



DAYCARE AGREEMENT

This is an agreement between Dogwood Cottage, Inc. (hereinafter “Dogwood”) and the Pet Owner whose name and signature appears below (hereinafter “owner”). The following are the terms and conditions for off-leash Daycare Services- “services” of owner’s pet at Dogwood.

Qualification-

For safety reasons, owner understands that daycare services are extended to those dogs who have gone through an initial temperament evaluation and who have been deemed “acceptable” for such services, in the sole discretion of Dogwood. Dogwood reserves the right to refuse service to any Pet for any reason, at any time, including, but not limited to: pets lacking proof of vaccinations, pets displaying signs of untreated or potentially contagious conditions and/or pets exhibiting unacceptable behaviors. All dogs six (6) months or older must be spayed or neutered to participate in services. Owner further agrees that if any fleas or ticks are discovered on the dog at any time during Dogwood’s services that Dogwood is authorized to administer a flea bath at the owner’s expense.

Disclosure-

By execution of this agreement and leaving dog with Dogwood, owner certifies to the accurate disclosure of all information provided to Dogwood either in writing or orally about the pet and owner specifically represents that he/she is the sole owner of the pet, free and clear of all liens and encumbrances. For the purpose of this agreement the term “pet” refers to all pets under the said ownership of owner who utilize Dogwood for such services. Owner agrees to disclose to Dogwood all known medical conditions and/or behavior problems, which may affect pet’s care. Owner specifically represents to Dogwood that pet is healthy and meets Dogwood’s vaccination requirements. Each time owner brings pet to Dogwood, they are certifying that the pet is in good health and not had any communicable illness of any kind for at least 30 days prior to participating in any activity at Dogwood.

Assumption of Risk-

Owner acknowledges and is aware that the employees of Dogwood are not veterinarians and do not have a background in animal medicine and are not expected to detect or diagnose illnesses in pets using Dogwood’s services. Owner understands that Dogwood’s leash free environment allows the dogs to play actively with each other. Further, owner understands that dogs have a “pack” mentality, play with their teeth and paws, and may be unpredictable in nature. Therefore, no amount of supervision, sanitation and personalized care from Dogwood can be 100% certain to prevent a dog from being injured or contacting an airborne virus or communicable disease. Despite all of Dogwood’s supervision and precautions, owner understands these risks are inherent to the services and hereby releases Dogwood, its employees or members or other agents, from any and all losses, damages, costs and expenses arising out of or in connection with any injury, communicable disease, airborne virus, or any other medical condition contracted by owner’s pet at Dogwood. This also applies to any claims for injuries or damages related to such medical care or transport. Owner agrees to be held solely responsible for any and all acts and behavior of said pet while in the care of Dogwood, including payment of costs for injury to staff or other animals or damage to facilities caused by the pet.

Medical Attention-

Owner authorizes Dogwood to obtain medical attention for pet from any qualified veterinarian and to transport pet to and from that veterinarian when Dogwood deems such medical care is important to pet’s health. Owner grants Dogwood, or its employees or agents, full power of decision making involving the medical treatment of pet and owner agrees to assume full financial responsibility for any and all medical and/or transport expenses associated.

Payment-

Owner agrees to pay the applicable service rates in effect on the date pet is checked-into Dogwood and to pay for any additional services requested by owner. Owner understands that the services are offered between published opening and closing hours. Owner agrees that pet shall not leave Dogwood until all charges due are paid in full by owner. Dogwood may exercise its lien rights within (10) ten days after written notice has been given by Dogwood to owner via certified mail. Dogwood requires a 24 hour notification in the event of cancellation to avoid charges for missed appointments.

Prepaid Packages-

In the event owner decides to purchase a pre-paid package for services, owner understands such sale price is offered at a discount in exchange for a non-refundable commitment to use all such funds at Dogwood. Owner further

understands that after the sale, things may happen that are out of Dogwood's control, including but not limited to- the death of the pet, the relocation of owner and pet, behavioral changes in pet making the pet no longer acceptable to participate in daycare, and the decision to stop utilizing Dogwood for services. In any case, any unused portion of the sale (after deducting the used portion of services at regular standard rate) shall be transferable for use on other services at Dogwood, but in no instance shall they be refundable.

Abandonment-

If pet is not picked up by owner or an authorized representative of owner within (14) fourteen calendar days after the pet is scheduled to depart, owner understands that pet shall be deemed abandoned and Dogwood has the right to place pet with a new owner. Owner understands that pet abandonment may be a criminal or civil violation of the Massachusetts General Laws. Owner shall remain liable for all fees due and, in addition, agrees to pay all costs in the prosecution of these statutes. Owner is to be notified of such action by receipted mail as specified in said statute, and no further notice shall be deemed necessary.

Compliance-

Owner agrees to comply with the rules of Dogwood Cottage, which may be revised from time to time. In any event of discrepancy, this agreement shall supersede the contents of the rules.

Entire Understanding-

This agreement contains the entire agreement between the owner and Dogwood. All terms and conditions of this agreement shall be binding on the heirs, administrators, personal representatives and assignees of the owner and Dogwood. Any controversy or claim arising out of or relating to this agreement, or breach thereof, or as a result of any claim or controversy involving the alleged negligence by any party to this agreement, shall be settled in accordance with the rules of American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any Court having jurisdiction thereof. The arbitrator shall, as part of the award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party. The arbitrator(s) shall apply Massachusetts law to the merits of any dispute or claim, without reference to conflicts of law rules. The parties hereby consent to the personal jurisdiction of the state and federal courts located in Massachusetts and agree that such courts shall have the sole and exclusive jurisdiction for any action or proceeding arising from or relating to this agreement or relating to any arbitration in which the parties are participants. The parties have read and understand this clause which discusses arbitration. The parties understand that by signing this agreement that they will submit any claims arising out of, or relating to, or in connection with this agreement or the interpretation, validity, construction, performance, breach, or termination thereof, to binding arbitration and that this arbitration clause constitutes a waiver of party's right to a jury trial and relates to the resolution of all disputes relating to all aspects of the relationship between the parties. It is expressly agreed by owner and Dogwood that Dogwood Cottage's liability shall in no event exceed the lesser of the current chattel value of a pet of the same breed or the sum of 200.00 per pet.

Others authorized to pick-up my pet: _____

Signatures-

Owner: _____

Printed name: _____

Pet's name: _____

Owner Address: _____

Date: _____

Signature Dogwood Cottage Representative: _____

Printed Name: _____

Position: _____

Date: _____

Payment Information-

Please provide the following information:

Type of card- _____

Number- _____

Expiration- _____

Would you like us to keep your credit card on file? _____