



a self-serve dog wash,
day care & boutique

Health and Temperament Agreement

OWNER INFORMATION

Owner's Name: _____ Spouse: _____

Home #: (____) _____ Work #: (____) _____ Cell #: (____) _____

Address: _____

DOG'S INFORMATION

1st DOG's Name: _____ Age: _____

Breed: _____ Gender: (Circle) Male Female Color: _____

2nd DOG's Name: _____ Age: _____

Breed: _____ Gender: (Circle) Male Female Color: _____

EMERGENCY CONTACT INFORMATION

Name: _____ Relationship: _____

Home #: (____) _____ Work #: (____) _____ Cell #: (____) _____

Persons Authorized to Drop off and/or Pick-Up my dog(s): _____

Phone # of Authorized Person: (____) _____

HEALTH INFORMATION **ALL VACCINATIONS MUST BE CURRENT ON FILE**

Veterinary Clinic: _____ Doctor: _____

Owner

Date

Doctor's Phone and Fax: _____

Medications Required During Day Care Hours (leave Blank if None):

Medication: _____ Quantity: _____

Special Instructions: _____

<u>Name of Dog(s)</u>	<u>Vaccination Expiration Date</u>		
	Rabies	DHLPP	Bordatella
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: You must have your doctor FAX a copy of your dog's most recent vaccinations and other pertinent health information for our files. Our FAX number is (318) 946-8564. All dogs at Lucky's must be on a flea prevention program such as Sentinel, Frontline, Advantage or Revolution.

YOUR DOG IS NOT ELIGIBLE FOR DAY CARE SERVICES AT LUCKY'S UNLESS IT HAS BEEN SPAYED OR NEUTERED!!

FEEDING

Lucky's Yellow Rubber Ducky, Inc., sometimes hereinafter referred to as "the corporation" or "Lucky's", will provide, free of charge, one appropriately sized serving of Science Diet Adult Original or Science Diet Puppy Original dry food for your dog(s), depending on his or her age, one time per day for all dogs in full-day day care. Dogs in half-day day care will not be fed. If your dog(s) requires special food, or requires feeding during half-day day care, you must provide food for your dog(s) and must also provide specific feeding instructions.

SPECIAL FEEDING INSTRUCTIONS (leave blank if inapplicable):

I understand that Lucky's and its employees, officers, directors owners, and agents, will exercise due care to protect the health and safety of my dog(s) while in their care. By initialing each of the following I indicate my understanding thereof and ascent thereto:

1. I understand and agree that in admitting my dog(s), Lucky's Yellow Rubber Ducky, Inc. has relied on my representation that my dog(s) is in good health and has not harmed or shown aggressive or threatening behavior towards any person, other dog(s), or other animal.

Dog Owner's Initials _____

2. One of the reasons I have chosen Lucky's Yellow Rubber Ducky, Inc. for my dog's day care is due to its

Owner

Date

“free roam” nature. I understand and agree that my dog(s) past non-aggressive behavior is not a guarantee of future behavior and that it is impossible for the staff of Lucky’s Yellow Rubber Ducky, Inc. to predict how my dog(s) will behave in a free-roam pack situation as present at the day care on any given day.

Dog Owner’s Initials _____

3. I further understand and agree that although Lucky’s Yellow Rubber Ducky, Inc. maintains the highest standard of care possible, dogs may be injured at the facility and may require veterinary treatment and care, such as sutures, intravenous fluids, and medical exams. This list of treatments is not meant to be exclusive. I assume all risk of injury to my own dog(s) while at Lucky’s Yellow Rubber Ducky, Inc.

Dog Owner’s Initials _____

4. I further understand and agree that Lucky’s Yellow Rubber Ducky, Inc. and its staff will not be liable for any injuries sustained by my dog(s) or inflicted by my dog(s) while in the care of Lucky’s Yellow Rubber Ducky, Inc.

Dog Owner’s Initials _____

5. I further understand and agree that Lucky’s Yellow Rubber Ducky, Inc. and its staff will not be liable for any medical problems that develop with my dog(s) during any time period, inclusive of times away from Lucky’s Yellow Rubber Ducky, Inc., during which time I am a customer of Lucky’s Yellow Rubber Ducky, Inc.

Dog Owner’s Initials _____

6. I further understand and agree that any medical problems that develop with my dog(s) or any injury suffered by my dog(s) while my dog(s) is in the care of Lucky’s Yellow Rubber Ducky, Inc. will be treated in the manner deemed necessary by the staff of Lucky’s Yellow Rubber Ducky, Inc., including transport to and treatment by a licensed veterinarian, and that I assume full financial responsibility for any and all resulting expenses. I agree that my dog may not leave the premises until all charges are paid in full. I further agree that absent some extenuating circumstance requiring after-hours medical treatment, if my dog(s) needs medical treatment s/he will be taken to the South Shreveport Animal Hospital, 1112 E. Bert Kouns, Shreveport, Louisiana, and I will be responsible for any charges incurred as a result thereof. I further understand that all efforts will be made to contact me at the numbers I have provided to Lucky’s, but agree that Lucky’s and its employees, officers, directors and agents have my permission and consent to seek appropriate medical care for my dog(s) with the South Shreveport Animal Hospital. I understand that with this consent is the understanding and agreement that I will be responsible for any expenses incurred by either Lucky’s or the South Shreveport Animal Hospital should Lucky’s seek medical attention for my dog(s) based on my consent. I further understand that any such expenses are my obligation even if my dog expires while in the custody of the South Shreveport Animal Hospital. Should after-hours care be necessary, I understand my dog will be taken to the Animal Emergency Hospital of Shreveport Bossier, Inc., 2421 Line Avenue, and the same terms and conditions apply.

Dog Owner’s Initials _____

7. I further understand and agree that I am fully responsible for any injury sustained by any person or animal caused by my dog(s) and that by signing this agreement I assume full financial responsibility for any such injury. If more than one dog is involved in any incident which results in injury to any person or animal, any resultant damages of any kind will be apportioned amongst the owners of the dog(s) responsible as determined by Lucky’s Yellow Rubber Ducky, Inc. and its owners or staff.

Dog Owner’s Initials _____

8. I further understand and agree that I will reimburse Lucky’s Yellow Rubber Ducky, Inc. for any and all expenses incurred by Lucky’s Yellow Rubber Ducky, Inc., which are my responsibility pursuant to the

Owner

Date

terms of this agreement within ten (10) days of receipt of an invoice from Lucky's Yellow Rubber Ducky, Inc. If I do not pay for any such charges within the time allotted, any balance owed will result in an 18% per annum finance charge.

Dog Owner's Initials _____

9. I understand and agree that I am solely responsible for any harm caused by my dog(s) while my dog(s) is present at Lucky's Yellow Rubber Ducky, Inc. I hereby release Lucky's Yellow Rubber Ducky, Inc., its owners, heirs, assigns, agents and employees from any and all liability arising from my dog's presence at Lucky's Yellow Rubber Ducky, Inc.

Dog Owner's Initials _____

10. I hereby waive and release Lucky's Yellow Rubber Ducky, Inc., from any liability of any nature for any injury, death or loss of my dog(s) resulting from any actions of said corporation, its agents, assigns, heirs, owners, and employees, or from the actions of my dog(s) or any other dog(s) while in the custody of, or on the grounds of said corporation. In the event my dog(s) causes injury to another dog or to a person while at Lucky's Yellow Rubber Ducky, Inc., I agree to indemnify and subrogate Lucky's Yellow Rubber Ducky, Inc., from any action which may be brought against it and for any defense, settlement, or judgment against it or its agents, assigns, heirs, owners, and employees. I will assume all liability for the actions of my dog(s) and agree to maintain personal liability insurance in the event of such an incident.

Dog Owner's Initials _____

11. As the owner of a dog(s) attending Lucky's Yellow Rubber Ducky, Inc. I agree to conform to and to be bound by the policies and procedures of said corporation, whether written or verbal, as they may be amended. In the event of failure of me or my dog(s) to conform with such rules, said corporation shall have the unilateral right, but not the obligation, to discontinue such rights of my dog(s) to board or attend doggie day care again with the corporation.

Dog Owner's Initials _____

12. CANCELLATION POLICY—I understand that unless I abide by the following cancellation policy no refund will be due and owing for any services for which I have already paid: 24 hours for a non-holiday reservation, 72 hours for a holiday reservation.

Dog Owner's Initials _____

13. I agree that Lucky's Yellow Rubber Ducky, Inc. may take and use photographs of my dog(s) as often as desired, and I waive right of approval and release Lucky's Yellow Rubber Ducky, Inc., from all claims which I may have on account of use of publication of any such photographs.

Dog Owner's Initials _____

14. I agree that I will pay the rate for Day Care services and all costs and charges, for special services requested, and for veterinary services deemed necessary by the corporation, during the time my dog(s) is in the care of the corporation or for any such costs, charges, or services incurred or requested by me.

Dog Owner's Initials _____

15. Even though the corporation and all persons acting on its behalf shall exercise reasonable care for the dog(s) delivered to it for day care, cleaning, grooming, or for any other purpose, it is expressly agreed by the owner and the corporation that the corporation's liability shall in no event exceed \$200 per animal. The owner further agrees to be solely responsible for any and all acts of behavior of said animal while it is in the care of the corporation.

Owner

Date

Dog Owner's Initials _____

16. Owner specifically represents that he or she is the sole owner of the pet, free and clear of all liens and encumbrances.

Dog Owner's Initials _____

17. All charges incurred by Owner shall be payable upon pick-up of pet, or when billed by the corporation at the address provided by the owner on this contract, at the corporation's discretion. The corporation shall have, and is hereby granted, a lien on the pet for any and all unpaid charges resulting from services rendered by the corporation. The Owner hereby agrees that in the event any charges are not paid when due in accordance with this contract, the corporation may exercise its lien rights either upon ten days written notice given by corporation to Owner by certified mail at the address shown on the contract, or by maintaining custody of the pet, at corporation's sole discretion. The corporation may dispose of the pet for any and all unpaid charges, at private or public sale, in the sole discretion of the corporation, and Owner specifically waives all statutory or legal rights to the contrary. If such sale shall not secure a price adequate to pay such costs of services rendered, plus any authorized finance fees and other charges, then Owner shall be liable to corporation for the difference. All monies realized by corporation at such sale, over and above the charges due and costs of sale, shall be paid by corporation to Owner. Corporation may choose not to exercise its lien rights to pet, and any waiver to exercise such right shall not in any way abridge any other right or cause of action held by corporation, nor shall it constitute any right of set-off by owner.

Dog Owner's Initials _____

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 the corporation.

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

Jurisdiction for any arbitration hereunder, or any suit in relation to the contract between the parties, or any disagreement between them, shall be the First Judicial District of Louisiana.

I agree that the corporation is not responsible for any items I bring and leave at its premises, or any items that may be lost or destroyed. I also agree that the corporation is not liable for any injury inflicted upon another dog(s) by my dog(s), or any injury to my dog(s) including without limitation, injuries, illness, escape, or death, and that I am responsible for all costs and fees related to the same.

I have read and agree with all the rules and regulations of this contract.

By signing below, I acknowledge that I have read and understand the terms of this agreement and that I agree to abide by the terms of this agreement.

Dog Owner's Signature

Date

Corporate Representative:

Owner

Date

For Lucky's Yellow Rubber Ducky, Inc.

Owner

Date