

Happy Hound Client Copy Daycare & Boarding Agreement

This Contract for pet daycare, boarding and grooming services between Happy Hound Play & Daycare, Inc., (“Happy Hound”) and the guardian whose signature appears below (“Guardian”) includes the terms and conditions of our Agreement regarding our 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

Daycare: Happy Hound will provide daycare, boarding and grooming services to your pet in its 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 comfortable private rooms. Overnight guests are served breakfast and dinner with food you provide from home. Before lights are out, each guest gets 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.

Happy Hound has a staff employee 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.

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. By signing this contract and the Interview Checklist you warrant that all information is true and correct and that there are no issues which, if made known to Happy Hound, would cause us to exclude your dog from daycare or boarding. Happy Hound reserves the right to refuse service to any dog for any reason.

Guardian Responsibilities: You agree to abide by all of the Happy Hound Rules & Regulations, as may occasionally be changed by Happy Hound upon posting or sending notice to Guardians.

Payment for Services: You agree to pay for all Happy Hound services 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.

Photos and Publicity: Guardian's dog(s) may be 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.

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, 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.

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.

WAIVER AND RELEASE

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 hereby agrees to 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 to, relating to or arising out of my dog's presence at Happy Hound or caused by 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 Guardian hereby waives all claims and releases 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. This release includes, without limitation, any personal injury, death, or property damage caused by the active or passive negligence of any of Happy Hound and I bear sole responsibility for any loss.

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 the 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. 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.

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 the guardian or agent for the guardian will pick up their pet(s) prior to 7:00 PM (Monday – Friday) 6:00 pm (Saturday, Sunday and posted holidays) unless prior arrangements are made or a late fee will be due billed at \$5.00 per minute. If a pet is not picked up by posted time the pet may be boarded overnight at guardians expense at the current rate in effect. Guardian agrees to pay additional charges upon pick up of their pet. To avoid the late fees, 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.

Holiday rates may be at a higher rate (President's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas)

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 \$20.00 per night 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.

**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 Montclair Veterinary Hospital, 1961 Mountain Blvd, 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.