

# **DAYCARE & BOARDING APPLICATION 2014**

□ INTERVIEW	□ NEW DOG	□ ADDITIONAL FAMILY	MEMBER	□ EXISTING DOG-UP	DATED INFORMATION
DATE OF APPLICA	ATION:				
DATES OF BOARI	OING: FROM:		TO:		
GUARDIAN INFO	RMATION:				
Name:	<del></del>				
		Home:			
LOCAL EMERGE					
Name:					
		_ Home:			
PET INFORMATIO					
Name:	<del></del>				
Breed:		Sex:	Age	DOB:	
Neutered/Spayed Y	es or No	Weight:	Color:		
Feeding Requirements: 1X/ Day		Day	2X/ Day		3X/Day
Quantity For Each Feeding:					
<sup>k</sup> Medication					

<sup>\*</sup>Medication Release must be signed for DogMode, LLC personnel to administer medication

# VETERINARIAN: Name: Address: Phone: Email: Fax: **GENERAL INFORMATION:** How did you hear about DogMode,LLC?: Have you ever used a Doggy Daycare/Boarding Facility before?: Where did you get your dog?: If adopted, do you have any knowledge of your dog's past history?: Does your dog like children?: YES NO How does your dog behave around children?: Circle Most Applicable CALM EXCITED INDIFFERENT NAUGHTY PROTECTIVE DOES NOT LIKE CHILDREN Are there other animals in your household?: YES NO If yes, please list the type, sex and age of each: How does your dog get along with other resident animals?: Circle Most Applicable CALM EXCITED INDIFFERENT NAUGHTY PROTECTIVE DOES NOT LIKE OTHER DOGS Does your dog prefer to socialize with male dogs or female dogs? HEALTH / GROOMING: Does your dog have hip dysplasia? YES NO If yes, what restrictions need to be placed on your dog's activities or movements? BE SPECIFIC Does your dog have any allergies or special needs? Please List Does your dog like to be brushed? YES NO Does your dog have any sensitive areas on his/her body?

## Does your dog act afraid of any specific items or noises? If so, please explain: How does your dog react to strangers coming into your home or yard? How does your dog react to puppies? When you are not at home; is your dog: Circle Most Applicable CRATED LEFT IN YARD LEFT IN HOME GATED OTHER Has your dog ever growled at someone? YES NO Describe the circumstance(s): Bitten someone? YES NO Describe the circumstance(s):\_\_\_\_\_ Does your dog have any **PROBLEMS** in any of the following areas? If so, please explain Housetraining: Barking: Jumping: Has your dog ever shared his/her food or toys with other animals? YES NO Does your dog play with other dogs? YES NO Do you take your dog places where it can meet other dogs off leash? YES NO Has your dog ever had any formal obedience training? YES NO If yes, when and where?\_\_\_\_ Does your dog know a quiet command (hand signals)?\_\_\_\_\_ Other commands your dog knows that may be helpful? Has your dog growled/snapped at anyone who has taken his/her food or toys away from him/her?

YES

NO

**BEHAVIOR:** 



# HEALTH AND TEMPERAMENT OWNER & VETERINARIAN CERTIFICATION

I,, hereby certify that my dog(s):
is/are in good health condition and have not
been ill with any communicable diseases/conditions in the last 30 days.
I further certify that my dog(s) have not harmed or shown aggressive or threatening behavior towards
any person or any other dog.
Medical/Vaccination Information:
*Bordetella Expiration:
DHLPP (Distemper) Expiration:
Rabies Expiration:
Last Fecal Exam / De-worming:
Giardia:
Parvo:
Signature of Guardian:
Date:

\*Bordatella required every six months



### **MEDICATION RELEASE**

I do not hold DogMode, LLC or any representatives of DogMode, LLC responsible regarding the administering of medication (of any kind) to my dog while visiting DogMode, LLC.

I understand that the representatives of DogMode, LLC will do their very best to follow the prescribed dosages of medication in a timely manner, however, if there are any consequences associated with the medication or illness, DogMode, LLC will not be held responsible.

Name of Guardian:
Signature of Guardian:
Date:
Name of Dog receiving medication:
Breed of Dog receiving medication:
Medication Name:
*Any side effects of medication:
Dosage:
Condition being treated:
How Often:
Special instructions for administering medication:

<sup>\*</sup>Examples of Side Effects: nausea, vomiting, drowsiness, hyper-activity, decreased appetite, etc.



### **OWNER AGREEMENT**

(Personal & Financial Responsibility)

I, the undersigned, hereby acknowledge and agree that all the information provided in the Dog Application is complete and accurate to the best of my knowledge. I consent to the use of my Dog to be used in the interviewing process as an introduction dog to any new potential client to DogMode, LLC. I further acknowledge and agree that I have read, understand and agree to all of the terms and conditions contained in the DogMode Policies, Procedures and Dog Release, Waiver of Liability, Assumption of Risk and Indemnification Agreement as they may be amended from time to time, which are attached and fully incorporated into this application by reference. I understand and agree that the information I provided in the Dog Application may be used for any lawful purpose.

I hereby execute the Agreement for my Dog, myself and my heirs, successors, representatives and assigns. I further attest that if I am not the owner or sole owner of the Dog for whom this Dog Application has been completed, my signature is sufficient to enter into this Agreement for and on behalf of any other owner or representative.

Guardians Signature				
Printed Name:				
Date:				
DogMode: Accepted this application on		_of	20	
	Day	Month		Year
DogMode, LLC Representative Signature_				
Printed Name:		, <u>, , , , , , , , , , , , , , , , , , </u>		
Date:				

# POLICIES, RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT (THE "AGREEMENT")

THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE THE OWNER(S) OF DOGMODE, LLC OR RELATED PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ AND UNDERSTAND IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

In consideration for your Dog(s) being permitted to come to DogMode, LLC, you agree to all of the policies, procedures, release, tenns and conditions set forth below. The following Agreement will apply to DogMode, LLC and its affiliates, employees, owners, agents and representatives.

#### All Dogs must:

- Be current on Rabies, Distemper, Parvo and Bordetella vaccinations
- Be at least 4 months of age
- Be spayed or neutered if 7 months of age or older
- Be in general good health and free of ticks and fleas
- Be non- aggressive towards other dogs and people
- Not be protective of toys, blankets or bedding
- Complete the DogMode, LLC, interview and trial day process to DogMode, LLC's satisfaction
- Have a quick release collar that contains an identification tag bearing the Dogs name and guardian or owners current contact information
- Be leashed when entering and exiting DogMode, LLC

#### Food:

Dogs will be fed in accordance with the instructions provided in the Dogs Application, or instructions you later provide. While at
DogMode, Dogs do not get fed lunch, unless specified by owner or guardian, and a container marked with your Dog(s) name and
feeding instructions, is provided

#### Web Cams & Video Release:

• To watch your Dog having a great time here at DogMode, log onto www.dogmode.com and click the webcam button; south inside, south outside, north inside, north outside. By using the services offered by DogMode, LLC, you agree to allow DogMode, LLC, any of their affiliates to use your Dogs, name and any image or likeness of your Dog taken while at DogMode, LLC, in any form or format, for use at any time, in any media, marketing, advertising, illustration, trade or promotional material. This provision is binding on you and all of your successors, heirs, legal representatives and assigns

#### 4. Personal Property:

DogMode, LLC will not be liable for any lost, stolen or damaged personal property belonging either to you or your Dog. If your
Dog causes any personal property damage to DogMode, the site where services are provided, another Dog or otherwise, you will be
liable for the FULL COST of all treatment, repairs and replacements

#### Fees:

 You must pay for all services and products by credit card, cash or check. All payment is due at the time you pick up your Dog from DogMode, or at the time services are completed by DogMode, LLC. You give your express permission for DogMode, LLC to charge any credit card you provided for unpaid services or products upon the date services were supposed to have been completed. You further agree to pay any collections costs and the cost of any returned or challenged check or debit charges

#### 6. Cancellation & Refund Policy:

In order to receive a refund for your \$50 deposit on a Boarding Stay, you must cancel at least <u>72 hours in advance</u>. <u>UNLESS</u> the
reservation is for a state or nationally recognized holiday, then your reservation must be cancelled <u>7 Days PRIOR</u> to your scheduled
reservation. If it is <u>NOT cancelled 7 Days Prior</u>, then your deposit is forfeited

#### Aggressive Dogs:

Although DogMode LLC loves all dogs to come to DogMode, your dog <u>cannot</u> be aggressive and must pass DogModes interview
and trial day process, in DogModes sole discretion. Your dog may be separated from other dogs or asked not to return to DogMode
if he/she exhibits aggressive or other unacceptable behavior. Such determinations will be made at the sole discretion of DogMode

#### Abandoned Dogs:

No Dog can be left at DogMode after the scheduled pick up time without communication from you. If your dog is left at DogMode without any contact, instructions or notification regarding its pick up from you or your authorized representative, your dog will be deemed "abandoned" at 7 PM on the seventh (7th) day after the scheduled pick up date. If you abandon your dog at DogMode, DogMode will become its legal owner and guardian. DogMode will in its sole discretion, determine whether to rehome the dog or relinquish it to a shelter or rescue of DogModes choice. You fully understand and agree that if you abandon your dog at DogMode, you may be unable to retrieve possession of your dog and will have no recourse against DogMode. We will make every effort to contact you or your authorized representative

#### 9. Duty to Disclose:

 You must disclose on a continual basis, any and all medical or other conditions, including but not limited to personality concerns or behavioral incidents that may affect, limit or prevent your dog's ability to participate in any DogMode activity or services. It will be at DogModes sole discretion to make any decisions regarding participation and your dog.

#### 10. ACCEPTANCE & ACKNOWLEDGMENT OF RISK:

• You fully understand that (a) there are inherent and potential risks involved with interactions between humans and dogs, as well as between dogs and other dogs, which may result in property damage or bodily injury, including but not limited to permanent disability, sickness or death to human or dog. (b) there may be other risks not known to you or DogMode, nor readily foreseeable at this time (collectively, "RISKS"). You fully accept and assume ALL RISKS and RESPONSIBILITY for ALL RISKS, including, without limitation, ALL LOSSES, COSTS AND DAMAGES incurred as a result of your Dog's participation at DogMode, including any VETERINARIAN EXPENSES INCURRED on behalf of or CAUSED BY your Dog. "Sickness" includes any illness not limited to Bordetella (Kennel Cough), BLOAT, or any other form of Contagious Disease

#### 11. Veterinarian Liability and Care:

• DogMode, LLC will have the right to obtain medical treatment for your dog, if, in DogModes sole discretion, it appears that your dog may be ill, injured or exhibits any other behavior that would reasonably suggest that your dog may need medical treatment. DogMode, will first attempt to seek treatment from the veterinarian provided in the dog's application, but will have the right to seek veterinary treatment from an alternative veterinarian if it is unable to reach or transport the dog to such veterinarian. YOU WILL BE FULLY RESPONSIBLE FOR ALL COSTS RELATED TO ANY MEDICAL TREATMENT, INCLUDING WITHOUT LIMITATION, THE COST OF ANY TRANSPORTATION FOR THE PURPOSE OF SUCH TREATMENT. You must also provide veterinary records to DogMode upon request. Again, DogMode, will make every effort to contact you or your authorized representative before calling the veterinarian on file

#### 12. Trade Secrets:

• I understand that during my tour of the DogMode facility, I may see confidential information, intellectual property, and trade secrets (collectively, "proprietary information") that is unique and exclusive property of DogMode. I acknowledge that DogMode has spent considerable money and effort developing and guarding the Proprietary Information and that any unauthorized disclosure or use of this Proprietary Information would be wrongful and would cause irreparable injury and harm to DogMode and its affiliates. By signing this form, I agree that I will not, at any time, publish, disclose, divulge or in any manner communicate the Proprietary Information to any person or entity or use such Proprietary Information, directly or indirectly, for my own benefit or for the benefit of any other person or entity. I recognize that any participation in this tour does not grant me any property rights by license or otherwise, to any Proprietary Information. This constitutes my entire agreement with DogMode with respect to the subject matter bereof

#### 13. WAIVER, RELEASE, AND INDEMNIFICATION;

- YOU HEREBY AGREE TO WAIVE, DISCHARGE CLAIMS, INDEMNIFY, RELEASE FROM LIABILITY, SAVE, HOLD
  HARMLESS AND DEFEND DOGMODE, LLC, their invitees, owners, officers, directors, employees, contractors, volunteers,
  agents, representatives, lessors and all others having an interest in DogMode, LLC from and against ANY AND ALL INJURY,
  LIABILITY, CLAIMS, LITIGATION, ACTIONS, SUITS, COSTS, LOSSES, DAMAGES, ATTORNEY'S FEES, EXPENSES
  OR DEMANDS OF EVERY CHARACTER WHATSOEVER on account of, arising out of, resulting from or relating in any way to
  (i) any act or omission (ii) your dog's participation at DogMode, LLC, its services provided by DogMode, LLC or otherwise.
- YOU AGREE THAT THIS RELEASE IS BINDING ON YOU AND YOUR SUCCESSORS, HEIRS, LETGAL
  REPRESENTATIVES AND ASSIGNS. YOU ALSO EXPRESSLY AND FOREVER RELEASE DOGMODE, LLC FROM ANY
  DUTY TO PROTECT YOU OR YOUR DOG FROM INJURY OF ANY KIND AND AGREE THAT ANY IMPLEMENTATION
  OF SAFETY PRECAUTIONS BY DOGMODE, LLC, WILL NOT WAIVE DOGMODE'S RIGHT TO BE INDEMNIFIED AS
  PROVIDED HEREUNDER, AND SUCH PRECAUTIONS WILL NOT ALTER THIS RELEASE

#### PLEASE INITIAL:

I HAVE READ, FULLY UNDERSTAND AND AGREE TO THE ABOVE TERMS, CONDITIONS AND REPRESENTATIONS. I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE. I INTEND FOR THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY OF DOGMODE, LLC TO THE GREATEST EXTENT PERMITTED BY LAW, AND I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNFORCEABLE, THE REMAINDER OF THIS AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT