



Happy Hound Play & Daycare, Inc.
Dog Daycare, Boarding & Training Agreement
1695 34th Street, Oakland Ca 94608
510-547-3647
510-547-3640 (fax)

Guardian Name: _____ Dog's Name: _____

Home Phone _____ Work Phone _____ Mobile Phone _____

Employer _____

Home Address _____ City _____ Zip _____

E-Mail _____

Dog's Breed _____ Color _____

M/F (circle one) Spayed/Neutered (circle one) D.O.B _____

Interviewing For: Daycare Boarding Grooming Training

This Dog Daycare, Boarding and Training Agreement (hereafter referred to as "this Agreement") between Happy Hound Play & Daycare, Inc. ("Happy Hound") and the Guardian named above sets forth the terms and conditions under which Happy Hound will provide services to the Guardian, is effective on the date on which the Guardian signs in the designated space below, and applies to all services provided by Happy Hound to the Guardian on that date and thereafter. Happy Hound and the Guardian agree as follows:

1. Services. Subject to the terms and conditions of this Agreement, and upon request of the Guardian, Happy Hound may provide the following services to the Guardian:

1.1. Daycare services, including supervised dog play, at Happy Hound's facility.

1.2. Boarding services, including service of breakfast and dinner (with food provided by the Guardian), daycare, and supervised dog play, at Happy Hound's facility. An "enhanced care" service is available for those dogs that do not qualify for group play, and "snooze patrol" service is available to permit dogs to sleep one-on-one with our overnight care employee.

1.3. Grooming services, as appropriate for each dog and as agreed between Happy Hound and the Guardian.

1.4 Behavior training may be provided on separate terms and conditions set forth in a Training Addendum attached to this Agreement.

1.5. Right to refuse services; termination of services. Happy Hound reserves the right, in its sole discretion, to decline to provide services the Guardian may request. Happy Hound may, in its sole discretion, suspend or terminate services pursuant to this Agreement upon notice to the Guardian.

2. Guardian's Representations and Responsibilities. The Guardian represents, warrants and/or agrees that:

2.1. Accurate information. All information provided on the Interview Checklist and during any interview is/will be true and correct. The Guardian acknowledges that Happy Hound will rely on the accuracy of the information provided by the Guardian and that the accuracy of the information is a material inducement to Happy Hound to enter into this Agreement and to provide services to the Guardian.

2.2. Vaccinations. The dog(s) for which Happy Hound will provide services have received a DHPP (Distemper, Hepatitis, Parainfluenza, and Parvovirus) vaccination within the last year, a Kennel Cough (Bordetella) vaccination within the past six months, and a current rabies vaccination as required by applicable law. Upon request by Happy Hound, the Guardian shall provide Happy Hound with written proof of the vaccinations received by the dog(s) for which Happy Hound will provide services.

2.3. Health. The dog(s) for which Happy Hound will provide services are in good health, free from any conditions which may jeopardize the health or safety of other dogs in the care of Happy Hound, and have not been ill with a communicable disease for at least 30 days.

2.4. Safety; aggressive behavior. The dog(s) for which Happy Hound will provide services have not harmed any person or other dog in the past, and have not acted in an aggressive or threatening manner toward any person or other dog in the past.

2.5. Full disclosure. Guardian is aware of no facts not disclosed by Guardian to Happy Hound that Guardian believes, if disclosed to Happy Hound, might cause Happy Hound to decline to provide Guardian with the services he or she has requested.

2.6. Pickup.

2.6.1. Daycare pickup. Guardians who leave their dog(s) at Happy Hound for daycare will pick up their dog(s) by 7:00 p.m. Monday through Friday and by 6:00 p.m. on Saturday or Sunday. For an additional fee, Guardians may arrange in advance to drop off their dog(s) as early as 5:00 a.m. or to pick up their dog(s) as late as midnight. If Guardian does not pick up his or her dog(s) by Happy Hound's standard pickup times or by another time arranged with Happy Hound in advance, Happy Hound may charge Guardian an additional fee. If Guardian does not pick up his or her dog(s) by midnight, Happy Hound will board the dog(s) for the night and charge Guardian its standard boarding fee.

2.6.2. Boarding pickup. Guardians who leave their dog(s) at Happy Hound for boarding will pick up their dog(s) between 7:00 a.m. and 9:00 a.m. Monday through Friday and between 9:00 a.m. and 11:00 a.m. on Saturday or Sunday. If Guardian does not pick up his or her dog(s) by these times, Happy Hound will charge Guardian for a full day of daycare services at the rate then in effect.

2.7. Compliance with rules, policies and procedures. Guardian will comply with all rules, policies and procedures adopted by Happy Hound, which Happy Hound may, in its sole discretion, change from time to time.

3. Fees

3.1. Payment terms and practices. Happy Hound will charge Guardian for all services provided by Happy Hound for the benefit of Guardian's dog(s) in accordance with Happy Hound's standard practices. A schedule of fees is available upon request. Happy Hound will require Guardian to pay some or

all of the fees charged for certain services in advance of the date on which such services will be provided and/or in advance of the date on which Guardian will drop his or her dog(s) off at Happy Hound's facility. If not otherwise paid in advance, all fees for services requested by Guardian in advance are payable in full by cash or credit card when Guardian drops his or her dog(s) off at Happy Hound's facility. Fees for services not requested in advance are payable in full by cash or credit card when Guardian picks up his or her dog(s) from Happy Hound's facility. If Guardian does not pay fees when due by cash or credit card, Happy Hound will charge the fees due to Guardian's credit card.

3.2. Advance payments and deposits. Happy Hound will require the Guardian to pay for certain services in advance, or to provide a non-refundable deposit for some or all of the fees charged for certain services, including, but not limited to, services to be provided during holidays or holiday weekends. When Happy Hound requires an advance payment or non-refundable deposit, it will not refund the payment or deposit to the Guardian regardless of whether, or how far in advance, the Guardian cancels the services in question before they are rendered.

Initials to confirm the Guardian has read the previous section _____

3.3. Right to change fees. Happy Hound may change its fees at any time by posting notice in our facility and/or on the website.

3.4. Insufficient funds checks; credit card refunds. In the event that Guardian pays for any services provided by Happy Hound with a check that is rejected for insufficient funds, Happy Hound may charge Guardian an administrative fee of \$25.00 in addition to any fees charged by banks. Refunds of charges paid by credit card may be subject to reduction for fees charged by the credit card issuer.

4. Assumption of Risk. The Guardian understands that interaction and play among dogs involves an inherent risk of injury or harm, even in controlled and supervised environments. Included among the risks that a dog faces when interacting and/or playing with other dogs are risks of physical injury, illness and infection, among others. These risks may be caused by other dogs under the care of Happy Hound, by the actions or inaction of Happy Hound representatives, or the actions or inactions of third parties, as well as by other factors not presently foreseeable. After considering the risks and potential benefits of the services offered by Happy Hound, the Guardian believes that the potential benefits outweigh the risks. The Guardian knowingly and voluntarily assumes the risk that his or her dog(s) may suffer injury or harm as a result of or in connection with the services provided to the Guardian by Happy Hound, and the Guardian agrees not to sue Happy Hound or any representative of Happy Hound, or to seek to hold Happy Hound or any representative of Happy Hound, financially responsible for any injury, illness, harm or damage that the Guardian or the Guardian's dog(s) may suffer as a result of or in connection with the services provided by Happy Hound.

5. Indemnity. The Guardian agrees to defend, indemnify and hold Happy Hound harmless from and against any and all claims, actions, causes of action, losses, damages, liabilities, costs, judgments, and attorney's fees to which Happy Hound may become subject, relating to or arising out of the conduct of the Guardian's dog(s) or any services provided to the Guardian or the Guardian's dog(s) by Happy Hound (including, but not limited to, any losses, damages or harm caused by the Guardian's dog(s) to any person, to the property of Happy Hound or any person, or to any dog), regardless of whether any negligence by Happy Hound may have caused or contributed to causing the losses, damages or harm. The Guardian also agrees to pay for any treatment or care provided to other dogs as a result of injuries or illnesses caused by the Guardian's dog(s). The Guardian authorizes Happy Hound to charge the Guardian's credit card as necessary to enforce the Guardian's obligations under this section.

Initials to confirm the Guardian has read the previous section _____

6. Waiver of Claims and Release of Liability. The Guardian hereby waives any and all claims that may accrue in his or her favor against Happy Hound or any of its employees or representatives resulting from or relating to Happy Hound's provision of services pursuant to this Agreement, including, but not limited to,

claims for bodily injury, emotional distress, property damage and other damage and loss of any kind whatsoever, including injury or damage suffered by the Guardian and the Guardian's dog(s), regardless of whether active or passive negligence on the part of Happy Hound contributed to causing such injury or damage.

7. Consent to Veterinary Treatment. In the event that the Guardian's dog(s) need veterinary treatment while under the care of Happy Hound, Happy Hound will attempt to notify the Guardian of the need for such treatment and obtain direction from the Guardian. In the event that Happy Hound is unable to reach the Guardian in a timely manner, or in the event that the need for treatment is urgent, the Guardian agrees that Happy Hound may seek treatment for the Guardian's dog(s) from the veterinarian designated by the Guardian, from Broadway Pet Hospital in Oakland, California, or from another veterinarian of Happy Hound's choice. The Guardian agrees to reimburse Happy Hound for any and all costs incurred by Happy Hound for the care and/or treatment of the Guardian's dog(s) pursuant to this section. The Guardian agrees to notify his or her veterinarian that his or her dog is in Happy Hound's care and may receive needed treatment at the request of Happy Hound.

Initials to confirm the Guardian has read the previous section _____

8. Publicity and Likeness: The Guardian agrees that Happy Hound may, in its sole discretion, photograph, videotape, record and/or display on its webcam the Guardian's dog(s) while they are under Happy Hound's care. Happy Hound shall be the sole owner of all copyrights and all proceeds of tapings, photography, and recordings throughout the world and reserves all rights to reproduce, display, distribute and use an unlimited number of times in perpetuity, and license to others in any manner. Happy Hound may use photographs, videotapes, recordings and images of the Guardian's dog(s) in any and all media and in the promotion, advertising, marketing and publicity of Happy Hound.

9. Effect of waiver of breach. Any waiver of or failure to enforce a breach of this Agreement will not operate or be construed as a waiver of any subsequent breach of the same or any other provision.

10. Arbitration; remedies. Happy Hound and the Guardian agree to resolve any dispute that may arise between them (including, but not limited to, disputes concerning the interpretation, alleged breach or enforcement of this Agreement; Happy Hound's care for the Guardian's dog(s); any alleged negligence, intentional misconduct or other tortious or wrongful conduct on the part of either party) through binding arbitration before a single, neutral arbitrator pursuant to the rules of the American Arbitration Association. The arbitrator shall apply the laws of the State of California, without regard to conflict of laws, in any dispute between the parties. In the event a dispute arises between the parties, each shall have the right to seek all necessary and proper relief. Consistent with applicable law and his or her discretion, the arbitrator may award reasonable attorney fees and costs (including fees charged by the arbitrator) to the party prevailing in any arbitration proceeding. The Guardian understands and agrees that he or she is waiving his or her right, if any, to a trial by jury in any dispute with Happy Hound.

11. Interpretation. This Agreement shall be interpreted as though drafted jointly by Happy Hound and the Guardian, and shall not be interpreted in favor or against either party.

12. Severability. If an arbitrator or court declares or determines that any provision of this Agreement is invalid, illegal or unenforceable, the invalid, illegal or unenforceable provision(s) shall be deemed not a part of the Agreement, but the remaining provisions shall continue in full force and effect.

13. Entire agreement; modification. This Agreement, together with any Behavior Training Addendum executed concurrently with or subsequent to this Agreement, sets forth the entire agreement between the parties and supersedes all prior agreements or understandings, both written and oral, between the parties regarding the subject matter of this Agreement. The parties may modify this Agreement only through a writing signed by each.

14. Due consideration. The Guardian represents and agrees that:

- (a) he or she has had a reasonable opportunity to consider this Agreement before signing it;
- (b) he or she has read this Agreement in full and understands all of the terms and conditions set forth herein;
- (c) he or she knowingly and voluntarily agrees to all of the terms and conditions set forth herein and intends to be legally bound by them; and
- (d) he or she has not relied and does not rely upon any representation or statement regarding the subject matter or effect of this Agreement made by any other party to this Agreement or any party's agents, attorneys or representatives.

Date: _____

Guardian's Signature

Guardian's Printed name

Date: _____ By: _____

Happy Hound Play & Daycare, Inc.