

DOG DAYS

ENROLLING YOUR PET FOR OUR SERVICES ^{of} NY

Dear Fellow Dog Owner,

Thank you for considering **DOG DAYS of NEW YORK** for the daycare and boarding needs of your dog. Below is an outline of our enrollment process and documentation requirements.

Schedule Your Introductory Visit. Prior to using our services for daycare or boarding, we require that all dogs be dropped off for a one hour complimentary visit. This is the first step in the enrollment process, and gives us an opportunity to assess your dog's temperament and observe their interactions with other dogs without you present. We also use this opportunity to create a short positive visit for your dog, which will make more extended stays easier and less stressful for them. You may call us at any time to schedule your introductory visit. *Introductory visits are by appointment only and must be scheduled at least 24 hours in advance.*

Provide Proof of Vaccination. Once you have scheduled your introductory visit, please forward us your pet's vaccination records or have your veterinarian forward them to us. We must receive vaccination records at least 24 hours prior to your scheduled appointment. Dogs using our services must be vaccinated for Rabies, Bordetella, as well as Distemper, Hepatitis, Parainfluenza and Parvo (DHPP). Vaccination records can be forwarded to us by fax (347-862-9427) or e-mail (info@dogdaysofny.com). All adult dogs must be spayed or neutered to use our services.

Complete Client Forms. In addition to vaccination records, dog owners must complete the forms on the enclosed pages to enroll for our daycare or boarding services. It is important you complete all sections of this document, including:

- **Client Application.** This section contains your contact information, and important emergency contact information, authorizes others to pick up your dog if you are unable, informs us about your dog's health history and veterinarian, and helps us to better get to know your dog's personality. The more we know about your dog, the better care we can provide.
- **Credit Card Authorization.** Use of all services at **DOG DAYS of NEW YORK** requires valid credit card information and signature on file. You must provide this information.
- **Client Services Agreement.** Please take the time to read and understand the Client Services Agreement on the back page and ask us any questions you have. After reviewing the contract, please sign and date your application.

Before starting daycare, we ask dog owners to review and familiarize themselves with our House Rules which articulate our daycare policies, vaccination requirements, fees, services and hours of operation in more detail.

We also want to take this opportunity to thank you for considering our services. We fully understand the trust you place in us when you leave your dog in our care and we take that responsibility very seriously. We look forward to having you and your dog as our clients.

DOG DAYS of NEW YORK

CLIENT APPLICATION

OWNER PROFILE

OWNER INFORMATION

Name	
Address	Apartment
City, State	Zip
Email	
Home	Work
Cell	

EMERGENCY CONTACT

In the event of an emergency, if my spouse/partner and I cannot be reached, I authorize DDNY to contact the following individual:

Name	
Relationship	
Email	
Home	Work
Cell	<i>Is this person authorized to pick up your pet?</i> YES NO

PARTNER/SPOUSE INFORMATION

Spouse/Partner is authorized to pick up your pet and is used as emergency contact.

Name	
Email	
Cell	Work

OTHERS AUTHORIZED TO PICK UP MY PET

I authorize the following individual to pick up my pet and for DDNY to release my pet into their care.

Name	
Relationship	
Best Number to Reach at:	

PET PROFILE

Information About Your Dog

Name	Age	Weight
Primary Breed	Primary Color	Sex
Date of Birth, if known	Date Spayed/Neutered, approximate	
Where did your dog come from? <input type="radio"/> A Rescue <input type="radio"/> Pet Store <input type="radio"/> Breeder <input type="radio"/> Found/Stray <input type="radio"/> Other		

Veterinarian Information

Name of Practice	
Primary Vet's Name	
Address	
Work	Fax

Training and Socialization

Has your dog ever been boarded before?	<input type="radio"/> Yes <input type="radio"/> No
Has your dog been to daycare before?	<input type="radio"/> Yes <input type="radio"/> No
Does your dog use any local dog runs?	<input type="radio"/> Yes <input type="radio"/> No
Has your dog received any formal training?	<input type="radio"/> None <input type="radio"/> In-Home <input type="radio"/> Group Class <input type="radio"/> Private Lessons

General Health Conditions

Has your dog shown signs of illness within the last 30 days including, but not limited to, a runny nose, coughing, vomiting or diarrhea? <input type="radio"/> Yes <input type="radio"/> No If yes, please explain below
Is your dog allergic to any medication, food or treats? <input type="radio"/> Yes <input type="radio"/> No If yes, please explain below
Is your dog currently on a diet, weight loss, or weight gain program? <input type="radio"/> Yes <input type="radio"/> No If yes, please explain below
May the DDNY staff provide "treats" to your dog? <input type="radio"/> Yes <input type="radio"/> No If yes, please provide any restrictions below
Is your dog currently on any medications? <input type="radio"/> Yes <input type="radio"/> No If yes, please explain below
Is your dog on Heartworm Medication? <input type="radio"/> Yes <input type="radio"/> No Brand:
Is your dog on any flea preventative? <input type="radio"/> Yes <input type="radio"/> No Brand:
Explanations:

Chronic Health Conditions

Do any of these conditions apply to your dog?

- | | |
|--|--|
| <input type="radio"/> Arthritis | <input type="radio"/> Blindness/Hearing Loss |
| <input type="radio"/> Breathing Difficulty | <input type="radio"/> Diabetes |
| <input type="radio"/> Hearing Loss | <input type="radio"/> Heart Condition |
| <input type="radio"/> Hip Dysplasia | <input type="radio"/> Skin Irritations/Hair Loss |
| <input type="radio"/> Seizures | <input type="radio"/> Thyroid Condition |

Are there any other conditions of which we should be aware so we can provide the best care for your dog?

PERSONALITY PROFILE

Meeting Other People

When meeting new people, my dog

- Likes to get a big welcome from them.
- Likes to give them a big welcome.
- Prefers a cautious approach from them.
- Likes to initiate the greeting on his/her terms.
- Prefers not to meet new people.

Meeting Other Dogs

When meeting new dogs, my dog

- Likes to get a big welcome from them.
- Likes to give them a big welcome.
- Prefers a cautious approach from them.
- Likes to initiate the greeting on his/her terms.
- Prefers not to meet new dogs.

Personality

My dog is *(check all that apply)*:

- Outgoing
- Confident
- Sensitive
- Independent
- Insecure
- Excitable
- Affectionate
- Moody
- Playful
- Shy/Timid

Compatibility

Plays well with:

- No dogs
- Big dogs
- Little dogs
- Older dogs
- Younger dogs
- Puppies
- No people
- People in general
- Adults only
- Kids

Reactions

If confronted, my dog will:

- Will bite
- May bite
- Growls/Barks
- Shows teeth/curly lip
- Warning snaps
- Freezes
- Trembles
- Moves Away
- Hides
- Protective

Triggers

My Dog is set off:

- By Skateboarders
- By Motorcycles
- If mounted by a dog
- At thunder / loud noises
- By Strangers
- By Men
- When protecting a toy
- If eating and approached
- Other, please explain

Behavior

When it comes to rules, my dog is most likely to:

- Set Them
- Enforce Them
- Follow Them
- Break them

When it comes to sleeping at night, my dog sleeps:

- In his/her crate
- On his/her bed
- On my bed
- Anywhere

Is your dog housebroken? Yes No

Does your dog exhibit the following behaviors:

- Territorial
- Excessive Barking
- Excessive Chewing

History

Has your dog ever bitten another dog? Yes No

If yes, please explain _____

Has your dog ever bitten another person? Yes No

If yes, please explain _____

Is there any other information about your dog that you feel would help us provide your dog better care? If so, please explain _____

CREDIT CARD AUTHORIZATION

Name as it appears on Card

Card Number

Expiration Date

Security Code

I have read and agreed to the terms of the Client Services Agreement and published House Rules. I authorize use of my credit card subject to the terms of the Client Services Agreement and published House Rules. Upon expiration, I will provide Dog Days of New York with then current credit card information before using additional Services.

Signature _____

Date _____

CLIENT SERVICE AGREEMENT

This Agreement is by and between _____ (hereinafter called "Owner") whose signature appears below and Dog Days of New York, LLC, a New York State Limited Liability Company (hereinafter referred to as DDNY). DDNY will provide dog care services ("Services") to Owner's dog (hereinafter referred to as "Dog") subject to the terms of service detailed in this Agreement.

1. **QUALIFICATION.** For safety reasons, Owner understands that use of DDNY's Facility and Services is a privilege extended only to well-behaved, socialized dogs who have gone through an initial temperament evaluation and who have been deemed "acceptable" for such Services, in the sole discretion of DDNY. DDNY reserves the right at any time to refuse service to any dog, and to deny any membership benefit to any owner, for any reason that need not be provided to Owner. All adult dogs must be spayed or neutered to participate in the Services. Owner understands that prior Service is not a guarantee of future Service.

2. **DISCLOSURE.** By execution of this Agreement and in leaving their Dog with DDNY, Owner certifies to the accurate disclosure of all information provided to DDNY either in writing or orally about the Dog. Owner specifically represents that he or she is the sole owner of the Dog, free and clear of all liens and encumbrances. Owner agrees to disclose to DDNY all known medical conditions and/or behavior problems, which may affect Dog's care or the care of other dogs in the care of DDNY. Owner specifically represents to DDNY that Dog is healthy and meets DDNY's vaccination standards in their published House Rules and will provide evidence of current vaccinations upon enrollment. Owner represents that each time Dog is brought to DDNY, Owner is recertifying that the Dog is in good health and has not had any communicable illness of any kind for 30 days prior to check-in. Owner agrees to notify DDNY if there is any change in any information provided by Owner to DDNY.

3. **ASSUMPTION OF RISK.** Owner acknowledges and is aware that the employees of DDNY are not veterinarians and do not have backgrounds in animal medicine and are not expected to diagnose or detect illnesses in the dogs utilizing Services at DDNY. Owner understands that the Service's leash-free environment allows dogs the opportunity to play in close physical contact with each other. Owner further understands that dogs are animals, lead with their noses, teeth and paws, and are unpredictable in nature. As a result, no amount of vaccination requirement, supervision, sanitation or personalized care from DDNY can be 100% certain to prevent Dog from being injured or contracting an airborne virus or communicable disease. Despite these precautions, Owner understands these risks are inherent to the Services provided and hereby releases DDNY, its employees or members or other agents, from any and 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 Dog at DDNY.

4. **ACTS OR BEHAVIOR.** Owner agrees to be held solely responsible for any and all acts and behavior of Dog while in the care of DDNY, inside or outside our facility, including payment of costs for injury to staff or other animals or the replacement value of any damage to facilities caused directly by the Dog. Owner further agrees to indemnify DDNY and its agents against any claims made against DDNY or its employees or members or other agents for losses or damages of any kind suffered by DDNY or its agents as a result of Owner's failure to inform DDNY of any pre-existing condition Dog may have (such as illness or aggression problems) or which were otherwise caused by their Dog.

5. **MEDICAL ATTENTION.** In the event of an injury, emergency or when DDNY, in its sole discretion, deems that immediate medical care is important to Dog's health (including, but not limited to: wounds, vomiting, seizures, diarrhea, rashes, fleas, ticks, lapsed vaccinations etc.), Owner authorizes DDNY to obtain medical attention for Dog from a local veterinary practice. In such event, Owner grants to DDNY and local veterinary practice the full power of decision-making involving the medical treatment of Dog and agrees to pay for all costs associated with said medical treatment. Owner hereby authorizes DDNY to

use Owner's credit card on file to pay for said medical treatment. It is expressly understood by Owner that DDNY and the chosen local medical practice are each a separate legal entity responsible for their own actions, workings and services. Owner agrees to hold DDNY and local veterinary practice, its employees and agents, harmless from any and all claims as a result of treatment provided to Dog.

6. **PAYMENT.** Any owner using, requesting, or reserving our Services is required to have a valid credit card and signature on file with us. Owner agrees to pay the applicable service rates in effect on the date their Dog is dropped off at DDNY. Owner understands that the purchase of a membership or pre-paid package is non-refundable and non-transferrable for any reason except when service is denied by DDNY. Owner understands and accepts that certain penalties and fees may apply as outlined in published House Rules. Owner agrees to pay in full for services when they drop off their dog.

7. **COMPLIANCE.** Owner agrees to comply with the published House Rules of DDNY, which may be revised from time to time, with or without notice. In the event there is a discrepancy, the then current House Rules shall supersede the contents of this Agreement.

8. **PHOTOS AND PUBLICITY.** Owner understands that their dog may be videotaped, photographed and recorded while they are at DDNY. DDNY 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. Owner's dog may be used in any and all media including marketing materials and on their website and for the promotion, advertising, sale, marketing, publicizing, and exploitation of DDNY at no cost to themselves.

9. **ENTIRE UNDERSTANDING.** 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 Owner and DDNY. 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.

10. **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 shall be settled in accordance with the rules of the American Arbitration Association. 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 New York 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 New York 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. Owner understands that this arbitration clause constitutes a waiver of the party's right to a jury trial. It is expressly agreed by Owner and DDNY that DDNY's liability shall in no event exceed the sum of \$500 per dog.

I have read and understand this Agreement, have had the opportunity to discuss it to my satisfaction, and agree to be bound by all terms and conditions of this Agreement and its attachments. I understand that by signing this agreement, I am giving up substantial rights. I am signing this Agreement freely and voluntarily, and I intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law in the State of New York.

Signature

Dog's Name

Date