

DOG DAY CARE AGREEMENT



This Agreement and the Supplements referred to herein shall apply to all visits by your Pet to the Boston Dog Company.

1. **Services.** We agree to provide the specific services (“Services”) to your Pet for each visit as indicated on the Service Card that will be filled out for each of your Pet’s visits. We will exercise reasonable judgment in all circumstances as we provide the Services.
2. **Payment for Services.** You agree to pay us for the Services we provide to your Pet during each visit at the rates set forth at the start of such visit (collectively the “Charges”). Prices are subject to change without notice and seasonal rates may apply. Charges begin on the day you leave your Pet. Pick up time is by 7:00 p.m. Monday through Friday and 5:00pm on the weekend. If you are late and pick up is past 7:00pm additional charges will be due in the charge of 5.00 per 10 minutes late. In the event you will be late please call ahead. Additional charges will be then paid upon your arrival and pick up of your pet. You understand, however, that you will remain liable for all charges incurred during your Pet’s stay, and Boston Dog Company reserves the right to collect any unpaid balance.
3. **Reservations.** Reservations will be accepted but not guaranteed without verification of Boston Dog Company Pet policy requirements.
4. **Cancellations.** If you need to cancel your reservation, please do so at least (3) days prior to your Dog Day Care arrival date. Boston Dog Company reserves the right to charge late cancellation fees.
5. **Your Agent*.** You must provide an adult, over the age of 18, as your Agent. Your Agent must also be someone other than the primary Pet Parent(s). If we cannot reach you, you authorize us to contact the individual(s) designated as your Agent. You agree that your Agent shall have your full and complete authority to make all decisions, including those related to the expenditure of funds, for or on behalf of you and your Pet.
6. **Emergencies.** In the event of an emergency, every effort will be made to contact you or your Agent to retrieve your Pet. You agree that Boston Dog Company, at its sole discretion, is authorized to transport, and/or to make temporary alternative arrangements to house and care for your Pet until such time you or your Agent can retrieve the Pet.
7. **Drop Off and Pick Up.** The Boston Dog Company is open for Drop off at 7:00am when doors open. Pick up time is 7:00pm as posted at Boston Dog Company. Please be punctual and if you will be arriving late call ahead. Late fees may apply. We may require government issued identification before releasing the Pet(s) as we want to be sure we only release your Pet to you, your Agent or such other individual(s) designated by you in writing as authorized to pick up your Pet.
8. **Pet Health and Behavior.** We reserve the right to refuse to accept a Pet at Drop off for any reason, including without limitation, if it appears that the Pet is sick, injured, in pain, or that its behavior could jeopardize the health or safety of other Pets or our staff.
 - No Pet can attend Day Care with us unless the Pet is healthy and we have confirmation from a licensed veterinarian that the Pet has received all vaccinations required by Boston Dog Company.
 - We may accept certain older Pets and administer routine medication for chronic conditions, but we are not equipped to care for acutely sick Pets or aggressive or biting Pets.
 - You represent that to the best of your knowledge, your Pet has not been exposed to rabies, distemper, or parvovirus within 30 days prior to beginning its stay with us.
 - If your Pet has been treated for a contagious illness, we cannot accept your Pet for at least two (2) weeks after treatment has been completed and a statement of health is obtained from a licensed veterinarian.
 - You acknowledge and agree that in the unlikely event your Pet becomes ill or injured, or if your Pet has a pre-existing condition which is aggravated by its stay at Dog Day Care and requires professional attention, or if your Pet passes away during its stay, we will attempt to notify you or your Agent at the telephone numbers you provide on the reverse side. If we cannot reach you or your Agent, Boston Dog Company at its sole discretion, may engage the services of a veterinarian and/or administer medicine or give other necessary attention to your Pet, and you hereby authorize us to provide any such service at your additional expense. If you refuse medical treatment for your Pet, Boston Dog Company, at its sole discretion, may engage the services of a veterinarian and/or administer medicine to make your Pet as comfortable as possible until picked up by you or your Agent, and you hereby authorize us to provide any such service at your additional expense.
9. **Contact with Other Pets.** While your Pet is attending Dog Day Care with us, he or she may come into contact with other Pets. Every effort will be made to ensure the safety of our guests by enforcing strict Restrictions on Pets as set forth in Boston Dog Company’s procedures.
 - You acknowledge and agree that in the unlikely event another Pet, **YOU HEREBY RELEASE BOSTON DOG COMPANY AND ITS AGENTS FROM ANY LIABILITY FOR SUCH INJURY**, injures your Pet.
 - If your Pet injures another Pet, you will be solely responsible for any injury to the other Pet(s) as well as your own Pet, and **YOU HEREBY RELEASE BOSTON DOG COMPANY AND ITS AGENTS FROM ANY LIABILITY FOR SUCH INJURY**.
 - Communicable diseases: all Pets coming into the Boston Dog Company are required to be vaccinated. However, it is still possible for a Pet to become ill, even if vaccinated. This is not due to any circumstance or condition at the Boston Dog Company and you agree that Boston Dog Company is not liable for any illness suffered by your Pet during or after its stay, including but not limited to Tracheobronchitis (Canine Cough).

Pet 3

First

Pet 2

Last

Pet 1

10. Pets not picked up from Dog Day Care. In the event that you or your Agent do not pick up your Pet you will be charged a late fee, you hereby authorize us to continue to provide the daily Services as set forth in this Agreement at your expense. If Boston Dog Company determines, at its sole discretion, that an extension of Services is required, payment in full may be required prior to extending such Services to our off site Pet Sitting services. Notwithstanding the foregoing, if such Pet is deemed abandoned under local, state, or federal laws or regulations, or in Boston Dog Company's Day Care service discretion as permitted by law, we will follow the Abandoned Pet Procedure.

11. Abandoned Pet Procedure. Unless otherwise required by applicable law, if you fail to pick-up your Pet at the designated Pick -up time:

- All Services, with the exception of medication administration necessary to ensure Pet health and safety and Basic Services (as defined as Boarding) will be terminated. Day Care guests may be converted to Boarding Services if the Pet has not been collected within the Store hours and the expense thereof shall be paid by you;
- We will attempt to contact you by telephone and/or in writing using the information that you have provided, advising you that if your Pet is not picked up within a reasonable time period, your Pet will be deemed to be abandoned and that we will deliver the Pet to a third party adoption partner, Animal Control or other similar government agency. If you fail to pick-up your Pet for any reason, **YOU RELEASE BOSTON DOG COMPANY FROM ALL FURTHER LIABILITY AND RESPONSIBILITY FOR YOUR PET.**
- You shall remain liable to us for all unpaid charges including the court costs and reasonable attorney's fees incurred in the collection of the Charges.

12. Your representations to us. You represent to us that you are the owner of the Pet and that you are fully authorized to enter into this Agreement. All of the information about you and your Pet in this Agreement is true, accurate and complete.

- To the best of your knowledge, your Pet has no illness, injury or behavior problem (including aggressive or biting behavior) that has not been disclosed to us.
- You agree to indemnify and hold us harmless, from and against all loss, damage or expense, including attorney's fees, resulting from misrepresentations by you or your representatives or resulting from your Pet's stay including, without limitation, any person claiming to be the owner of your Pet and any person claiming damage or injury by your Pet.

13. Miscellaneous Provisions. This written Agreement constitutes our entire and only agreement and there are no oral agreements or understandings except as provided for herein.

- This Agreement shall bind us and our assigns and you and your heirs and assigns.
- The law that applies to the Agreement is the law of the state or province and municipality where your Pet is to stay. If there are disputes that result in litigation, the courts of the state or province and municipality where your Pet is to stay shall have exclusive jurisdiction.

14. Personal items. Do not bring items with your Pet that are valuable or irreplaceable. Boston Dog Company is not responsible for loss or damage to any personal item or toy left with your Pet.

15. Definitions. The terms used throughout this Agreement, whether capitalized or not, and in either the singular or plural form, shall mean as follows: "We," "us," and "Boston Dog Company" shall mean Boston Dog Company's service. "You" and "your" shall mean the Pet Parent signing this Agreement. "Pet" shall mean the dog(s) and "your Pet" shall refer to the Pet(s) designated by the Pet Parent in this Agreement.

You have read this entire Agreement, you have had the opportunity to discuss it with us to your satisfaction, and you agree to its terms.

Pet Parent Signature

Pet Parent Name – Please Print

Date

Address (City, State, Zip Code)

Home Phone

E-mail Address

Cell Phone

Agents* who can act on your behalf for all purposes under this Agreement:

Agent 1 Name: _____ Home Phone: _____

Relationship to Pet Parent: _____ Cell Phone: _____

Agent 2 Name: _____ Home Phone: _____

Relationship to Pet Parent: _____ Cell Phone: _____