



## SERVICE AGREEMENT

**THIS MUTUAL AGREEMENT** is entered into between **City Critters LLC (dba FUZZY BUDDY'S DOG DAYCARE), a Washington Limited Liability Corporation;** ("FBDD") and \_\_\_\_\_, ("Owner"), for the daycare of the following pet(s): \_\_\_\_\_.

This Agreement incorporates by reference the "Application Form" completed as part of registration.

### I. TERMS

**A. ENROLLMENT:** All dogs must be in compliance with FBDD'S health and behavior requirements or admission will be denied. FBDD reserves the right to refuse services and terminate enrollment when, in the opinion of FBDD's staff, such refusal or termination is necessary for the health, safety, or comfort of other pets or staff.

1. **Neutered or Spayed Status:** All male dogs over 12 months of age must be neutered in order to be admitted for or remain in daycare. Female dogs cannot attend near beginning of heat cycle, during heat cycle, or three weeks after heat cycle. If at any time unneutered/unspayed status of dog appears to cause issues with the group dynamics in the playroom, that dog will be asked to find another exercise alternative until s/he is spayed or neutered.

**B. HOURS OF OPERATION:** FBDD is open during the hours of 6:30 a.m. to 7:00 p.m., Monday through Friday. You may drop off any time before 2:45pm. Dogs picked up after closing are subject to a \$1 per minute late fee.

**C. CONTACT INFO AND PICK UP LIST:** Owner is responsible for keeping all contact information current with FBDD. Owner authorizes FBDD to release Owner's pet to alternate caretakers who can supply the dog's full name, the Owner's full name, and a description of the dog. FBDD will honor the Custody Restrictions as specified on the Application if Owner supplies requested information and photographs.

**D. CHARGES:** All fees are due and payable in advance or on day of service, and are non-refundable. Fees are subject to modification and it is Owner's obligation to keep informed about rates in effect. All 5-, 10-, and 20-visit packages must be used within 6 months of purchase. FBDD charges the maximum amount allowable at law for checks or charge cards refused by the payment source.

1. **Late Charges:** Owner will be charged the sum of \$1 per minute past closing hours. In the event that Owner is more than one hour late without notice to FBDD, then FBDD reserves the right to move Owner's pet to a kennel of FBDD's choosing and Owner shall be responsible for all transportation and kennel charges.

### E. GENERAL CONDITIONS:

1. **Dog Demeanor:** Owner represents to FBDD that the pet(s) enrolled herein are in good health and have not harmed or demonstrated any aggressive or threatening behavior toward any person or dog.

2. **Liability:** Owner is directly financially responsible for any physical harm caused by the enrolled pet to any person or dog at FBDD. Owner shall fully indemnify and hold-harmless FBDD, its staff and volunteers from any claims associated with inappropriate or aggressive behavior of Owner's pet while at FBDD.

3. **Assumption of Risk:** FBDD attempts to care for dogs in an environment that is safe and healthy for your pet. Owner recognizes that enrollment of Owner's pet raises certain risks, including Owner's pet becoming injured or killed, or contracting certain illnesses, fleas, and other infestations which

are beyond FB's ability to fully assess and control. Because unspayed females can go through "silent heats", there is a risk of pregnancy. Owner accepts such risks when enrolling their pet.

**4. Reliance:** FBDD has relied upon, and conditioned the extension of this Agreement upon, the information contained in the Application Form completed by Owner. Owner certifies that all statements are true and correct to the best of Owner's information and belief.

**5. Illnesses:** Owner understands and agrees not to bring enrolled pet to the daycare if the pet is ill or has any contagious disease that could affect other dogs at the center. FBDD may call Owner in the event Owner's pet becomes medically ill; or when conditions make the early pick up of Owner's pet necessary for the health or safety of other dogs in the daycare center.

**6. Consent to Medical Treatment:** Owner authorizes FBDD to have Owner's pet treated for any medical emergencies that may arise during care. Owner also consents to any emergency medical treatment deemed medically necessary by the attending D.V.M. FBDD will first attempt to contact Owner. If Owner cannot be reached, then FBDD reserves the right to have Owner's pet treated by any D.V.M. available to FBDD. Owner shall be financially responsible for all emergency medical treatment and shall indemnify and hold harmless FBDD from all such cost and liability.

**7. Release:** Owner knowingly and intentionally releases and discharges any claims against FBDD, its officers, employees, and volunteers, except those that arise out of gross, wanton, or willful acts, which arise out of this Agreement.

**8. Outside Businesses:** FBDD is not liable for injuries or illnesses caused by the negligence of any other dog care business, including businesses owned by FBDD staff, who take the Owner's dog off premises for exercise or boarding purposes and who are paid directly by the Owner for their services.

**9. Photo Release:** Owner agrees that Owner's pet may be photographed or videotaped. Owner's pet's image may be used by FBDD for promotional materials including the website, printed materials, advertisements, press coverage, television coverage, social media, and on the internet.

**10. Recommendations/Complaints:** Any suggestions, comments, and complaints by Owner should be reported to the daycare owner when issue arises to insure timely response and effectiveness.

**11. Fees/Cost/Dispute Resolution:** In the event that FBDD and Owner have a dispute over this Agreement that cannot be resolved by informal discussion, then Owner and FBDD agree to submit the dispute to mediation and/or binding arbitration before the Better Business Bureau (BBB). The prevailing party to any arbitration shall be entitled to recover the cost of arbitration including a reasonable attorney's fee, if any, to be determined by the arbitrator whose decision is final.

**12. Miscellaneous:** This Agreement represents the final agreement between FBDD and Owner and supercedes all prior oral and written discussions. This Agreement shall be construed under the laws of the State of Washington. Owner has read FBDD's Welcome Sheet. Owner understands that enrollment is subject to listed rules and regulations and Owner's compliance therewith.

**13. Disclosure:** Owner has disclosed all pertinent information about Owner's dog(s), including any personality traits, behavioral problems, health issues, etc. Owner agrees to inform FBDD staff of any changes observed in pet's behavior and to alert FBDD of any actual or possible health conditions which could affect the life, health and safety of other dogs, or people, at FBDD.

Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

OWNER(S):

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