AND MODIFICATIONS:** No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

16. **WAIVER:** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant of condition. No waiver, benefit, privilege or service voluntarily given or performed by a party shall give the other party and contractual right by custom, estoppels or otherwise.

17. **ATTORNEY FEES AND COSTS:** If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorney fees and other related costs, in addition to any other relief to which the Party is entitled.

I have read and fully understand the terms of this contract ("Agreement") and understand that I have given up substantial rights by signing it. I have signed this Agreement freely and voluntarily without any inducement, assurance or guarantee and intend it to be a complete and unconditional release of all liability to the greatest extent permitted by law. I agree that if any portion of this Agreement is held to be invalid or unenforceable, that the remainder of the Agreement shall remain in full force and effect. I agree that it is intended that all terms of this Agreement control despite any particular statute or law that would otherwise protect me or my dog(s).

Signature _____ Date _____

Printed name _____

Accepted by ITDH: _____ Date _____