



This is an agreement between WOOF, LLC (hereinafter known as WOOF), and the Owner/Guardian (hereinafter known as Owner/Guardian) whose name is _____ and whose address is _____ and whose signature appears on Page 2. Following are the terms of service for the daycare and or overnight care of the Owner/Guardian's Dog(s) (name(s)) _____:

1. By signing this Agreement and leaving your Dog(s) with WOOF, Owner/Guardian certifies to the accuracy of all information provided to WOOF in writing and orally about the Dog(s). WOOF reserves the right to deny admittance to the Dog(s) or any Dog(s) for any reason at any time.
2. Owner/Guardian specifically represents that he or she is the sole Owner/Guardian of the Dog(s), free and clear of all liens and encumbrances.
3. Owner/Guardian specifically represents to WOOF that, to the Owner/Guardian's knowledge, the Dog(s) has not been exposed to any contagious diseases within the past 30 day period prior to check-in. Owner/Guardian understands that each time Dog is brought to WOOF, Owner/Guardian is recertifying that the Dog(s) is in good health and has not had any communicable illnesses of any kind for 30 days prior to check-in. Owner/Guardian further agrees to provide WOOF with proof of required vaccinations upon request.
4. While WOOF makes every effort to ensure that Dogs staying at WOOF are healthy by requiring their Owner/Guardians to affirmatively represent that all vaccines for their Dog(s) are current and that they do not believe that their Dog(s) has a communicable illness, Owner/Guardian acknowledges and is aware that the employees of WOOF are not veterinarians and do not have backgrounds in animal medicine and are not expected to diagnose or detect illnesses in the dogs that are staying at WOOF. In addition, Owner/Guardian acknowledges and is aware that vaccines do not protect against all illnesses that may affect a Dog(s).
5. Owner/Guardian understands that WOOF utilizes playgroups where dogs interact and co-mingle with other dogs. Owner/Guardian also understands and acknowledges that there is an inherent risk of accident or injury to their Dog(s), other dogs or persons associated with group play. Owner/Guardian understands that, even in the most controlled and well-supervised circumstance, there may be incidents and unpredictable behavior that could result injury to Dog(s).
6. Owner/Guardian acknowledges that WOOF and its employees make all reasonable efforts to notice any nicks or scratches that may occur and grants WOOF and its employees full authority to make decisions involving first aid treatment of Dog(s) while at WOOF which may involve cutting/clipping of hair and wound care and treatment. WOOF staff may or may not notify the Owner/Guardian immediately if the Dog(s) sustain any nicks or scratches but may wait and notify the Owner/Guardian when the Dog(s) is picked up. Any apparent injury or illness to the Dog(s) as well as any treatment administered will, under every circumstance, be pointed out to the Owner/Guardian at the time of pick-up.
7. Owner/Guardian agrees to be solely responsible for any and all acts or behavior of the Dog(s) while in the care of WOOF, including payment of costs of injury to staff or other animals or damage to facilities caused by the Dog(s). Owner/Guardian further agrees to indemnify WOOF and its agents against any claims made against WOOF or its employees or members or other agents of losses or damages of any kind suffered by WOOF or its agents as a result of Owner/Guardian's failure to inform WOOF of any pre-existing condition that the Dog may have (such as illness or aggression problems) or which were otherwise caused by the Dog(s).
8. In an emergency, WOOF will attempt to contact the Dog(s)' personal veterinarian as well as the Owner/Guardian; however, such an emergency might not provide the time to do so prior to the administration of care. Owner/Guardian authorizes WOOF to obtain medical attention for the Dog(s) from any qualified veterinarian and to transport the Dog(s) to and from such veterinarian when WOOF deems such medical care is important to Dog(s) health. Owner/Guardian grants WOOF and its employees or agent full authority to make decisions involving the medical treatment of Dog(s) and agrees to pay for all related costs. This applies to any claims for injuries or damages related to such medical care or that arise due to the transport of the Dog(s). In the event of a Dog(s) death the Owner/Guardian or the Owner/Guardian's emergency contact will be notified immediately.

- 9. OWNER/GUARDIAN ACKNOWLEDGES AND AGREES THAT THEY ARE ASSUMING ALL RISK OF ILLNESS, DISEASE, HARM OR OTHERWISE TO THEIR PET BY ALLOWING THEIR PET TO STAY AT WOOF. WOOF AGREES TO EXERCISE REASONABLE CARE OF THE DOG DURING ITS STAY AND, IF APPLICABLE, DURING TRANSPORT. IF A PET IS TRANSPORTED TO OR FROM WOOF BY WOOF STAFF, OWNER/GUARDIAN HOLDS WOOF HARMLESS IN THE EVENT OF INJURY OR ACCIDENT DURING TRANSPORTATION. IT IS EXPRESSLY AGREED BY OWNER/GUARDIAN AND WOOF THAT WOOF'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 DOG ADMITTED.
- 10. This agreement contains the entire agreement between the parties. All terms and conditions of this Agreement shall be binding on the heirs, administrators, personal representatives and assignees of the Owner/Guardian and WOOF.
- 11. Any controversy or claim arising out of or relating to this Agreement, or the 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 the 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 California 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 California 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 9, WHICH DISCUSSES ARBITRATION. THE PARTIES UNDERSTAND THAT BY SIGNING THIS AGREEMENT THAT THEY WILL SUBMIT ANY CLAIMS ARISING OUT OF, 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 THIS PARTY'S RIGHT TO A JURY TRIAL AND RELATED TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE RELATIONSHIP BETWEEN THE PARTIES.

Signatures:

Owner/Guardian:

Witness (WOOF staff):

Name (please print) _____

Name (please print) _____

Dog(s) Name _____

Signature _____

Signature _____

Date _____

Date _____

WOOF
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