



## The Local Bark Stay, Play, and Learn Services Agreement

This Agreement and the Supplements referred to herein shall apply to all visits by your Dog to The Local Bark.

**Services.** We agree to provide the specific services (“Services”) to your Dog for each visit as indicated on The Local Bark Service Card that will be filled out for each of your Dog’s visits.

**Payment for Services.** You agree to pay us for the Services we provide to your Dog 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 Dog. In the event you do not pay your bill at the time of your Dog’s departure, The Local Bark will return your Dog to you, however you understand you will remain liable for all charges incurred during your Dog’s stay, and The Local Bark reserves the right to collect any unpaid balance.

**Reservations.** Reservations will be accepted but not guaranteed without verification of The Local Bark requirements.

**Cancellations.** You understand that a full day of play care will be charged to you if you fail to cancel your reservation for play care 24 hours in advance of your reservation. You further understand that for no cancellation charge to apply, reservations for overnight boarding must be cancelled at least 48 hours in advance; however, if your reservation is within three days on either side of a holiday described in The Local Bark Rules, your reservation must be cancelled within 72 hours of the first day of your reservation. If your Dog’s reservation is cancelled within 48 or 72 hours, respectively, of the first boarding date, you understand that you will be responsible for a cancellation fee to be determined by The Local Bark. If you fail to provide any advance notice of cancellation, you understand that you will be charged a no-show fee equivalent to the fee for two (2) nights of boarding.

**Emergencies.** You must provide the name and contact information of an adult, over the age of 18, to make decisions on behalf of your Dog in the case we are unable to reach you in the event of an emergency. In an emergency, The Local Bark will use reasonable efforts to contact you, your Dog’s veterinarian, or the emergency contact provided to The Local Bark by you. You hereby authorize, acknowledge and agree that your Dog’s veterinarian or your emergency contact person has your full and complete authority to make all decisions, including expenditure of funds, for and on behalf of you and your Dog. In certain situations an emergency might not provide the time for The Local Bark to contact you, your Dog’s veterinarian or your emergency contact person prior to the administration of care. You therefore authorize The Local Bark to obtain medical attention for your Dog from any qualified veterinarian and to transport your Dog to and from such veterinarian when The Local Bark, at its sole discretion, deems such medical care to be important to your Dog’s health. You grant The Local Bark and its staff full authority, at its sole discretion, to make decisions involving the medical treatment of your Dog and agrees to pay for all related costs. In the event that complications, injury or the death of your Dog may occur due to you refusing veterinarian recommended care, The Local Bark shall not be held responsible.

**Dog Health and Behavior.** The Local Bark reserves the right to refuse service to any Dog at any time and for any reason including, without limitation, Dogs that lack proof of proper vaccination, having untreated or potentially contagious health conditions, or demonstrate aggressive behavior or behavior that could jeopardize the health or safety of other Dogs or staff.

- No Dog can stay with us unless the Dog is healthy and we have confirmation from a licensed veterinarian that the Dog has received all vaccinations required by The Local Bark.
- If at any time your Dog is found to have fleas or ticks, we may provide the appropriate treatment for their removal, however such service will be at your additional expense.
- To the best of your knowledge, your Dog has not been exposed to rabies, distemper, or parvo virus within 30 days prior to your Dog’s stay.
- You acknowledge that we may contact appropriate authorities in the event your Dog bites another Dog or any person.
- You acknowledge and agree that while The Local Bark maintains strict guidelines for dog safety and health, The Local Bark’s staff members are not veterinarians and do not have backgrounds in animal medicine and are not expected to detect illnesses in dogs.
- Unless you otherwise notify The Local Bark in writing, you hereby represent and warrant to The Local Bark that your Dog is spayed or neutered.
- Unless you otherwise notify The Local Bark in writing, you hereby represent and warrant to The Local Bark that your Dog does not have any behavior problems such as aggressive behavior or biting, and has not harmed or shown aggression towards any person(s) or other animal(s) that has not been disclosed to The Local Bark.

Owner Initials \_\_\_\_\_

**Contact with Other Dogs.** While your Dog is staying at The Local Bark or being cared for outside of our facility, he or she may come into contact with other Dogs. Every effort will be made to ensure the safety of our guests by enforcing our safety and health protocol as set forth in The Local Bark procedures.

- You acknowledge and agree that in the unlikely event your Dog is injured by another Dog, you will not hold us responsible for the injury.
- If your Dog injures another Dog, you will be solely responsible for any injury to the other Dog(s) as well as your own Dog.
- Communicable diseases: all Dogs coming into The Local Bark are required to be vaccinated. However, it is still possible for a Dog to become ill, even if vaccinated. This is not due to any circumstance or condition at The Local Bark and you agree that The Local Bark and any staff members are not liable for any illness suffered by your Dog during or after its stay, including but not limited to Tracheobronchitis (Canine Cough).

**Dogs not picked up on Departure Date.** In the event that you or anyone authorized by you do not pick up your Dog on the agreed upon departure date, you hereby authorize The Local Bark to continue to provide the daily Services as set forth in this Agreement at your expense. If an extension of Services is required, payment in full is required prior to extending such Services. Notwithstanding the foregoing, if such Dog is deemed abandoned under local, state, or federal laws or regulations, or in The Local Bark's discretion as permitted by law, we will follow the Abandoned Dog Procedure.

**Play Time Participation.** You understand that your Dog's participation in play time is at the sole discretion of The Local Bark and that your Dog may be separated from other dogs or asked to leave for any reason. If it is determined at the sole discretion of The Local Bark that your Dog needs to be excluded from play time and contact with other dogs for any reason, your Dog will be placed in our Special Care service each of the remaining days of your Dog's stay and you will be obligated to pay for any fees incurred for our Special Care service.

**Personal items.** The Local Bark does not allow you to leave any personal items for or with your Dog during your Dog's stay. The Local Bark is not responsible for any loss or damages caused to any personal items that occur on its premises.

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

**Abandoned Dog Procedure.** Unless otherwise required by law, if you fail to pick up your Dog on the designated departure date:

- All Services, with the exception of medication administration necessary to ensure your Dog's health and safety, for such Dog other than Basic Services (as defined as Boarding) will be terminated. Day Care or Play Care guests may be converted to Boarding Services or Stay Services if the Dog has not been collected within the Lobby 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 Dog is not picked up within a reasonable time period, your Dog will be deemed to be abandoned and that we will deliver the Dog to a third party adoption partner, Animal Control or other similar government agency. In no event shall The Local Bark have any further responsibility for the Dog.
- 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.

**Assumption of Risk.** YOU ACKNOWLEDGE AND AGREE THAT YOU ARE ASSUMING ALL RISK OF ILLNESS, DISEASE, HARM OR OTHERWISE TO YOUR DOG BY ALLOWING YOUR DOG TO STAY AT AND BE CARED FOR BY THE LOCAL BARK AND USE SERVICES OFFERED BY THE LOCAL BARK. THE LOCAL BARK WILL EXERCISE REASONABLE CARE OF YOUR DOG DURING ITS STAY AND IN CONNECTION WITH PROVISION OF SERVICES AND, IF APPLICABLE, DURING TRANSPORT AND OFFSITE HANDLING. IF YOUR DOG IS INJURED OR OTHERWISE HARMED OR DIES, WHETHER DURING ITS STAY, DURING THE PROVISION OF SERVICES BY THE LOCAL BARK, DURING TRANSPORTATION TO OR FROM THE LOCAL BARK, OR DURING CARE OUTSIDE THE LOCAL BARK FACILITIES BY THE LOCAL BARK STAFF OR AGENTS, YOU HOLD THE LOCAL BARK AND ITS AGENTS HARMLESS IN THE EVENT OF ANY SUCH INJURY OR ACCIDENT. IT IS EXPRESSLY AGREED BY YOU AND THE LOCAL BARK THAT THE LOCAL BARK'S LIABILITY SHALL IN NO EVENT EXCEED THE SUM OF \$400.00 PER DOG ADMITTED.

**Indemnification.** You agree to be solely responsible for any and all acts or behavior of your Dog while in the care of The Local Bark, including payment of costs of injury to staff or other agents of The Local Bark, other animals or damage to facilities or any other damage to property caused by your Dog. You further agree to fully and completely indemnify and hold harmless The Local Bark, its agents and attorneys from and against any and all loss, damage or expense, including attorney's fees, or claims of any kind made against The Local Bark, its employees, members or other agents or losses or damages of any kind incurred by The Local Bark or its agents as a result of any misrepresentations by you or its representatives, your Dog's stay including, without limitation, any person claiming injury or damage caused by your Dog, your failure to inform The Local Bark of any pre-existing condition your Dog may have such as illness or aggression problems or which were otherwise caused by your Dog.

**Video and Photography.** You agree to allow The Local Bark to use your Dog's name and any images or likeness of your Dog taken, while your Dog is under the care of The Local Bark, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials. You agree that this provision is binding on you and all of your successors, your heirs, your administrators, your personal representatives and your assigns.

Owner Initials \_\_\_\_\_

**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, your heirs, your administrators, your personal representatives and your assigns.

**Definitions.** The terms used throughout this Agreement, whether capitalized or not, and in either the singular or plural form, shall mean as follows: "We," "our," and "us" shall mean El Dorado K9 Training, Inc. doing business as "The Local Bark". "You" and "your" shall mean the Dog Owner or Guardian signing this Agreement. "Dog" shall mean the dog(s) staying at The Local Bark and "your Dog" shall refer to the Dog(s) designated by the Dog Owner or Guardian in this Agreement.

**Dispute Resolution.** EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS AGREEMENT. Any dispute or claim in law or equity arising out of this agreement, or any transaction resulting from this agreement, shall be decided by neutral binding arbitration in accordance with the California Code of Civil Procedure, Part III, Title 9. Judgment upon any argument rendered may be entered in a court having jurisdiction thereof. The parties shall have the right to discovery pursuant to California Code of Civil Procedure, Section 1283.5. If the parties cannot agree on the selection of an arbitrator, the Presiding Judge of the Superior Court having jurisdiction to enforce the award shall select the arbitrator. The arbitrator's fee shall be paid by the losing party. THE PARTIES HAVE READ AND UNDERSTAND THIS ARBITRATION CLAUSE. 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 THE PARTY'S RIGHT TO A JURY TRIAL AND RELATED TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE RELATIONSHIPS BETWEEN THE PARTIES.

**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.**

\_\_\_\_\_  
Owner/Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Guardian Name (please print)

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Address (Street or Mailing Address)

\_\_\_\_\_  
Cell Phone

\_\_\_\_\_  
Address (City, State, Zip)

\_\_\_\_\_  
Email Address

**Emergency contact: Person who can act on your behalf for all purposes under this Agreement:**

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Phone