

Boarding and Daycare Agreement

This is an Agreement between SPA WOOF, LLC, a Wisconsin limited liability company doing business as SPA WOOF (“SPA WOOF”), and the pet owner whose name is _____ and whose address is _____

and whose signature appears on Page 2 (herein after called “Owner”). Following are the terms of service for the stay of the Owner’s pet (Name) _____ (the “Pet”) as a boarding or daycare guest of SPA WOOF.

1. By signing this agreement and leaving your pet with SPA WOOF, Owner certifies to the accuracy of all information provided to SPA WOOF in writing or orally about the pet. SPA WOOF reserves the right to deny admittance to the Pet or any pet for any reason at any time.
2. Owner specifically represents that he or she is the sole owner of the Pet, free and clear of all liens and encumbrances.
3. Owner specifically represents to SPA WOOF that, to Owner’s knowledge, the Pet has not been exposed to any contagious diseases within a 30-day period prior to check-in. Owner represents that each time Pet is brought to SPA WOOF. Owner is recertifying that the Pet is in good health and has not had any communicable illnesses of any kind for 30-days prior to check in. Owner further agrees to provide SPA WOOF with proof of required vaccinations upon request and prior to check in. In addition Owner agrees that if any fleas or ticks are discovered on the Pet during check in or at any time during the Pet’s stay, SPA WOOF will administer a flea bath to the Pet at the Owner’s expense, and at no liability to SPA WOOF.
4. While SPA WOOF makes every effort to ensure the pets staying at SPA WOOF are healthy by requiring their owners to affirmatively represent that all vaccines for their pet are current, Owner acknowledges and is aware that the employees of SPA WOOF 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 staying at SPA WOOF. In addition, Owner acknowledges and is aware that vaccines do not protect against all communicable illnesses that may affect a pet. OWNER ACKNOWLEDGES AND AGREES THAT THEY ARE ASSUMING ALL RISK OF ILLNESS, DISEASE, HARM OR OTHERWISE TO THEIR PET BY ALLOWING THEIR PET TO STAY AT SPA WOOF.
5. Pet is boarded by SPA WOOF without liability on our part for loss or damage, from disease, death, running away, theft, fire, injury to persons, or other animals or property by said pet, fence climbing, or other unavoidable causes, due diligence and normal care and caution have been exercised.
6. SPA WOOF AGREES TO EXERCISE REASONABLE CARE FOR THE PET DURING ITS STAY AND, IF APPLICABLE, DURING TRANSPORTATION TO OR FROM SPA WOOF BY SPA WOOF’S STAFF, OWNER HOLDS SPA WOOF HARMLESS IN THE EVENT OF INJURY OR ACCIDENT DURING TRANSPORTATION. IT IS EXPRESSLY AGREED BY OWNER AND SPA WOOF THAT SPA WOOF’S LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF THE CURRENT CHATTEL VALUE OF A PET OF THE SAME BREED OR THE SUM OF \$200.00 PER ANIMAL ADMITTED.
7. Owner agrees to be solely responsible for any and all acts or behavior of the Pet while in the care of SPA WOOF, to include payment of costs of injury to staff or other animals or damage to facilities caused by Pet. Owner further indemnifies SPA WOOF against any claims made against SPA WOOF or its employees or members or other agents or losses or damages of any kind suffered by SPA WOOF as a result of Owner’s failure to inform SPA WOOF of any pre-existing condition the Pet may have (such as illness or aggression problems) or which were otherwise caused by the Pet.
8. Owner understands that SPA WOOF utilizes play-groups where dogs interact and co-mingle. Squirt water bottles and harmless citronella spray may be used for correction. Owner agrees that the Pet may be removed from a playgroup at SPA WOOF’s discretion and not permitted to interact further with other dogs during current or subsequent stays. Owner further understands that when dogs play in groups that nicks and scratches may occur. Staff may or may not notify Owner immediately if the Pet sustains any nicks or scratches or other such injuries. SPA WOOF may wait and notify Owner when the pet is picked up by Owner.
9. Owner agrees to pay the pet care service rate in effect on the date the Pet is checked into SPA WOOF and to pay for any additional services requested when Owner picks up the Pet.
10. Owner further agrees that the Pet shall not leave the facility until all charges due are paid by Owner or proper payment arrangements are agreed upon by both parties.
11. Owner agrees that if he/she is a “no-show” to any reservation and he/she fails to cancel 48-hours prior to check in, he/she shall be charged for one (1) nights stay if not during a peak or holiday period. Owner further agrees that if he or she is a “no-show” during a peak or holiday period and he/she has not canceled two (2) weeks prior to check in, he/she will be charged for the entire stay.
12. All charges incurred by Owner and not previously paid shall be payable upon pickup or delivery of Pet, or when billed by SPA WOOF at the address listed on this contract. SPA WOOF shall have, and is granted, a lien on the Pet for any and all unpaid charges resulting from services provided by SPA WOOF. The Owner hereby agrees that in the event the charges are not paid when due in accordance with this contract, SPA WOOF may exercise its lien rights within ten days after written notice has been given by SPA WOOF to Owner by certified mail to the address shown on contract. SPA WOOF may dispose of Pet for any and all unpaid charges, at private or public sale, at the sole discretion of SPA WOOF, and Owner specifically waives all statutory or legal rights to the contrary. If such a sale shall not secure a price adequate to pay such costs of pet care or other charges delinquent, plus costs of sale, then Owner shall be liable to SPA WOOF for the difference. All monies realized by SPA WOOF at such sale, over and above the charges due and costs of sale, shall be paid to the Owner.

13. In an emergency SPA WOOF will attempt to contact the Pet's personal veterinarian as well as the emergency contact provided by Owner, unless otherwise specified by Owner, however, such an emergency might not provide the time to do so prior to the administration of care. Owner authorizes SPA WOOF to obtain medical attention for Pet from any qualified veterinarian and to transport Pet to and from veterinarian when SPA WOOF deems such medical care is important to Pet's health. Owner grants SPA WOOF or its employees or agent's full power of decision making involving the medical treatment of Pet and agrees to pay for all costs. This applies to any claims for injuries or damages related to such medical care or transport. In the event of the Pet's death the Owner's emergency contact will be notified immediately.
14. This Agreement contains the entire agreement between the parties. All terms and conditions of this Agreement shall be binding on the heirs, administrators, personal representatives, and assignees of the Owner and SPA WOOF.
15. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or as a 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 rendered by an arbitrator may be entered in any Court having jurisdiction thereof. The arbitrator shall, as part of the award, determine 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 Wisconsin law to the merits of any dispute or claim, without reference to conflicts of law rules. The parties hereby consent to the personal jurisdiction of the state and federal courts located in Wisconsin and agree that such courts shall have the sole and exclusive jurisdiction for any action or proceeding arising from or relating to this Agreement or relating to any arbitration in which the parties are participants. THE PARTIES HAVE READ AND UNDERSTAND THIS CLAUSE 13, WHICH DISCUSSES ARBITRATION. 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 RELATIONSHIPS BETWEEN THE PARTIES.

SIGNATURES

Date: _____

Spa Woof Representative: _____

Printed Name: _____

Owner: _____

Printed Name: _____

Owner's Address: _____

Note: Required immunizations for dogs are: DHLPP(Distemper, Hepatitis, Leptospira, Parvovirus, Parainfluenza), Rabies and Bordatella.