



## POLICY CONTRACT- (Daycare, Boarding, Grooming)

### Day Care Policies:

Day Care is a cage-free environment to give your pet a great place to socialize, play, and have fun. Safety is of primary importance to us at Bark Avenue. Some dogs who exhibit aggressive personalities are not suitable for Day Care. If we find that we cannot socialize your pet, we will let you know within our testing environment and unfortunately decline your pet for Day Care services.

To be accepted in our Day Care program your pet must:

- Complete the Day Care/Boarding Application/Agreement
- Meet our vaccination standards
- Be Spayed or Neutered (except puppies 12 months and under)

Bark Avenue reserves the right to refuse service to any Pet for any reason, at any time, including pets exhibiting aggressive or unacceptable behavior. Day camp is offered during business hours. Dogs not picked up by closing time will be considered an overnight guest and a one night standard boarding rate will apply. We can feed your pet during Day Camp as well as administer any oral or topical medications that may be needed.

### Day Care & Boarding Agreement:

*This agreement between Bark Avenue Pet Resort & Spa, LLC (hereinafter called "Bark Avenue") and the Pet Owner whose name and signature appear below (hereinafter called "Owner"). "Pet" refers to all pets in Owners possession. The following are the terms for the off-leash cage-free Day Care and Boarding services "Services" of Owners Pet at Bark Avenue:*

Qualifications:

- Completed Day Care/Boarding Application/Agreement
- Meet our Vaccination Standards:  
**(Dogs)**  
Rabies current in last year for puppies, and past three years for adults  
DHPP: Current in the last year  
Bordetella: Current in last year  
**(Cats)**  
Rabies current in the last year for kittens and the past three years for adults  
FVRCP: Current in the last year  
Feline Leukemia: Current in the last year

### ***If Daycare is chosen:***

- Be Spayed or Neutered (except puppies 12 months and under)

If Bark Avenue finds that your pet has fleas or ticks during any Day Care time or Boarding time, you authorize Bark Avenue to administer a flea bath to your Pet at your expense.

**Client Initials** \_\_\_\_\_



### **General:**

You agree with our reservation policy that is provided on our website. Pets do better if there isn't a drastic change in diet. It is highly recommended that you provide your Pets food when arriving for boarding. We feed twice daily unless otherwise directed. In the event your food supplies or medication runs short and needs replenished a service fee (\$20) will be charged in addition to the cost of the product in need.

### **Disclosure:**

Owner acknowledges and is aware that the employees of Bark Avenue are not veterinarians and do not have a background in animal medicine and are not expected to diagnose or detect illnesses in the pets utilizing services at Bark Avenue. If a Veterinarian is working at Bark Avenue, please keep in mind they are not an agent or a member of Bark Avenue, but are their own clinic operating within Bark Avenue facilities. Any interactions between the Veterinarian and your Pet are authorized by you and you release Bark Avenue from any injury or liability resulting with the interaction of your pet and the Veterinarian.

By signing this agreement, you represent that you are the sole Owner of the pet, free of all liens and encumbrances. You also acknowledge that you have provided Bark Avenue with all the information either in writing or orally about the Pet. You agree to have disclosed all medical conditions and or behavior issues known about the pet. Owner represents that each time the pet is brought to Bark Avenue the pet is in good health without any communicable illness of any kind for the last 30 days prior to check in.

### **Assumption of Risk:**

Owner understands that the Day Care leash-free environment allows dogs the opportunity to play in close physical contact (including nose-to-nose) with each other. Owner understands that dogs are pack animals, and they play with their teeth and paws. Thus, no amount of supervision, sanitation, or personalized care from Bark Avenue can be certain to prevent a dog from being injured or contracting an airborne virus or communicable disease. Despite these precautions, Owner understands these risks are inherent to the Services and hereby releases Bark Avenue, its employees or members or other agents, from all losses, damages, costs and expenses arising out of or in connection with any injury, communicable disease, airborne virus, or any other medical condition contracted by owner's Pet at Bark Avenue. This also applies to any claims for injuries or damages related to such medical care or transport. Owner agrees to release, waive, and discharge Bark Avenue, its owners, staff, and volunteers from all liability for loss, damage, or injury resulting in death, whether caused by negligence of Bark Avenue, its owners, staff, or volunteers or otherwise while my/our Pet are under the care of Bark Avenue. Owner also agrees to be held solely responsible for all acts and behavior of said Pet while in the care of Bark Avenue, including payment of costs for injury to staff, or other animals or damages to facilities caused directly by the Pet.

### **Medical Attention:**

Owner authorizes Bark Avenue to obtain medical attention for Pet from any qualified veterinarian and to transport Pet to and from the veterinarian when Bark Avenue deems such medical attention is important to Pet's health. Owner authorizes Bark Avenue, or its employees or agents, full power of decision-making involving the medical treatment of Pet and Owner agrees to assume full financial responsibility for all medical or transport expenses associated. Owner also agrees that if pet shall pass away during Owner absence, Owner directs Bark Avenue to contact a veterinarian to safe keep Owner Pet until Owner returns.

**Client Initials** \_\_\_\_\_



**Payment:**

Owner agrees to pay for any services requested by Owner either verbally or written while the Pet is in the care of Bark Avenue. Owner agrees to pay for all services prior to the pet leaving the facility. Bark Avenue shall have the right to put a lien on the pet for any unpaid charges resulting from services provided by Bark Avenue. Bark Avenue may exercise its lien rights within ten days after written notice has been given by Bark Avenue to Owner via certified mail. Bark Avenue requires 24-hour notification in the event of cancellation to avoid charging for missed appointments. A \$40 Insufficient Fund Fee will apply on any returned checks plus any additional charges in pursuing re-payment. You must pay by debit/credit card or cash for payments over \$300. Checks will not be authorized.

**Pre-paid Packages & Special Pricing /Coupon Purchases:**

Owner understands such sale price is offered at a special discount due to the quantity purchased and also in exchange for a non-refundable commitment to use all such funds at Bark Avenue. Owner understands that after the sale, **no refunds** will be performed even in situations that are out of the control of the Owner or Bark Avenue: death of the pet, relocation of owner, behavioral changes (resulting in Bark Avenue no longer accepting pet for Day Care), etc. Please note that any unused portion of the package can be transferred to other services at Bark Avenue, but may not be refunded.

**Abandonment:**

If Pet is not picked up by Owner (or authorized representative of Owner) within 15 calendar days after the day pet is scheduled to depart, Owner understands that Pet shall be deemed to be abandoned and Bark Avenue has the right to place Pet with a new owner (as provided under Ohio Statute ORC 4741.30 and ORC 1311.49). Owner understands that pet abandonment may be a criminal or civil violation of the statutes of the State of Ohio. Owner shall remain liable for all fees due and in addition, agrees to pay any and all costs in the prosecution of these statutes. Owner is to be notified of such action by certified mail as specified in said statute, and no further notice shall be deemed necessary.

Client Initials \_\_\_\_\_



### **Grooming Terms & Conditions:**

- Bark Avenue requires proof that each pet's Rabies vaccine is current. Also, Bark Avenue requires that each dog be vaccinated against all infectious conditions; however, it is still possible for vaccinated pets to become ill with an infection condition despite being vaccinated. This is not due to any circumstances or condition in the Grooming Salon and you agree that you will not hold Bark Avenue Pet Resort and Spa liable in the event your pet becomes ill with an infectious condition during or after its appointment.
- Bark Avenue is not responsible for allergic reactions resulting from the manufacturer-recommended usage of any products. Although a pet may experience an allergic reaction to grooming products at any time, flea and tick products are associated with a higher incidence of reactions. Please consult your veterinarian prior to having your pet treated if you have any questions concerning your pet's sensitivity to such treatments.
- While Bark Avenue follows strict guidelines for the health and safety of our pets, you acknowledge and are aware that the employees of Bark Avenue are not veterinarians and do not have backgrounds in animal medicine and are not expected to diagnose or detect illnesses in the pets that are at Bark Avenue. Bark Avenue is not responsible for pre-existing medical conditions or any other medical problem(s) that may become affected as a result of the grooming process.
- Pets whose coats are matted or tangled are often times denied regular circulation and skin stimulation. This leads to unhealthy situations including irritated/discolored skin, sores, foul odors, and even organic matter like weeds embedded in the skin. Bark Avenue will use its' best efforts to minimize the effects of de-tangling and de-matting, however please be advised, de-matting or coat removal on matted pets is a delicate and slow process which may present certain post-grooming risks including, but not limited to: itchy skin, discolored skin, burns, sores, and more. Bark Avenue shall not be held responsible for minor nicks or burns resulting from the grooming of matted, neglected coats, or for irritation caused by coat removal.
- Maximum liability on grooming services is the cost of the services purchased for grooming.
- The health of each pet is Bark Avenue number one concern. If we feel the safety or well-being of your pet and/or a salon associate is in jeopardy, a muzzle may be used or services refused or discontinued. In case of emergency, you designate Bark Avenue as agent and understand that Bark Avenue will do whatever is deemed appropriate for the well-being of your pet while in our care. If your pet becomes sick or injured and requires professional attention we will attempt to contact you. However, if we are unable to contact you, Bark Avenue in its sole discretion may engage the services of a veterinarian and the expense shall be paid by you.
- Any pet not picked up by scheduled closing time will be transferred to a boarding suite for an overnight stay at the standard nightly rate.
- These terms and conditions will be in-force each time you groom your pet regardless if services change.

**Client Initials** \_\_\_\_\_



**Compliance:**

Owner agrees to comply with the Policies and Agreement herein produced by Bark Avenue which may be revised from time to time with or without notice. In the event there is a discrepancy, this Agreement shall supersede the contents of the revised Agreement.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or as the 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, determined 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 Ohio law to the merits of any dispute or claim, without reference to conflicts of law rules.

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 relates to the resolution of all disputes relating to all aspects of the relationship between the parties. It is expressly agreed by Owner and Bark Avenue that the liability of Bark Avenue shall in no event exceed the lesser of the current value of a pet of the same breed or the sum of \$200 per Pet.

Belongings: We provide clean bedding, blankets, and toys for your Pets enjoyment. You can use your own bedding and toys but Bark Avenue is not responsible for any damage or liability if your pet injures himself with toys you provide for his/her enjoyment. Please note that if fleas are found in bedding, it will be placed in a plastic bag and will be taken outside of the building until you return. A Flea bath will be administered for an additional fee to your pet. We are not responsible for lost or stolen collars or leashes that Owner furnishes. We attempt to give these back to you on check in as we have our own leads while your pet stays with us.

Owner has read the entire Agreement and Policies and agrees to abide by them. Owner certifies that they have read and understand the Rules and Regulations as set forth within this Agreement and proceeding pages. Owner has read and understands this Agreement and Release. Owner agrees to accept all the terms, conditions, and statements of this agreement.

This Agreement covers the current relationship between Bark Avenue and Owner. Each time the Owner brings their Pet to Bark Avenue. Owner affirms the terms of this Agreement and the truthfulness and accuracy of all statements made in this Agreement.

**AGREEMENT & ACCEPTANCE**

I have read and agree to the information above:

\_\_\_\_\_  
Pet(s) Name

\_\_\_\_\_  
Owner Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date