



This Agreement is by and between **AVENUE DU BARK AVENUE PET CARE INC.** (hereinafter referred to as **"Bark Avenue"**) having its principal place of business at 5385 Ch. Cote de Liesse St. Laurent Quebec H4P 1A1 and [Name of Client] resident and domiciled at [Client Address] (hereinafter referred to as the **"Owner"**) for services related to [Name of Dog], [Breed of Dog] (hereinafter referred to a **"Dog"**)

Bark Avenue has agreed to provide, and Owner has agreed to accept, certain services related to the Dog, the whole in accordance with the following terms and conditions:

1. Owner agrees to pay for all services rendered by Bark Avenue to the Dog, the whole as per the "List of Rates for Services" and the whole as will be detailed on the invoice presented to Owner when the Dog is picked up (the "Invoice").
2. Owner further agrees that the Dog shall not leave the premises of Bark Avenue until all charges indicated on the Invoice have been paid in full.
3. Owner hereby releases Bark Avenue, its employees, owners, representatives and agents from any and all liability which Owner, the Dog, any third party or their pet may suffer, including specifically, but not without limitation, any injury or damage whatsoever arising from Owner's actions or failure to act, the Dog's actions or generally the Dog's attendance and participation at Bark Avenue.
4. Owner hereby represents that the Dog is of good health and has not been ill with any known contagious diseases within the last thirty days.
5. Owner recognizes that the health of the Dog is the Owner's personal responsibility. Owner hereby represents that all required vaccinations for the Dog are up to date and will continue to remain so for as long as the Dog attends Bark Avenue. Owner agrees to promptly provide proof of all booster vaccinations to Bark Avenue. The required vaccines are Rabies, Distemper, Parvo and Bordetella. (DHLPP and Rabies).
6. Owner further understands and agrees that in admitting the Dog, Bark Avenue has relied on Owner's representation that the Dog is in good health and has not harmed or shown aggression or threatening behavior towards any person or any other dog, and that the Dog has been spayed or neutered, as applicable.
7. Owner understands that by bringing the Dog to a daycare facility means that the Dog will be playing and interacting with other dogs. Minor cuts or scratches are inevitable, and, though the dogs are carefully supervised at all times, and the staff and owners do their utmost to keep them safe, there is no warranty or representation by Bark Avenue that a more serious incident (scuffles, fighting, even death.) will not occur. Owner hereby accepts the risk of any such more serious incident happening.



8. Owner further understands and agree that Bark Avenue and their caregivers will not be liable for any problems that might develop with the Dog, including, but not limited to, sickness, disease, injury, running away and death, provided that reasonable care and precautions are followed.
9. Owner understands and agrees to be solely responsible for any harm caused by the Dog to another dog or person while the Dog is at Bark Avenue. Owner hereby indemnifies and holds harmless Bark Avenue from and against any claims of any time or nature, including injuries to person or property that arise from the attendance of the Dog at Bark Avenue.
10. Owner further understands and agrees that any problem that develops with the Dog will be treated as deemed best by the caregivers of Bark Avenue at their sole discretion and that Owner assumes full financial responsibility for any and all expenses involved.
11. The hours of operation of Bark Avenue are 7 am to 7 pm ("Closing Time") Monday to Friday and 7 am to 7 pm ("Closing Time") Saturday to Sunday and statutory holidays. Owner agrees that management of Bark Avenue retains the right to amend the hours of operation at any time.
12. Owner agrees to pick up the Dog prior to Closing Time. It is hereby acknowledged that should Owner fail to pick up the Dog before Closing Time, a late fee will be charged, the whole as contained on the "List of Rates for Services". If Owner fails to pick up the Dog by 1 hour after Closing Time, the Dog shall be deemed to have boarded at Bark Avenue for the night, and Owner shall be responsible for all costs associated therewith. Should the Owner have failed to pick up the Dog Seventy-Two (72) hours after Closing Time on the day scheduled for the Dog's departure, Owner hereby authorizes Bark Avenue to remit the Dog to a public organization that protect pets, at its discretion. Bark Avenue's sole obligation in this instance shall be to attempt to contact the Owner during the Seventy-Two (72) hour period by means of contact information contained in the registration form. Initials [initials]
13. Owner agrees that the Dog may be videotaped, photographed, and/or recorded. Bark Avenue shall be the exclusive owner to the results and all proceeds of such taping, photography, and recording, and shall retain all copyright in same. Bark Avenue may use the Dog's likeness for any purpose whatsoever, including without limitation, advertising and promotion of Bark Avenue's business.
14. Bark Avenue reserves the right to permanently remove a Dog from its daycare at any time.
15. Bark Avenue daycare fees are non-refundable and non-transferable.
16. If the Dog attends at Bark Avenue on multiple dates, then this Agreement applies to each and every date, until Owner provide notice of cancellation of this Agreement in writing to Bark Avenue
17. Medical / Illness Policy: Should the Dog require immediate medical attention; the Dog will be transported to the nearest Veterinary Hospital. Bark Avenue would call the emergency numbers provided by Owner regarding the Dog's symptoms, treatment options and an estimate of additional costs. Owner hereby agrees to the following: Please perform whatever services the doctor deems necessary for the best care of my pet until someone can be reached.



I authorize up to the following amount: *(please check a box and initial)*

\$0.00 (no services without authorization) \$100.00 \$300.00 \$500.00 Unlimited Initials:

18. This contract contains the entire agreement between the parties. All terms and conditions of this contract shall be binding on the heirs, administrators, personal representatives and assigns of Owner and Bark Avenue.
19. Owner understands and agrees that in the event that any portion of this agreement shall be found void or unenforceable for any reason all other portions of the agreement will remain in full force and effect.
20. In the event that the Dog will be using the daycare service of Bark Avenue, Owner acknowledges and agrees that the terms listed on Appendix A – Disclaimer and Additional Provisions shall apply in full.
21. This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec. The parties acknowledge having expressly required that this Agreement and all writings relating thereto be drawn up in English. Les parties déclarent avoir expressément requis que ce contrat et tous les documents s'y rapportant soient rédigés en anglais.
22. Owner hereby declares having had sufficient time to read, understand and agree to all provisions of this agreement, and declares himself satisfied with all the terms of this Agreement.

I understand that allowing my Dog to participate in group play at Bark Avenue is not without risk to my Dog, and I accept and agree to be fully responsible for the consequences of assuming such risk. I hereby release Bark Avenue for any responsibility for injury to my Dog.

I hereby waive and release Bark Avenue and their employees and volunteers from any and all liability for injury or damage resulting from the actions of my Dog, any other dog, or any humans in the playgroups. I expressly assume the risk of any injury to my Dog including any and all medical expenses resulting from or relating to said injury, subject to the stipulations set forth in the Medical / Illness policy outlined in Section 17 above.

I hereby agree to indemnify and hold harmless Bark Avenue, its employees, officers, members, agents, and guests from any and all claims resulting from any action(s) by any dog in the play group (including my Dog) and that this release and indemnification shall be in force whenever my Dog participates in the playgroup.

I, the Owner, on this Day day of Month , Year certify that I am eighteen years of age or older and have the legal capacity to enter into a binding contract. I am the only owner of the Dog, or if I am not, then I have advised Bark Avenue of who the other owner(s) is (are). Further I certify that I have read and understand the rules and regulations as set forth in this Agreement and Appendix A. I agree to abide by the rules and regulations and accept all the terms, conditions, and statements of this agreement.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and signed as of the [DATE] day of [MONTH], [YEAR].

OWNER

BARK AVENUE

[Owner's Name]
Owner's Name – Printed

Representative name – Printed

[Owner's Signature]
Owner's Signature

Representative's Signature



Appendix A - Disclaimers & Additional Provisions

Bark Avenue is happy to offer the opportunity for your dog to use the facilities and participate in group play. Bark Avenue offers an indoor play area where all dogs will be under supervision by one of our staff.

Group play is an important part of a dog's ability to socialize and obtain exercise to maintain a healthy heart and weight. In order for us to be able to offer these valuable services, we have developed the following set of provisions and disclaimers, which you must carefully read and agree to the following before allowing your pet to participate in group play or day care activities at Bark Avenue:

1. Group play is for happy, healthy dogs that are neutered or spayed. Play group is not recommended for dogs that have medical conditions such as diabetes, seizures, heart murmurs or any other medical condition that may be aggravated by excitement or rough play. Bark Avenue assumes no responsibility for the aggravation of any medical disorders.
2. Group play is also not for dogs that have temperament problems such as aggression or extreme shyness with either dogs or people. If your dog is found to exhibit any of these behaviors, they will be removed from the playgroup and you will receive a note with an explanation as to why your dog was removed. Bark Avenue has a no tolerance policy. The daily fee will not be refunded for this day of daycare.
3. Standard precautions will be used against the injury, escape, or death of this pet. The staff will not be held responsible for injuries that occur, provided standard care and precautions have been followed as determined at the sole discretion of Bark Avenue. In no event shall Bark Avenue be liable for illnesses that arise during Owner's pet's stay or after Owner's pet has left the facility.
4. Owner understands and agrees that the Owner is solely responsible for any harm caused by Owner's dog(s) while attending Bark Avenue. Owner further understands and agrees that in admitting Owner's dog to Bark Avenue, all health and behavior problems have been fully disclosed to the best of owner's knowledge.
5. Bark Avenue reserves the right to refuse to accept a pet if at drop off it appears to us, in our sole discretion, that such pet is sick or that its behavior could jeopardize the health or safety of other pets or our staff.
6. Owner agrees and understands that there are inherent risks of illness or injury when dealing with animals and humans in a group situation. Such risks include but are not limited to: problems associated with rough play such as bite wounds and scratches, kennel cough or other illness, and in rare instances death. Owner understands and agrees that under no circumstances shall Bark Avenue be responsible for illness or injury to pets.
7. Owner fully understands that any health or behavior problems that develop during their stay at Bark Avenue will be handled and treated as deemed appropriate by the employees at Bark Avenue, and Owner agrees to assume full financial responsibility for any and all expenses arising or relating thereto, subject to the stipulations set forth in the Medical / Illness policy above in Section 17.