

# MIDTOWN DOGGY DAYCARE AND AQUATIC SPA CONTRACT

## 713-52-DOGGY

This is a Contract between Midtown Doggie Daycare and Aquatic Spa (hereinafter referred to as “MDDS”) and the pet owner whose signature appears below ( hereinafter referred to as “Owner”)

1. Owner agrees to pay the rate for day care, boarding, bathing, and grooming in effect on each date the pet is checked into *MDDS*.
2. Owner further agrees to pay all charges for special services requested, and all veterinary costs if needed, for the pet during the time said pet is in the care of *MDDS*.
3. Owner assumes any expense or liability for injuries that Owner’s pet may inflict upon any human or other pet while in the *MDDS*.
4. Owner further agrees that the pet shall not leave *MDDS* until all charges are paid to the Facility.
5. By signing this contract and leaving said pet with *MDDS*, the Owner certifies to the accuracy of all information given about said pet.
6. *MDDS* shall exercise reasonable care for the pet delivered by the Owner to *MDDS* for boarding, day care, grooming or bathing. It is expressly agreed by the Owner and *MDDS* that *MDDS*’s liability shall in no event exceed, the current chattel value of a pet of the same species of the pet left at *MDDS*. The Owner further agrees to be solely responsible for any and all acts of behavior of said pet while it is in the care of the *MDDS*.
7. Owner specifically represents that he or she is the sole owner of the pet, free and clear of all liens and encumbrances.
8. Owner specifically represents to *MDDS* that the pet has **not** been exposed to rabies, distemper or bordetella within a thirty-day period prior to being left for boarding, daycare, grooming, or bathing.
9. All charges incurred by owner shall be payable upon pick-up of pet, or when billed by *MDDS* at the address listed on this contract. *MDDS* shall use any and all legal remedies to collect any and all unpaid charges resulting from boarding, daycare, grooming, bathing, or other service provided by *MDDS* at the owner’s expense.

10. If pet becomes ill or if the state of the pet's health otherwise requires professional attention, MDDS, in its sole discretion may engage the services of a veterinarian or administer medicine or give other requisite attention to the pet and the expenses thereof shall be paid by the Owner. Owner gives consent to the MDDS to act in Owner's behalf in obtaining emergency or any veterinary care at Owner's expense if deemed necessary by MDDS or any of its employees. Owner indemnifies and holds MDDS harmless for said expenses.
11. For medications which must be given by hand, the owner will be assessed a fee of \$1.00 per administration.
12. 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 the Owner and MDDS.
13. In order to ensure the health and safety of our visiting pets and staff, a mandatory intestinal parasite check, including but not limited to parasites with Zoonotic potential, will be performed by centrifugation on all dogs receiving services at MDDS. A \$5:00 charge will be added to your bill.
14. Any controversy or claim arising out of or relating to this contract, or breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this contract, shall be settled by arbitration 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 a part of his/her award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorneys fees of the prevailing party.

Owner's Signature: \_\_\_\_\_

Owner's Address: \_\_\_\_\_

Facility Rep.: \_\_\_\_\_

Date: \_\_\_\_\_

**METHOD OF PAYMENT:**

- |                                      |                                     |
|--------------------------------------|-------------------------------------|
| <input type="checkbox"/> CREDIT CARD | <input type="checkbox"/> DEBIT CARD |
| <input type="checkbox"/> CHECK       | <input type="checkbox"/> CASH       |

**FAX FORM T0: 713-521-PETS (7387) OR E-MAIL: INFO@MDDS-HOUSTON.COM**