

Totally Woof
18 Airport Rd.
Nashua, NH 03063
(603) 577-1576
Totallywoof.com

CLIENT AGREEMENT

This Agreement is between Totally Woof (hereinafter TW) and the dog's owner (hereinafter Owner). The following Client Agreement, Policies and Procedures, Daycare & Boarding Application Form, and Waiver and Assumption to Hold Harmless must be signed by the Owner when choosing to utilize the services of TW. Services may include but are not limited to daycare, boarding, training, and grooming the Owner's dog(s) at TW located at 18 Airport Road, Nashua, New Hampshire.

This Agreement is between TW and the Owner whose signature appears below. The Owner certifies that all information given to TW is accurate and that the Owner represents that he or she is the primary owner of the dog(s) listed in this Agreement and warrants that they have full authority to enter into this Agreement.

Health: Owner understands that upon entering TW, their dog(s) will have an initial temperament evaluation and will be examined for overall quality of health during their first day of daycare. If the Owner's dog(s) is found to have any health concerns, the dog(s) will be asked to leave TW immediately. Owner understands that their dog(s) may be reinstated in any services with proof of a clean bill of health provided by a veterinarian.

Risks: Owner understands that there are certain risks involved in using the services of an interactive play setting/daycare/training/boarding/grooming. Risks to humans and dogs that use our services include but are not limited to dog scratches, bites, wounds, paw soreness, viruses, and/or the transmission of disease. Owner recognizes that the benefits of an interactive play setting/daycare/training/boarding/grooming are valuable for their dog(s) and by signing this document they hereby assume and accept the potential risks involved and agree to pay all medical expenses for their dog(s) which may be incurred while their dog(s) is at TW.

Veterinarian Care in Case of Emergency: Should an Owner's dog(s) become injured or fall ill during our care, and should the Owner be unreachable, TW reserves the right to bring the Owner's dog(s) to a veterinarian at our discretion. All dogs that are decidedly in need of immediate veterinary care will be brought to the vet on file or All Pets Vet. If the **Animal Hospital** is not available, the Owner's dog(s) will be brought to **first available Emergency Veterinary Hospital**. Owner agrees to allow TW staff to transport their dog(s) in order to seek veterinarian care. Owner understands that they are fully responsible for any and all medical bills for their dog(s) and agrees that TW is not responsible for the payment of any medical services their dog(s) receives in the event that their dog(s) is brought to ANY veterinarian facility while in TW's care. Owner authorizes the veterinarians to use their best judgement to provide any necessary treatment and care for their dog(s) listed in this agreement. Owner agrees to not hold TW liable for the failure to seek veterinary attention.

Damages: TW is not responsible for the loss or damage of any items brought to TW for an Owner's dog(s) to use. Owner agrees to be responsible for the replacement cost and/or repair needed arising from any damages done to our facility by them or their dog(s). Owner agrees to be responsible for any injury their dog(s) causes to a staff member of TW and the expenses associated with such damages.

Photograph, Videotape &/or Record: Owner understands and agrees to allow TW to photograph, videotape and/or record their dog(s) while using the services offered at TW. Owner acknowledges that such photographs, videotapes and/or recordings that include the Owner's dog(s) may be used by TW for the lawful purpose(s) of training, media, social media and in the promotion, advertising, sale and publicizing of TW. Owner agrees to release from liability and licenses TW the exclusive rights to use any photographs, videotapes and/or recordings that include their dog(s).

Unclaimed/Abandoned Dogs: Owner understands that TW may exercise its rights regarding liens, abandonment and disposal of their dog(s) in accordance with NH R.S.A 437:19 and 437:20 as if TW were its rightful owner.

Payment: TW accepts Visa, Master Card, debit card, cash, local checks from recurring customers, and ACH. All credit cards that are also debit cards will be processed as debit cards. Returned checks are subject to a thirty dollar (\$30) fee. Prices are subject to change.

INITIALS: All paragraphs below must be initialed by the Owner.

_____ I have read, understand and agreed to follow the **TW Policies and Procedures**.

_____ I have read, answered to the best of my knowledge and ability, and submitted the online form(s) **Totally Woof Application** for each of my dogs.

_____ I understand that TW reserves the right to dismiss a dog from any of their services for any reason.

_____ I understand that TW will exercise due diligence and care while my dog(s) is in TW's care. I hereby Waive and Release TW, its agents, officers, subcontractors, employees, canine parents, and customers of TW from any and all liability of any nature, for injury of damage by any dog(s) including my own and I freely assume the risk of damage or injury while my dog(s) is in the care of TW, or while on the surrounding area thereto.

_____ I agree that I am responsible for all cost of services requested or rendered for my dog(s).

_____ I agree to receive emails from TW for as long as my dog(s) are registered clients of TW. I understand that my email address will not be shared or sold.

Entire Understanding: This Agreement shall be binding on heirs, administrators, personal representatives or assignees or agents of the Owner and TW. Each time the Owner brings their dog(s) to TW, Owner affirms the terms of this Agreement, and the truthfulness and accuracy of all statements Owner makes in this Agreement. Any controversy or claim arising out of this Agreement, or the breach thereof, or as a result of any claim involving negligence by a party to this Agreement, shall be settled through mediation and/or arbitration within the State of New Hampshire.

On behalf of myself, my heirs, agents and all other owners of my dog(s), I have read and agree to the terms of this contract. I warrant that I have the authority to represent any and all other owners and/or agents of this dog(s) in signing this contract. By executing this Agreement, Owner agrees to abide by the terms stated herein.

Owner's Signature: _____ Date: _____

PRINT Owner's Name: _____ Cell #: _____

Email: _____

Address: _____

1st Dog – Name: _____ Breed: _____ Age: _____

2nd Dog – Name: _____ Breed: _____ Age: _____

3rd Dog – Name: _____ Breed: _____ Age: _____