

## OLD MILL BOARDING KENNEL DAYCARE/GROUP PLAYTIME AGREEMENT

**THIS DAYCARE/GROUP PLAYTIME AGREEMENT** (the Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 201\_ by and between Old Mill Boarding Kennel, Inc., a Virginia corporation (“Old Mill”) and \_\_\_\_\_, the pet owner (“Owner”).

Old Mill agrees to provide daycare and group playtime for Owner’s dog, and said Owner agrees to have day care and group playtime services provided by Old Mill, upon the following terms and conditions:

**Old Mill Admission Requirements:** In order to provide a healthy, safe, and fun experience, Old Mill Boarding Kennel evaluates all dogs before accepting them into daycare/group playtime. As a part of the evaluation, all dog owners are required to complete the Pet Profile attached hereto as a condition of having their dog admitted into the daycare/group playtime program. In addition to completion of the Pet Profile, the following conditions apply:

**Age:** All dogs must be four (4) months of age or older to participate in daycare/group playtime. All dogs ages seven (7) months or older must be spayed/neutered to participate.

**Health and Vaccines:** All dogs must be in good health. A veterinarian exam is highly recommended to ensure Owner’s dog’s health is suited for group playtime. Old Mill reserves the right to prohibit admittance of pets lacking proof of vaccinations, and/or pets displaying signs of untreated or potentially contagious conditions. Additionally, a veterinarian certification is required for Owner’s dog to be admitted or readmitted after any illness. Owner must provide written proof of up-to-date vaccinations.

**Rabies:** Rabies must be current.

**Bordetella:** (kennel cough) must be current within the past six months. If your dog has never received a bordatella vaccination it needs to be done at least 30 days prior to your dog’s participation in the daycare/playtime program.

**DHPP:** (Distemper, Hepatitis, Parainfluenza, and Parvovirus) must be current within the last year. If your dog has never received a DHPP vaccination it needs to be done at least 30 days prior to your dog’s participation in the daycare/playtime program.

**Behavior:** Owner’s dog must be non-aggressive towards humans and other dogs. Owner’s dog must not be object or food possessive or aggressive. Old Mill reserves the right to prohibit admittance of pets displaying signs of aggressive behavior.

**Owner Agreements, Certifications, Authorizations and Acknowledgments:** Owner hereby agrees, certifies, authorizes and acknowledges as follows:

(a) Owner certifies that Owner’s dog has not bitten or shown any aggressive or threatening behavior in the past towards any person or other dog(s).

(b) Owner certifies that Owner’s dog is in good health, has not been ill with a communicable condition in the last 30 days and is free from any medical conditions, which could potentially jeopardize other dogs or Owner’s dog.

(c) Owner authorizes Old Mill to allow Owner’s dog to come in contact with, and play with, another dog or a group of dogs participating in daycare/group playtime. Owner acknowledges Old Mill will place Owner’s dog with other dogs of compatible temperament, but dogs sometimes act unpredictably and injuries may occur. Additionally, exposure to others dogs may result in illness such as,

but not limited to kennel cough, or puppy warts. Owner agrees to hold Old Mill harmless for any injuries or illness resulting from Owner's dog being placed in group playtime with other dogs, unless caused by the gross negligence or intentional misconduct of Old Mill.

(d) Owner agrees that Owner shall be solely responsible and liable for any and all actions of Owner's dog during its stay in daycare/group playtime, including but not limited to injury to another pet, a staff member, or member of the public, unless caused by the gross negligence or intentional misconduct of Old Mill.

(e) Owner agrees to indemnify, defend and hold Old Mill, its directors, officers and employees, harmless from and against any and all claims, actions, losses, damages, liabilities, costs, judgments, and attorney's fees to which Old Mill may become subject to, relating to or arising out of Owner's dogs participation in daycare/group playtime, unless caused by the gross negligence or intentional misconduct of Old Mill.

(f) Owner agrees that photographs or other graphic, sound, or other image, likeness, recording, etc., may be made of Owner's dog by Old Mill and that such may be used for any purpose without compensation, and releases to Old Mill all rights that Owner may possess or claim to such image, likeness, and recording.

(g) Owner acknowledges the hours for dropping off and picking up dogs participating in the program are as follows: \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. Monday thru Friday, \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. Saturday, and \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. Sunday, and agrees that if Owner does not pick up his/her dog by the end of said business hours that Old Mill will take such action as Old Mill deems necessary for the continued care of Owner's dog and Owner agrees to pay for all costs associated with the continued care.

(h) Owner acknowledges receipt of a copy of the fee schedule for the daycare/group playtime program and agrees that in the event any collection action is required to be taken by Old Mill, Owner shall be liable for payment of all costs and fees, including reasonable attorney's fees.

(i) Owner certifies that all information contained in the Pet Profile (attached hereto) is true and correct, that there are no issues which, if made known to Old Mill, would cause Old Mill to exclude Owner's dog from daycare/group playtime, and acknowledges Old Mill will rely upon the information provided in the Pet Profile to provide daycare and group playtime services to Owner's dog. Owner agrees to update the Pet Profile in the event any information changes.

**Notice Required by Virginia Code § 3.2-6519:**

**NOTICE**

**The boarding of animals is subject to Article 4 (§ 3.2-6518 et seq.) of Chapter 65 of Title 3.2. If your animal becomes ill or injured while in the custody of the boarding establishment, the boarding establishment shall provide the animal with emergency veterinary treatment for the illness or injury.**

**The consumer shall bear the reasonable and necessary costs of emergency veterinary treatment for any illness or injury occurring while the animal is in the custody of the boarding establishment. The boarding establishment shall bear the expenses of veterinary treatment for any injury the animal sustains while at the boarding establishment if the injury resulted from the establishment's failure, whether accidental or intentional, to provide the care required by § 3.2-6503. Boarding establishments shall not be required to bear the cost of veterinary treatment for injuries resulting from the animal's self-mutilation.**

**Term of Agreement:** This Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 2013, and shall continue on a month-to-month basis until terminated by either party upon seven (7) days advance written notice to the other party; provided, however, Old Mill may terminate this Agreement immediately in the event Owner breaches any provisions of this Agreement, or Owner's dog is aggressive towards other dogs, or if it is determined your dog has an illness or medical condition, which could potentially jeopardize other dogs or Owner's dog.

**Miscellaneous:** This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia. All terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

Owner acknowledges Owner has read this Agreement and understands and agrees to the terms and conditions set forth herein.

OLD MILL BOARDING KENNEL, INC.,  
a Virginia corporation

OWNER:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Home or Business Phone: \_\_\_\_\_