



The Bark Zone, Inc.
18100 wells Rd.
North Fort Myers, FL 33917
(239) 826.1090

AGREEMENT

This agreement is between The Bark Zone, Inc. (hereinafter referred to as "Facility") and the pet owner whose signature appears below (hereinafter referred to as "Pet Owner").

- 1) Pet Owner certifies the accuracy of all information conveyed to the Facility about the Owner's pet.
- 2) Pet Owner specifically represents to the Facility pet has not been exposed to rabies, distemper or any other contagious or communicable disease within a thirty-day period prior to being left for boarding, daycare, or grooming. Pet Owner agrees to notify Facility of exposure to any virus, infection or other transferable illness. Pet Owner will not bring pet to Facility until pet is symptom free for a reasonable period to be determined by pet's veterinarian or until written approval is obtained from a veterinarian. Pet Owner agrees not to bring pet to Facility if pet is exhibiting any signs of illness that may be harmful to other dogs in attendance, such as: vomiting, diarrhea, extreme lethargy, etc. without first obtaining approval from the Facility.
- 3) Pet Owner represents credit card information provided to the Facility is accurate.
- 4) Pet Owner further represents all information provided to the Facility about Pet Owner is accurate, and that Pet Owner is over 21 years of age.
- 5) Pet Owner specifically represents that he or she is the sole owner of the pet delivered to the Facility pursuant to this Contract, free and clear of all liens and encumbrances.
- 6) Pet Owner agrees to pay the current Facility rate for daycare and/or boarding in effect on the date Owner checks pet into the Facility.
- 7) Pet Owner agrees that if pet becomes ill, if the state of the pet's health declines, or if emergency veterinary care is needed, the Facility and its employees, in their sole discretion, acting in the Pet Owner's behalf, may engage the services of a veterinarian, administer medicine or give other requisite attention to the pet. All related expenses will be paid by the

Pet Owner. Pet Owner agrees to indemnify and holds the Facility and its employees harmless from said expenses.

8) Pet Owner agrees to pay all charges for special services requested for pet during the time said pet is in the care of the Facility.

9) Pet Owner agrees the Facility may collect amounts owed due to Pet Owner's failure to comply with the Facility's Cancellation Policy by charging such amounts to Pet Owner's credit card provided to the Facility. All other charges incurred by Pet Owner shall be payable upon pick-up of Pet Owner's pet. Pet Owner further agrees the Facility shall have the right to refuse to release pet to Pet Owner until Pet Owner has paid all charges due to the Facility. A lien will be placed on Pet Owner for any and all unpaid charges resulting from boarding, daycare, or any other service provided by the Facility.

10) Pet Owner assumes any and all expenses or liability for injuries that Pet Owner's pet may inflict upon any human or other pet while in the Facility. Pet Owner agrees to indemnify and hold the Facility and its employees harmless from any and all expenses and liability incurred as a result of injuries Pet Owner's pet inflicts upon any human or other pet while in the Facility.

11) Pet Owner grants the Facility the right to take photographs of the Pet Owner's pet while the facility is caring for Pet Owner's pet, and to post or reproduce any and all photographs taken (as well as Pet Owner's pet's name) on or in, without limitation, the Facility's web site, promotional materials and merchandise, without becoming liable to the Pet Owner (or the Pet Owner's pet) for royalty payment of any kind. Owner hereby releases covenants not to sue, and forever discharges the facility of and from any and all claims, demands, rights, and causes of action of whatever kind and nature including, but not limited to, appropriation of the picture or name of pet owner's pet for commercial advantage, publication of facts placing the pet owner and/or pet owner's pet in a false light, and public disclosure of private facts about the pet owner and/or pet owner's pet, arising out of or relating to any photographing of or use of photographs of pet owner's pet pursuant to the authority owner has granted the facility in the sentence immediately preceding this sentence.

12) The Facility shall exercise reasonable care for the Pet Owner's pet while pet is in the Facility's custody. The Pet Owner recognizes the potential risks involved with group play/dog daycare, boarding, and grooming due to the unpredictable nature of dogs.

13) Facility reserves the right to change the level or type of daycare/boarding or remove the pet from group play, if in its sole discretion it is believed necessary to ensure the safety of the pet, other dogs, or its employees.

14) Pet owner expressly agrees that facility's liability shall in no event exceed the current chattel value of a pet of the same species as the pet delivered by pet owner to the facility pursuant to this Agreement.

15) This Contract contains the entire agreement between the parties. All terms and conditions of the Contract shall be binding on the heirs, administrators, personal representatives and assigns of the Owner and the Facility.

16) Any controversy or claim arising out of, or relating to the 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 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 part of his/her award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party.

PET OWNER PRINTED NAME

PET OWNER SIGNATURE

DATE

. THE BARK ZONE Grooming, Daycare & Boarding Policies

• Reservations & Cancellations

- Grooming appointments – A 24-hour cancellation required. A \$25 fee will be charged for same day cancellations or no-shows.
- Boarding Reservations require a credit card on file and a one-night deposit at time of reservation.
- Reservation cancellations require a **2-day** notice for non-PEAK times and a 4-day notice for PEAK times. A cancellation fee equal to a one-night stay or loss of the prepaid deposit will be charged for cancellations not made according to TBZ policy.
- Daycare-only reservations must be cancelled at least 1 day in advance. Failure to do so will result in a \$30 fee charged to the credit card on file.
- **The following dates are TBZ PEAK times and require a credit card on file and a three-night stay.**

New Year's	December 30th - Jan 1st
Spring Break	March 3rd - April 10th
Easter	March 30th - April 2nd
Memorial Day	May 25th - 29th
July 4th	June 29, 2018 - July 5th
Summer Peak	July 6th - 31st
Labor Day	August 31st - Sept 4th
Thanksgiving	November 19th - 25th
Christmas	December 21st – January 2nd

- **Closed Dates & Information**

We are closed on the following holidays:

- - New Year's Eve (close early)
 - New Year's Day
 - Easter
 - Memorial Day
 - July 4th
 - Labor Day
 - Thanksgiving
 - Christmas Eve
 - Christmas Day

I understand TBZ Reservation, Holiday & Cancellation Policy

INICIAL

DATE

- **Daycare**

- Our playgroups are so successful because they are filled with regular daycare guests that know each other and our staff are familiar with the groups. Simply "throwing" a new dog or a dog that hasn't attended in a while into a playgroup isn't good for either the dog or the already established group. **For this reason, your dog must attend daycare at least weekly, unless due to vacation or illness. If your dog has been absent from The Bark Zone over 2 months another Playgroup Compatibility Evaluation will need to be scheduled to be daycare eligible.**

Drop-off and Pick-up Time

- Drop-off hours 8:00 a.m. – 10:00 a.m. Monday - Friday
- Half Day Drop-off 8:00 a.m. – 10:00 a.m. and after 1:30 p.m.
- Pick-up by 6:00 p.m.
- **Reservations are required.** We understand life happens if there is a last-minute change to your day. Keep in mind reservations are required to ensure proper staffing to properly safeguard each daycare room.

Lodging/Boarding

- **Includes:**
 - Access to daycare throughout the day for both indoor and outdoor play
 - Raised beds.
 - Owners may bring 1 toy and 1 blanket with the understanding these items can be damaged or misplaced.
 - Prescription and over the counter medications will be administered at no extra charge.

Check in and Check out Time

- Check in 10:00 a.m. – 12:00 a.m.
- Check out on departure day is before 12 p.m. (noon A \$15 late fee is charged for pick-ups after 12 p.m.)

A bath can be added to your dog with free of charge after 5 or more days of boarding. Dogs scheduled for baths will be bathed the night prior to pick-up for next morning pick-up.

- **Important Details You Need to Know**

- **Feeding:** You are required to bring your pet's food in sealed plastic bags (one per meal) and labeled with your pet's first and last name. We want to operate efficiently and provide the exact measurements you want for your pet. Please do not bring in large 30 – 50 lb bags. There will be a charge of \$5 per day if meals are not

individually bagged. We can accommodate any special diets owners bring. Dog boarding in daycare will remain in their bedroom a minimum of 1 hour after breakfast and dinner.

- **Fleas:** The Bark Zone will immediately notify the owner if we notice a pet has fleas. The owner will have the choice to either pick up the pet or have our staff provide a bath using our flea shampoo. Bath prices will be charged according to weight and hair length. Flea shampoo is an additional charge of \$3.00.
- **Day of Pick-up Prices:** Please review our pickup times to avoid a late pick-up fee. Details may be found under each boarding type. There are no exceptions to the policy. If your pet needs a room after the regular scheduled pick-up time, we are unable to use that room for another guest for that night.
- **Ability to be Handled:** Staff must be 100% comfortable handling the dogs they are supervising in their playgroups. Dogs showing aggression toward a staff member for any reason will be removed from their playgroups until assessed by the Kennel Manager. If it is determined that he/she can't be confidently controlled in playgroups without causing harm to other dogs and staff, he/she will be dismissed from playgroups.
- **Discipline:** Certain playroom etiquette is required from dogs that participate in our off-leash playgroups. For this reason, our staff may need to use discipline throughout the day. NO hitting or kicking is ever allowed! Staff will use some of the following techniques: body language, squirt bottles with water only, verbal corrections, holding collars firmly, holding muzzles firmly, putting a dog into a sit and requiring them to settle before releasing, etc. We are always more than happy to explain and demonstrate our disciplinary techniques. We want you to be 100% comfortable with how your pet is handled, while at the same time effectively manage our playgroups by correcting unwanted behaviors.
- **Our Playgroup Compatibility Evaluation (PCE):** We do our Playgroup Compatibility Evaluations by appointment only on Tuesdays – Thursdays. This is for both daycare and boarding guests. The PCE must be completed PRIOR to the visit. Male dogs over 6-months must be neutered, female dogs over 6-months must be spayed. Please call and we will be happy to set up an evaluation for your dog.
- Keep in mind our evaluation is to determine whether your dog will display behaviors that are compatible with our playgroups. We use a very formal evaluation program to record behaviors we notice during the day. Dogs that don't do well aren't "bad dogs" - they are simply better suited for one of our private boarding options. Not all dogs like daycare. We want your dog's participation in playgroups to be both beneficial to your dog and to our playgroups.
- As dogs become comfortable with an environment their behavior can, and most likely will change. What we see today is likely going to be different from what we see 3 months from now. Most of our dismissals do not happen on evaluation day; rather they happen after a dog has been a member of playgroups for a while. We keep specific notes on all dogs' behaviors and will keep you notified if any problems arise. Our ultimate goal is to have the safest, happiest playgroups possible.

I understand our policies for Daycare & Boarding.

INITIALS

DATE

Requirements for Daycare & Boarding, all pets must follow these requirements:

- Females must be spayed or neutered by age of 6 months
- All pets must fully vaccinated**
- Rabies
- Distemper/parvo
- Bordetella (every 12 months)
- Flea & heartworm prevention must be up to date. TBZ reserves the right to either have the pet picked up or administer a flea bath at the owner's cost if it is determined the pet has fleas.

**All vaccination documentation must be provided on vet letterhead or itemized payment receipt with the name of the pet clearly displayed. Please keep in mind, these requirements are mandatory and for the safety of your pet(s) and the other fur-guests.

• Injuries and Illnesses

• Diarrhea and Loss of Appetite

- **Diarrhea and Loss of Appetite:** Diarrhea and loss of appetite caused by the stress of being away from home and in a new environment are always a possibility. Dogs that we haven't seen before, dogs staying for extended periods of time and dogs that are immunocompromised are more likely to experience these problems.
- **Injuries to Themselves:** Occasionally we find a dog that is so stressed or anxious that they injure themselves from their own actions while in their rooms. For example, a dog could rub their nose raw on the gate or their bedding. Or perhaps a pet panics during a storm and hurts him/herself due to being in a heightened state of anxiety. A dog may lick a certain spot repeatedly causing a hot-spot. If the staff notices any behavior that may lead to injury, we will act immediately to help with the situation. We are open to any and all

ideas parents may have to help lessen their pets' anxiety while staying with us.

- **Injuries during Group Off-Leash Play:** The staff will work tirelessly to ensure the safety of our playgroups. However, incidents do sometimes happen. There is a variety of injuries that could happen in a large group of dogs, though they do not happen often. Daycare is very similar to children on a playground, except these “kids” play with teeth and nails, so there is a risk of scratches and punctures. You will notice play equipment in our play areas (bridges and car beds) and with those items there is a risk of stepping off, landing wrong and having injuries to the bones, muscles, or ligaments. We do not require the dogs to wear non-skid shoes, so they could slip on our floors and have their foot slide under the gate or into the playgroup wall. If an injury does occur, we will be very honest with you and call you if it is more than a tiny scratch, otherwise we will just show you at pick up. We treat all the animals in our care as our own pets and will always put their care and wellbeing first when making decisions. This is why we limit the number of dogs allowed in the playgroup at a given time.

- **Information about Canine Cough and Canine Flu**

- **Canine Cough:** "Canine cough" and "kennel cough" are generic terms often used for any infectious canine tracheobronchitis. It is a highly contagious respiratory disease among dogs. Symptoms include a dry hacking or "honking" cough, retching, and sometimes watery nasal discharge. In mild cases, dogs are generally still active and eating normally. Healthy adult dogs tend to recover very quickly with minor complications. Unvaccinated puppies and dogs, elderly dogs, and/or immunocompromised dogs are more likely to experience the most severe symptoms of the disease. Dogs can be contagious before showing any symptoms, which means a dog can be acting perfectly normal at TBZ while still shedding the virus. TBZ requires all boarding and daycare dogs to be current on the Bordetella vaccine. However, Bordetella is only one of the many pathogens that may cause infectious canine tracheobronchitis and is one of the only strains for which there is a vaccine. This means that even though your dog has been vaccinated against Bordetella they are still susceptible to the illness. Be sure to talk to your vet about the Bordetella and its effectiveness in preventing tracheobronchitis.
- **Canine Influenza (Canine Flu):** There are now multiple confirmed strains of canine flu, meaning no single vaccine will 100% protect your dog. Symptoms of canine flu can range from just a cough with nasal discharge to more severe symptoms such as high fever, lethargy, loss of appetite, red and/or runny eyes, and pneumonia. Canine flu is highly contagious, with approximately 80% of dogs exposed developing symptoms. Dogs can be contagious 2-4 days before showing any symptoms which means they could be at The Bark Zone acting completely fine and still be shedding the virus. The Bark Zone has decided to make the canine flu vaccine a requirement. We are strongly

encouraging owners to discuss with their veterinarian whether vaccinating is the right decision for their dog.

- **What Steps Do We Take to Prevent Canine Cough and Canine Flu?**
We take cleaning seriously! Full spray downs and sanitation are performed twice daily. We thoroughly scrub and clean one specific play area each afternoon and all areas in the evening. All dogs that participate in daycare or boarding are required to have their Bordetella vaccine. All staff are on high alert for dogs showing any of the previously mentioned symptoms. Dogs that cough are immediately pulled from the general population and quarantined for at least 30 minutes and reassessed. If he/she is acting fine and no coughing is present, we assume the dog is fine (maybe drank water too quickly) and return them to their original areas. We will continue to keep a watchful eye on them. Any dog still showing symptoms after the 30-minute quarantine is kept separate until they are picked up by their parents. Dogs that are not coughing or showing other symptoms within 48 hours are allowed back in the general population. Dogs that continue to show signs of illness may return only after their vet has given the all-clear.

- **I understand TBZ policies for Injuries and Illness.**

SIGNATURE

DATE

- **The Meow Zone Policies**

- **Cats that are guests in our Meow Zone receive the following during their stay:**
 - Mats, litter boxes, and litter that is kept clean throughout their stay
 - Full access to Kitty Room throughout the day for cats that are comfortable being handled and are nice to their feline friends
 - Owners may bring any belongings they feel will make their pet more comfortable
 - Prescription and over-the-counter medications administered at no extra charge

Check in and Check out Times

- The Meow Zone check in on day of arrival is between 12:00 p.m. to 7:00 p.m. Monday through Saturday.
- Pick-up on departure day is by 12 p.m. (noon)
- \$5.00/cat for pick-up between 4:30 p.m. – 7:00 p.m. (prime time dog drop off)

Vaccination requirements for Cats

- Rabies
- FVRCP (Feline Viral Rhinotracheitis, Calicivirus and Panleukopenia aka feline distemper)

Important Details you need to know

- Staff need to be 100% comfortable handling a cat in order for a cat to be allowed access to the full Kitty Condo. Some cats acclimate within a matter of hours; others prefer to stay in their condo for the duration of their stay. We only allow cats social time if we feel confident in their behavior with both staff and other cats.
- Due to this social environment, there are risks associated with allowing your cat to stay in Kitty Condo. Scratches, bites, broken bones (from jumping on climbing posts and ledges), etc. are all real risks. We ask you to familiarize yourself with our Kitty Condo environment and then decide if this is a good fit for your cat.
- We ask, when possible, that cats wear a collar for identification purposes as some cats may look alike.
- The Bark Zone will immediately notify you if we notice your cat has fleas. We'll have to give your cat a CapStar for which there will be a one-time \$10 charge. We do not thoroughly examine each cat checking just for fleas, so keep in mind that by allowing your cat to have social interactions with other cats there is the possibility of bringing a little flea friend home.
- Diarrhea or loss of appetite caused by the stress of being away from home and in a new environment is always a possibility. Cats that we haven't seen before, cats staying for extended periods of time, cats that have switched to our house food while boarding, and cats that are immunocompromised, are more likely to experience these problems.

Our goal is for you to feel comfortable with our policies and procedures. Please bring any area of concern you have to our attention immediately. We want you to trust us, not only because we are nice animal lovers, but because we are industry leaders in what we do and set exceptionally high standards for pet care.

If there is anything you can think of to make your cat comfortable while with us, please let us know. We look forward to a long relationship with you and your pets.

- **By signing below, you acknowledge the above for both dogs and cats as applicable per your need.**

I, (pet owner) _____ hereby release The bark zone, its agents, officers, subcontractors, and employees, animal owners, customers and potential customers of The Bark Zone from any and all liability for injuries to you, your pets, or your property, which arise in any way out of services provided or as a consequence of your association with The Bark Zone. I understand there are certain risks involved in pet ownership, training, and care including, but not limited to, fights, bites, and the transmission of disease. I acknowledge and accept responsibility for these and all other risks and release The Bark Zone from any injuries that might occur, no matter the cause. This agreement is in effect during the entire relationship between you and The Bark Zone and covers all pets entrusted in our care.

Pet Owner Signature

Date