

**Dog Daycare and Boarding Agreement
and Pet Owner's Complete Release of Liability**

This Dog Daycare and Boarding Agreement and Pet Owner Complete Release of Liability (hereinafter "Agreement") is entered into by and between D.O.G. Gables ("D.O.G. Gables") and _____ ("Owner") concerning Owner's _____, named _____ ("Canine").

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1. **Services.** D.O.G. Gables hereby agrees to perform services for Canine, as set forth in the Services Menu attached and made part hereof by reference ("Services").

2. **Payment.** In consideration of the Services provided by D.O.G. Gables, Owner agrees to pay the applicable fees and charges in effect at the time Canine is brought in for care at D.O.G. Gables. Prices contained on the Services Menu are subject to change at the discretion of D.O.G. Gables, without notice to Owner, and Owner acknowledges and agrees to pay such prices as amended.

3. **Term and Termination.** This Agreement shall remain in full force and effect as long as the Owner continues to employ D.O.G. Gables. D.O.G. Gables may terminate this Agreement for any reason at any time. Notwithstanding a termination of the Agreement by D.O.G. Gables or by Owner, Owner's payment and related obligations for Services rendered hereunder shall remain and must be timely paid. Owner is further liable for any attorney's fees and costs incurred by D.O.G. Gables in collection of these charges.

4. **Owner Representations.** Owner hereby warrants and represents that:

- a. Owner is the sole owner of Canine or the agent of the owner of Canine and is authorized to enter into this Agreement;
- b. Canine is in overall good health;
- c. Canine is current on all vaccinations, including Rabies, DHPP and Bordetella;
- d. Canine is on a flea and tick prevention treatment;
- e. Canine has NOT exhibited aggressive behavior towards humans or other dogs or animals; and
- f. All information provided herein and otherwise by Owner to D.O.G. Gables relating to Canine is true and correct.

5. **D.O.G. Gables' Representations.** D.O.G. Gables shall exercise reasonable care for the safety of Canine while at its premises, yet shall not be liable to Owner or any other person or entity for any losses or damages arising from or related to Canine's actions or behavior while under D.O.G. Gables' care.

6. **Assumption of the Risk.** Owner understands that D.O.G. Gables' care and boarding facilities include open boarding and play areas where animals co-mingle in groups. Owner recognizes that there are inherent risks of illness or injury when dealing with other animals. Owner further understands that when dogs play in groups, they may suffer injuries such as nicks and scratches. Added risks include, but are not limited to, problems resulting from ingesting food scraps and other items found inside or outdoors and contracting various illnesses such as kennel cough or similar ailments. Owner assumes all risks to Canine related to or arising from its care from D.O.G. Gables.

7. **Authorized Medical Care.** Owner authorizes and instructs D.O.G. Gables to seek veterinary advice and care, including emergency care, at Owner's expense as deemed necessary by D.O.G. Gables (with a veterinarian and/or veterinary hospital of D.O.G. Gables' choice) for Canine's well being. D.O.G. Gables is not required to notify Owner or to obtain Owner's prior consent before seeking such medical attention. Owner is solely responsible for the payment of all medical bills and all related transportation costs and expenses associated with Canine's veterinary and/or medical care as ordered and required by D.O.G. Gables.

8. **Hurricane Waiver of Liability.** In the event of a hurricane at its premises in Miami, Florida, D.O.G. Gables will not be responsible for the safety and well being of Canine during the hurricane and/or during the two weeks following the storm. Accordingly, within five (5) hours of the issuance of a hurricane warning covering Miami-Dade County, Florida, Owner agrees to remove Canine from D.O.G. Gables' premises. Should Owner fail to do so, D.O.G. Gables cannot and will not guarantee the safety of Canine and Owner expressly assumes any and all risks to Canine related to or arising from its care from D.O.G. Gables during the hurricane.

9. **Credit Card Authorization.** Owner warrants and represents that the credit card on file with D.O.G. Gables is valid and in good standing. Should such status change, Owner shall immediately notify D.O.G. Gables and provide a replacement credit card within twenty-four (24) hours. Owner authorizes D.O.G. Gables to charge the active credit card on file for the following:

- a. All outstanding or unpaid balances for Services and/or care provided by D.O.G. Gables for Canine that remain unpaid for more than fifteen (15) days from date of invoice;
- b. All medical care for Canine ordered by D.O.G. Gables as described earlier in paragraph 5 herein (whether emergency medical care or otherwise); and
- c. For boarding stays of ten (10) days or more, every ten days while the Canine is boarding at D.O.G. Gables.

10. **Advertising.** Owner agrees that the names, likenesses of Owner, Owner's family, Owner's agents or representatives and Canine may be used on the D.O.G. Gables' website and

within other advertising and promotional materials, including but not limited to, news programs as well as any other press, media, radio, television and/or internet coverage within the sole discretion of D.O.G. Gables.

11. **Abandonment.** Owner acknowledges that Owner has hereby been notified by D.O.G. Gables that if Canine is not retrieved by Owner within ten (10) days of Canine's scheduled pick-up date, then D.O.G. Gables may deem Canine "abandoned" as described in Section 705.19, Florida Statutes. D.O.G. Gables may then relinquish custody of Canine to the nearest humane society or dog pound in the area or take such other action as permitted by Florida Law. Despite any such abandonment, Owner will remain liable to D.O.G. Gables for all unpaid Services and care charges, as well as, all fees and expenses associated with removal of Canine. Owner is further liable for any attorney's fees and costs incurred by D.O.G. Gables in collection of any such charges.

12. **Discipline.** Owner acknowledges and agrees that D.O.G. Gables and/or its employees, officers or agents may be required to discipline Canine. Owner grants D.O.G. Gables and/or its employees, officers or agents, permission to reasonably discipline the Canine in the most humane way possible under the circumstances. Owner authorizes D.O.G. Gables to use basket-over-muzzle, if deemed necessary by D.O.G. Gables in order to prevent danger to other canines or to people present at the subject premises.

13. **Right to Reject.** D.O.G. Gables may reject Canine (either prior to or subsequent to the execution of this Agreement) as follows:

- a. If Canine exhibits any signs of infestation (fleas, ticks, and/or any other parasites and/or any illness or disease of any kind); and/or
- b. If Canine demonstrates any aggressive or other behavior deemed inappropriate by D.O.G. Gables.

14. **Veterinary Records.** Owner authorizes Canine's veterinarian listed in the D.O.G. Gables Client & Canine Application to release Canine's medical records and history to D.O.G. Gables upon its written request.

15. **Prohibited Canines.** The following canines will not be permitted at D.O.G. Gables and/ or into Group Play:

- a. Female canines which have not been spayed; and
- b. Pit bulls, Staffordshire Terrier, Chow Chows, Shar Peis, Dogo Argentino, Cane Corso, Brazilian Fila, Presa Canario, Mastiffs, Bull Terriers, Wolf-Hybrids or/and any mixes of the above breeds

16. **Facility.** No more than three (3) guests can visit a canine under the care of D.O.G. Gables at the facility at the same time. Children ages 15 and under must be accompanied by an adult at all times.

17. **Owner Indemnification.** As consideration for the Services rendered by D.O.G. Gables, Owner shall indemnify, defend and hold D.O.G. Gables, its successors, assigns, invitees, lessors, affiliates, members, managing members, officers, directors, independent contractors, present and former agents and employees, customers, clients, owners, subsidiaries and beneficiaries (hereinafter, collectively "Releasees") harmless from and against any and all losses, liabilities, damages, demands, actions, claims, lawsuits, fines, costs, expenses (including, but not limited to, attorney's fees and costs in courts of all levels and any veterinary costs and expenses for Canine) whether known or unknown, foreseen or unforeseen and from the beginning of time to the present arising from or related in any way to:

- a. Any Services or actions performed by Releasees (arising out of or related to this Agreement, including any negligence of Releasees); and
- b. Any acts or behavior of Canine while in the care of Releasees, including but not limited to, any injury, damage or death to the employees, agents, clients, the general public and/or any other animals.

18. **Owner Complete Release of Liability.** To the maximum extent under Florida Law, Owner unconditionally, fully and finally releases Releasees from and against any and all losses, liabilities, damages (compensatory, consequential, special and punitive damages), demands, actions, claims, lawsuits, fines, costs, expenses (including, but not limited to, attorney's fees and costs in courts of all levels and any veterinary costs and expenses for Canine) whether known or unknown, foreseen or unforeseen and from the beginning of time to the present arising from or related in any way to any Services or actions performed by Releasees (arising out of or related to this Agreement, including, but not limited to, any negligence of Releasees) which caused and/or contributed to any injury, damage or the death of Canine while under the care of Releasees.

19. **Entire Agreement.** This Agreement contains the entire agreement between the parties. All terms and conditions of this Agreement shall be binding on the heirs, estates, assigns and successors of the parties. If any provision of the Agreement is deemed unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement will remain in effect.

20. **Choice of Law.** This Agreement shall be construed and governed in accordance with Florida Law.

21. **Dispute Resolution.** Any dispute arising out of this Agreement or its terms shall be resolved in the Florida Circuit Court, in and for Miami-Dade County, 11th Judicial Circuit. Should an action or proceeding be commenced to interpret or enforce any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs (in both the trial and appellate courts).

22. **Miscellaneous.** No Owner, Owner's representative, family member or agent shall be allowed on the subject premises while under the influence of drugs or alcohol. No drugs, alcohol or cigarettes are allowed on D.O.G. Gables' premises and any violation of this provision will result in the termination of the Agreement with Owner, who will be liable for all unpaid Services and care charges.

23. **Execution of Agreement.** This Agreement may be executed in counterpart by email or by facsimile copy and shall be binding as if executed in person on the same original document.

OWNER ACKNOWLEDGES THAT, BEFORE SIGNING THIS AGREEMENT, OWNER WAS GIVEN A FAIR OPPORTUNITY TO READ IT, EVALUATE AND UNDERSTAND IT (INCLUDING THE PROVISIONS ESTABLISHING OWNER'S ASSUMPTION OF THE RISK, INDEMNIFICATION OBLIGATIONS TO D.O.G. GABLES AND RELEASEES AND OWNER'S COMPLETE AND UNCONDITIONAL RELEASE OF D.O.G. GABLES AND RELEASEES' LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY FLORIDA LAW). MOREOVER, OWNER WAS FURTHER ADVISED TO SEEK ADVICE OF LEGAL COUNSEL IF SO DESIRED AND EITHER VOLUNTARILY EXERCISED THAT RIGHT OR WAIVED IT PRIOR TO SIGNING THIS AGREEMENT. THUS, OWNER AGREES TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT.

Date: _____
Owner/Owner's Authorized Representative
Print Name: _____

Date: _____
D.O.G. Gables
Print Name: _____
Title: _____

