



## DAYCARE CLIENT AGREEMENT

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CIAO BOW WOW provides a safe, fun and stimulating environment for social, friendly dogs to play and exercise. To insure the health and safety of your dog and that of all our canine clients, we require all owners to complete and sign the following agreement.

Owner's Name(s)

Today's Date

| Name(s) of Dogs | Breed | Color | Date of Evaluation<br>(office use only) |
|-----------------|-------|-------|---|
|                 |       |       |   |
|                 |       |       |   |
|                 |       |       |   |

This **Agreement** is entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the above-named Owner(s), hereinafter referred to as "Owner", and Ciao Bow Wow, LLC, hereinafter referred to as "Ciao Bow Wow".

In consideration of the daycare services provided by Ciao Bow Wow, Owner hereby agrees as follows:

1. Owner acknowledges that as of the date of this Agreement, the requirements for daycare services, fees and hours of operation are outlined below, and agrees to same. Owner further acknowledges that Ciao Bow Wow reserves the right to alter or amend the fees, hours and requirements in the future.
2. Each dog must have a complete, up-to-date and approved enrollment form on file. A \$50 non-refundable enrollment and temperament evaluation fee will be paid for each dog. This fee is waived for applications received and evaluations scheduled before May 31, 2008.

Owners Initials: \_\_\_\_\_

3. Daycare hours and fees are:

|              |                       |                    |
|--------------|-----------------------|--------------------|
| \$50 per day | Monday through Friday | 7:00 am to 7:00 pm |
|              | Saturday              | 8:00 am to 6:00 pm |

Ciao Bow Wow is closed on Sunday and major holidays.

Ciao Bow Wow is not an overnight facility. All dogs must be picked up before 7:00 pm weekdays, and 6:00 pm on Saturdays. Owner agrees to pay a \$10 late fee for every 10 minutes (or fraction thereof) for late pick-ups after the aforesaid times.

4. **Reservations** are required for daycare through and including June 21, 2008, and may be made by in person, by email or telephone. Payment is required at the time of service. 24-hour notice is required for cancellations. The entire daycare fee will be assessed, and Owner agrees to pay same, for any daycare “no show”.

**Daycare Sessions** begin on June 23, 2008, as follows:

Summer Session : June 23 through September 20, 2008

Fall Session: September 22 through December 20, 2008

Winter Session: December 22 through March 21, 2009

Spring Session: March 23 through June 19, 2009

Each dog may be enrolled for one to six days per week for each session.

Enrollment is limited to 15 dogs in each of our two large daycare rooms, and 10 dogs in our smaller day care room, each day. As space is limited, Ciao Bow Wow encourages Session applications to be completed at least 2 weeks before a Session begins. Priority will be given to existing daycare clients.

Sessions that are pre-paid in full will be discounted by 10%.

Sessions that are paid in 3 monthly installments will be discounted by 5%.

Sessions not paid for as stated above must be paid on a weekly basis on the first day of each daycare week.

Owner is entitled to a credit for up to 3 days of missed daycare per session.

**OWNER FURTHER AGREES:**

5. That in admitting my dog(s) to daycare, Ciao Bow Wow has relied upon my representation that my dog(s) is/are in good health, does not have and has not had within the last thirty (30) days any communicable diseases, and has/have not shown aggressive or threatening behavior toward any person or any other dog.

Owners Initials: \_\_\_\_\_

6. That Owner hereby authorizes Ciao Bow Wow, LLC, it's agents, officers, and employees to take whatever steps they deem necessary for the safety, health and well-being of my dog(s) while under the care of Ciao Bow Wow, including, but not limited to, engaging emergency veterinary services should my dog(s) require same, as determined by Ciao Bow Wow, in its sole discretion. Owner hereby accepts full responsibility for the payment of such services and related expenses, and releases Ciao Bow Wow from any liability for payment for such services and expenses.
7. That daycare poses certain risks, including, but not limited to, contagious illness, parasites, and possible injury to my dog(s) and to myself. Owner hereby voluntarily assumes the risks associated with my dog(s) and/or myself participating in daycare, as well as the risks related to our presence on Ciao Bow Wow property, including, but not limited to, dog bites to humans and/or other dogs and the transmission of illness, disease and/or parasites.

**OWNER HEREBY RELEASES AND WAIVES LIABILITY AS FOLLOWS:**

8. Owner acknowledges that my dog(s) may be captured on video, photography and/or other medium while under the care of Ciao Bow Wow, and hereby authorizes Ciao Bow Wow to use, broadcast and/or reproduce such images in video, print and/or other media. Owner acknowledges and agrees that such images are the property of Ciao Bow Wow, and that Owner has no right to compensation for any use of such images by Ciao Bow Wow.
9. In consideration of the services rendered by Ciao Bow Wow, Owner hereby releases and discharges Ciao Bow Wow, its agents, officers, members, employees, sub-contractors, successors, assigns and all affiliated parties (hereinafter referred to as "the Indemnified Parties"), from any and all liability, claims, demands, causes of action, loss, damage and/or injury to myself, my dog(s), and/or my personal property, which may result while I, my guest(s) and/or my dog(s) are on the premises of Ciao Bow Wow, except to the extent caused by gross negligence or intentional misconduct of the Indemnified Parties.
10. Owner shall be responsible for myself, my guest(s) and my dog(s) and for any liability caused by me, my guest(s) and/or my dog(s), and shall hold harmless and indemnify Ciao Bow Wow and the Indemnified Parties, from any and all liability, claims, demands, causes of action, loss, damage and/or injury to any other person, dog(s) and/or personal property, which may be caused by myself, my guest(s) or my dog(s) while they are on the premises of Ciao Bow Wow.

Owners Initials: \_\_\_\_\_

11. Owner hereby certifies that he/she is eighteen (18) years of age or older, and has the legal capacity to enter into a binding contract under the laws of the State of New York.

12. Owner agrees that this Agreement shall be binding upon my heirs, assigns and successors in interest.

**OWNER NO. 1**

**OWNER NO. 2**

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**Signature**

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**Signature**

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**Printed Name**

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**Printed Name**

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**Date Signed**

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**Date Signed**