



**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 _____ Breed _____ Color _____

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

Interviewing For: Daycare Boarding Grooming Training

This Agreement for pet daycare, boarding, training and/or grooming services between Happy Hound Play & Daycare, Inc., ("Happy Hound") and the Guardian named above includes the terms and conditions of our Agreement regarding care of your pet. All of the terms of the attached forms are incorporated in this contract including the:

- Interview Checklist
- Rules & Regulations
- Waiver & Release Form
- Fees and Policies
- Boarding Check-In
- Training Addendum (if and when applicable)

Daycare: Happy Hound will provide daycare services to your pet in our pet care and boarding facility. The Happy Hound staff supervises dog play and cares for dogs as described on our website and assessment interview. Our staff are experienced and trained to monitor our guest dogs and to care for your dog as we do our own.

Boarding: Happy Hound boarding services include a full day of daycare before your pet is tucked into a comfortable private room. Overnight guests are served breakfast and dinner with food you provide from home. Before lights are out, each guest is served a peanut butter filled Kong compliments of Happy Hound. We also offer a "board-only" service for those dogs that do not qualify for group play. A Happy Hound staff employee is on the premise after hours for continual care. Snooze patrol is also available as a premium service that allows your dog to sleep one-on-one with our overnight care employee.

Grooming Payment is due in full at drop off. A \$25.00 fee will be charged for no show and cancellations within 24 hours of the appointment.

Training: Happy Hound may provide behavior training upon request and separate arrangement. The specific terms of behavior training services will be discussed and a Training Addendum to this Agreement signed at the time you arrange for training services. All terms of this Agreement will apply to training services.

Veterinary Emergencies If I am unavailable and my dog becomes ill while in at Happy Hound or there is an urgent medical emergency, Happy Hound will have my dog treated by my dog's veterinarian or a veterinarian of Happy Hound's choice. I will pay for or reimburse Happy Hound for all costs of care and treatment. I will provide a written authorization for veterinary treatment and notify my veterinarian that my dog is in Happy Hounds' care and may receive emergency treatment upon request by Happy Hound.

Guardian's Representations and Responsibilities By signing this Agreement I warrant, represent and promise that:

- all information provided on the Interview Checklist and during any interview is/will be true and correct;
- there are no issues that if disclosed to Happy Hound, may cause Happy Hound to exclude my dog from daycare, boarding, training or grooming; and
- I will abide by all Happy Hound Rules & Regulations, as may occasionally be changed by Happy Hound upon posting or sending notice to Guardians.

Screening: In order to provide a healthy, safe and fun experience, Happy Hound screens all Guardians and dogs before accepting a dog into daycare or boarding. Happy Hound reserves the right to refuse service to any dog for any reason and at any time. Acceptance for daycare, boarding, grooming or training is based on Happy Hound's assessment of information that you provide and observation of your dog's behavior during the interview. Acceptance is not a guarantee that incidents will never occur or that your dog will remain eligible for services.

Payment for Services: All Happy Hound services are due in full by cash, check or credit card prior to or at drop off. Happy Hound fees are listed on the attached Fees and Charges. Happy Hound may change fees at any time by posting notice in our facility and/or on the website. In addition to any other remedies available under California law, returned checks will be subject to a \$25.00 administrative fee plus any fees charged by our bank. Credit Card refunds may be subject to reduction for credit-back fees charged by the credit card company, if any. A deposit may be required to schedule and hold training dates.

Live Webcam, Photos and Publicity: Guardian's dog(s) may be viewed by the public via the Happy Hound online webcam, videotaped, photographed and recorded while they are attending Happy Hound. Happy Hound, Inc. shall be the sole owner of all copyrights and all proceeds of tapings, photography, and recordings with the rights, throughout the world and reserves all rights to reproduce, display, distribute and use an unlimited number of times in perpetuity, license to others in any manner. Guardian's dog(s) may be used in any and all media and in the promotion, advertising, sale and publicizing, and exploitation of Happy Hound, Inc. at no cost to Happy Hound Inc.

Miscellaneous Provisions: This Contract: (a) represents and incorporates our entire understanding and may be amended only by a signed written instrument; (b) will be binding upon and will inure to

the benefit of the successors, executors, administrators, heirs, representatives and assigns of the parties; and (c) is governed by California law. Waiver of a breach of this Contract will not operate or be construed as a waiver of any subsequent breach of the same or any other provision. If any portion of this Contract is determined to be invalid or unenforceable, the remainder will be enforceable to the maximum extent possible. If any legal, equitable or other action, claim, or proceeding of any kind or nature (including appeals, enforcement of judgments and collection) is brought to enforce or interpret any provision of this Agreement, then the prevailing party will be entitled to its attorneys' fees and costs, in addition to any other relief to which it may be entitled.

Assumption of Liability Happy Hound, and all Guardians who trust us with the care of their dogs, rely on your honesty and full disclosure of any and all past and current health, behavior, safety or other factors that may affect your dog's eligibility for daycare or boarding. Failure to fully disclose any issue past, current or future issue may spread disease and infestations or cause injury to dogs, employees and guests. Even if the information that you provided on the Interview Checklist is complete and true to the best of your knowledge, dogs often respond differently to new people, dogs, situations and environments. By signing this Waiver and Release, you assume full responsibility for your dog's behavior and assume full responsibility to Happy Hound and our Guardian clients for all damages and injuries to property, dogs and persons caused by your dog, even if there is alleged or actual negligence by Happy Hound.

Indemnification of Happy Hound Guardian will indemnify, defend 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 my dog's boarding, grooming and/or training at Happy Hound or caused by my dog. This indemnification extends third party claims against Happy Hound for personal harm alleged to be suffered in part or entirely due to negligent Happy Hound training of my dog.

Assumption of Risk As a dog owner, I understand and acknowledged that there is an inherent risk of accident or injury to my dog, other dogs or persons associated with group dog play. I understand that, even in the most controlled and well-supervised circumstance, there may be daycare incidents and unpredictable behavior that could result in injury to my dog. My dog might contract an infection or illness from close contact with another dog. After considering these factors, I have decided that the risk associated with placing my dog(s) in a group setting with other dogs is outweighed by the benefits of socialization, exercise and stimulation derived by my dog(s). Therefore, I expressly and voluntarily assume all risk of injury suffered by me, my employees, agents, third parties and my dog(s) during a stay at Happy Hound, regardless of whether the harm is suffered as a result of alleged or actual negligence on the part of Happy Hound, another dog or third party.

Waiver and Release of Liability I hereby waive all claims and release Happy Hound from all liability to my person, my dog(s), my employees, agents, representatives, successors and assigns for all liability, claims, damage, or demands for personal injury, death, or property damage, known or unknown, past and future, arising from or related to Happy Hound dog care services provided whether the illness, injury, death, or property damage occurs on or off the Happy Hound premises and I bear sole responsibility for any loss.. This release includes, without limitation, any personal injury, death, or property damage caused by active or passive negligence of any of Happy Hound employee.

I acknowledge that I have carefully read the Happy Hound Contract, associated forms, including this Waiver and Release, understand its contents, and understand that this Agreement includes an assumption of the risk of harm or loss due to Happy Hound's negligence and liability. I acknowledge that Happy Hound is materially relying on this waiver and is allowing my dog(s) to engage in play with other dogs and, if boarding, to stay in the Happy Hound overnight care facility and, if training is provided, to be trained according to Happy Hound's training protocols. I further represent and warrant that I have read California [Civil Code §1542](#), which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

I, FOR MYSELF, MY DOG(S), MY EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, EXPRESSLY WAIVE ANY AND ALL RIGHTS AND BENEFITS UNDER CALIFORNIA CIVIL CODE §1542.

THIS IS A SPECIFIC RELEASE GIVING UP ALL RIGHTS WITH RESPECT TO THE TRANSACTIONS OR OCCURRENCES THAT ARE BEING RELEASED UNDER THIS AGREEMENT.

Dated: _____, 201__ Waiver and Release Guardian initial: _____

Remedies and Agreement to Arbitrate: In no event will Guardian's remedies and Happy Hound's liability for any damages under this Contract exceed the amount of fees paid by Guardian to Happy Hound. Any controversy or claim arising out of or relating to this contract, or the breach thereof, including disputes over training outcomes, or as the result of any claim or controversy involving the alleged negligence by any party to this contract, will be settled in accordance with the rules of the American Arbitration Association, and the judgment upon the award rendered by an arbitrator may be entered in the Superior Court of California in and for Alameda County. The arbitrator may, as part of his or her judgment, allocate costs or award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party.

I have read and understand this Agreement and agree to be bound by all terms and conditions of this Agreement and its attachments. The terms of this Agreement will apply to all daycare, grooming, boarding and training services provided by Happy Hound.

Guardian _____ Print Name _____

Date _____

Interview Checklist

Emergency person to contact in case we cannot reach you -

Name: _____ Phone: _____

Name: _____ Phone: _____

Pet Information

#1 Name: _____ Breed: _____

M/F (circle one) Spayed/Neutered (circle one)

Birthday: _____ Color: _____ Weight : _____

#2 Name: _____ Breed: _____

M/F (circle one) Spayed/Neutered (circle one)

Birthday: _____ Color: _____ Weight : _____

Veterinarian Information

Name/Hospital : _____

Address: _____

Phone: _____ Fax : _____

How did you hear about Happy Hound Play & Daycare? _____

Pet Personality Profile

Dog's Name: _____

How long have you had your dog? _____

Where did you get your dog? _____

If adopted, do you have any information on your dog's history? _____

Circle all answers that describe your dog's personality:

Outgoing / verbally sensitive / timid / pushy / affectionate / submissive / insecure or clingy / excitable / playful / gentle / quiet or subdued / mouthy

Describe your dog's activity level: Low / medium / high

How would you describe your dog's demeanor while riding in a car? Enjoys / dislikes / neutral

Does your dog normally ride in a crate while in the car? Yes / no

Circle all situations where your dog may become unfriendly / react in a negative and/or aggressive manner:

Grabbing collar / hugging / removing from furniture / touching while sleeping / touching ears, paws, mouth, tail / other:

If you answered yes to any of the above, please circle the behavior/reaction that best describes your dog in the aforementioned situation: will bite / may bite / growls / shows teeth / trembles / moves away

Does your dog have any noise sensitivities? _____

Does your dog like children? _____

Which flea preventative do you use? _____

When was it last administered? _____

Does your dog have any health issues that would cause restrictions on activities or movements? _____

Does your dog have any allergies? Yes / No

Describe reaction: _____

Does your dog have any dietary restrictions? _____

Does your dog go to dog parks? _____

If yes, has he or she ever exhibited aggressive behavior toward other dogs such as mounting, baring teeth or raising hackles?

What does your dog do when you are not at home? _____

Are there any people your dog fears or dislikes? _____

Are there any dogs your dog fears or dislikes? _____

How does your dog react to puppies or small dogs? _____

Has your dog ever growled or snapped at anyone who has tried to take food
or toys away? _____

Has your dog ever bitten anyone? What happened? _____

Has your dog ever climbed a fence? _____

Feeding Instructions (Boarding clients) _____

Is there any other information that you think would be helpful? _____

The undersigned Guardian hereby warrants and represents that the information provided on this Interview Checklist is true and correct and that no information has been omitted that may materially change Happy Hound's acceptance of my dog for daycare, boarding or grooming. My dog has not been exposed to rabies, canine cough, or other communicable diseases within any thirty day period prior to boarding for daycare, and that all vaccinations are current and will be maintained as outlined in the Client Information Form.

Dated: _____, 201__

Guardian Signature

RULES & REGULATIONS

Adopted from the SPCA – San Francisco Literature

The goal of Happy Hound is to provide a safe, fun and stimulating social environment for dogs during the day and evening. We believe that this new pet care option for busy pet guardians will open up new homes for more shelter dogs. To ensure the safety and health of your pet and of our other guests, we require all of our guests to comply with the following Rules and Regulations.

AGE: All dogs must be four months of age or older unless in puppy playpen program.

SHOTS: All dogs must have up-to-date vaccinations. Guardians must provide written proof that their dogs have received DHPP (Distemper, Hepatitis, Parainfluenza, and Parvovirus) within the last year and the Kennel Cough (Bordetella) vaccine within the past six months. Rabies must also be current as required by local law.

HEALTH: All dogs must be in good health. Guardians will verify that their dog(s) are in good health and have not been ill with a communicable condition in the last 30 days. On admission all dogs must be free from any conditions, which could potentially jeopardize other guests. All dogs will require a veterinarian certification of health to be admitted or readmitted after any illness.

BEHAVIOR: All dogs must be non-aggressive towards humans and other dogs. They must not be object or food possessive or aggressive. Guardians hereby certify that their dog(s) have not harmed or shown any aggressive or threatening behavior towards any person or other dog(s). Please remember that your pet will be spending time with other pets and that their safety and health is our main concern.

I have read this page: _____
Guardian Initial

Date: _____, 201__

**Happy Hound Play & Daycare, Inc.
Behavior Training Addendum**

Guardian's Name _____

Dog's Name _____ **Date of Addendum:** _____, 201__

Training start date: _____, 201__ **Training completion date:** _____, 201__

Training Program and Fees Happy Hound will provide behavior training services for a non-refundable fee of \$_____. Training includes ___ days of boarding and training plus three follow up lessons to be scheduled after training completion.

Payment A Fifty Percent (50%) non-refundable deposit is due upon signing this Addendum to hold training and boarding dates. The balance is due at time your dog is dropped off for training.

Boarding Boarding services are included in the training package. All Boarding services will be provided by Happy Hound according to the terms of Guardian's written Agreement with Happy Hound dated _____, 201__.

Training Support and Consulting Happy Hound will provide follow up support by telephone or in person, as long as you own your dog. Happy Hound will provide behavior reinforcement training at no additional charge. If Happy Hound recommends that your dog needs follow up training appointments, all training will be conducted at Happy Hound's facility. If the recommended follow up training protocol requires more than one day, Happy Hound Play will charge a boarding fee not to exceed \$68.00 per night.

Guardian's Warranties, Representations and Promises I understand and agree that:

- my dog's training may involve use of training aids and tools selected by Happy Hound;
- to derive the desired benefits of training I must follow Happy Hound's post-training instructions and maintain recommended training protocols after training is completed;
- Happy Hound does not warrant or guarantee that my dog will always do or stop doing any specific behavior after training or that training will completely cure aggression and other behavioral problems because a dog's behavior is affected by many factors including:
 - human adoption and implementation of recommendations for changing my own behavior with respect to my dog;
 - genetics and breed tendencies;
 - interaction with other pets in or outside of my home;
 - my dog's age, past experience, nutrition and general health;
 - post-training experiences; and
 - previous training.

Signed _____ Date _____

FEES AND POLICIES

APPLICATION: All dogs must have a complete, up-to-date and approved application on file.

DAYS & HOURS: We are open Monday – Friday from 7am to 7pm, Saturday & Sunday 9am – 6pm. Holiday hours may differ. Our boarding rates are higher on certain holidays. **Dogs in the building after close of business will incur additional fees.**

FLEAS AND TICKS: Dogs who arrive at Happy Hound with flea and tick infestations will be bathed and treated and there will be an additional grooming charge.

BILLING POLICIES: Payment is due prior to your dog being dropped off. If you do not pay when you drop your dog we will charge your credit card.

LATE PICK-UP FEES: Guardian agrees that they will pick up their pet(s) prior to 7:00 PM (Monday – Friday) or 6:00 pm (Saturday, Sunday and posted holidays) or a late fee will be due billed at \$10.00. If a pet is not picked up by midnight, the pet may be boarded overnight at the current rate in effect. Guardian agrees to pay additional charges upon pick up of their pet. Clients can make prior arrangements for early drop off (5am – open) and late pick-up (close – 12am) for a flat fee of \$10.00.

RESERVATIONS AND CANCELLATION: There is a 20% cancellation fee if reservations are cancelled. The 20% is credited to your account for future use of Happy Hound services. If reservations are cancelled less than 24 hours prior to the reservation the 20% is non-refundable and forfeited. There is a 20% deposit to secure Thanksgiving and Christmas holiday reservations. The deposit is credited to your account up to two (2) weeks before the scheduled reservation. If a holiday reservation is cancelled less than two (2) weeks prior to check-in the deposit will not be refunded. If your credit card is denied you may be refused future services. Discount fees will revert to full fees if not paid when dog is picked up and credit card is denied. We are a small business and appreciate your cooperation.

For all first time boarding clients, a minimum of two (2) days of daycare are required. If the assigned number of trial daycare days are not completed prior to boarding then there will be an additional charge of \$76.00 (two days of daycare) charged to your account.

Guardian agrees that if their dog is older than six months of age then the dog will be spayed/neutered. Otherwise Board Only charges will apply.

For boarding clients, pick-up times are between 7am – 9am Monday – Friday and 9am – 11am Saturday, Sunday and posted holidays. If pet is picked up after these times you will be charged a day of daycare.

I have read and understand these Rules & Regulations: _____
Initial

Credit Card Information/Visa, Mastercard, American Express or Discover Only

Dog's Name(s): _____

Guardian's Name: _____

Credit Card Number – LAST FOUR DIGITS ONLY: _____

Happy Hound has my permission to charge my card for expenses relating to the care of my dog(s).

Guardian signature: _____

Date: _____, 201__

**Happy Hound Play & Daycare
Medical Release Form**

Dear Client:

If the Happy Hound staff deems your dog is in need of immediate veterinary care, or your dog presents with a potential illness and we are unable to contact you, or you are unable to pick up your dog we will take your dog to a licensed veterinarian. If your personal veterinarian is located in Oakland we will make every attempt to have your dog taken to them. If your veterinarian is unavailable, or we deem that your dog needs immediate care, or your veterinarian is out of our area, we will transport to Broadway Pet Hospital, 4920 Broadway, Oakland, Ca 94611.

I _____, as guardian of _____ give permission for Happy Hound Play & Daycare to act as my agent in the event of my dog needing medical attention. I further agree that I will be responsible for any and all cost of any veterinary care deemed necessary by the licensed veterinarian. In the event of a medical emergency, I authorize Happy Hound to have my dog treated by my dog's veterinarian or a veterinarian of Happy Hound's choice. I will pay for or reimburse Happy Hound for all costs of care and treatment.

Signed _____ Date _____

Day Time Phone # _____ Cell Phone/pager # _____

Regular Veterinarian _____ Phone# _____

Boarding Check-In

What to Bring:

- Food from home
- Bedding/blanket/crate from home
- Favorite toys
- Treats for the evening

Your dog's activity level will be heightened during their stay with us. Depending on the breed of our guest, you might want to consider an increase in their normal feeding plan. Keep in mind, they will be in the playgroup for up to 12 hours a day (with nap-time), socializing and playing. Sometimes that results in a very active, hungry guest at the end of their fun day. We want everyone to be comfortable in every way while they are vacationing here at Happy Hound.

Do not bring bowls from home

Water is given at night unless otherwise requested

Medication, Special meals & House food available at an additional charge

Classical music is played at night, ambient lighting turned on and nighttime treat given to ensure a relaxing transition to sleep

Schedule of Events:

7:00 am – Rise and shine and taken out to potty

8:00 am – Breakfast

8:30 am – Taken out to Big Hound Town, Middle Hound Town, Little Hound Town or Barker Outback

Daytime Activities – playing, climbing, sunning, hanging out with the doggy supervisors, greeting guests, playing ball, resting on the couch, etc.

5:00 pm – Dinner

5:30 pm – Taken back out to play area for play & potty

7:00 pm – Escorted to assigned room, given Kong with treat (upon approval). Classical music and ambient lighting soothes our guests into nighttime sleep