



a self-serve dog wash,  
day care & boutique

## **Health and Temperament Agreement**

### **OWNER INFORMATION**

Owner's Name: \_\_\_\_\_ Spouse: \_\_\_\_\_

Home #: (\_\_\_\_) \_\_\_\_\_ Work #: (\_\_\_\_) \_\_\_\_\_ Cell #: (\_\_\_\_) \_\_\_\_\_

Address/City/State: \_\_\_\_\_

Email Address: \_\_\_\_\_

### **DOG'S INFORMATION**

1<sup>st</sup> DOG's Name: \_\_\_\_\_ Age: \_\_\_\_\_

Breed: \_\_\_\_\_ Gender: (Circle) Male Female Color: \_\_\_\_\_

2<sup>nd</sup> DOG's Name: \_\_\_\_\_ Age: \_\_\_\_\_

Breed: \_\_\_\_\_ Gender: (Circle) Male Female Color: \_\_\_\_\_

### **EMERGENCY CONTACT INFORMATION**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Home #: (\_\_\_\_) \_\_\_\_\_ Work #: (\_\_\_\_) \_\_\_\_\_ Cell #: (\_\_\_\_) \_\_\_\_\_

Person(s) Authorized to Drop off and/or Pick-Up my dog(s): \_\_\_\_\_

Phone # of Authorized Person(s): (\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

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

Veterinary Clinic: \_\_\_\_\_ Doctor: \_\_\_\_\_

Doctor's Phone and Fax: \_\_\_\_\_

**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 AT LUCKY'S UNLESS IT HAS BEEN SPAYED OR NEUTERED!!**

I understand that Lucky's Yellow Rubber Ducky, Inc. 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.

1. I further 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, or other animal.
2. One of the reasons I have chosen Lucky's Yellow Rubber Ducky, Inc. for my dog's daycare is due to it's "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.
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 inclusive. I assume all risk of injury to my own dog(s) while at Lucky's Yellow Rubber Ducky, Inc.
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.
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.
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(s) may not leave the premises until all charges due the corporation are paid in full.
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 dogs responsible as determined by Lucky's Yellow Rubber Ducky, Inc. and its owners or staff.
8. I further understand and agree that I will reimburse Lucky's Yellow Rubber Ducky, Inc. for any and all

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

expenses incurred by Lucky's Yellow Rubber Ducky, Inc., which are my responsibility pursuant to the terms of this agreement within ten (10) days of receipt of an invoice from Lucky's Yellow Rubber Ducky, Inc.

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.

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 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. 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.

11. As the owner of a dog 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 for 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.

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.

13. I agree that Lucky's Yellow Rubber Ducky, Inc. may take and use photographs of my dog 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.

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 is in the care of the corporation.

15. Even though the corporation and all persons acting on its behalf shall exercise reasonable care for the dogs delivered to it for day care, it is expressly agreed by the owner and the corporation that the corporation's liability shall in no event exceed \$200 per animal boarded. 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.

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

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. The corporation shall have, and is hereby granted, a lien on the animal for any and all unpaid charges resulting from boarding the animal with the corporation. The Owner hereby agrees that in the event the boarding charges are not paid when due in accordance with this contract, the corporation may exercise its lien rights upon ten days written notice given by corporation to Owner by certified mail to the address shown on contract. The corporation may dispose of the animal 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 board or other charges delinquent, plus costs of sale, 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.

18. LATE FEES. Owner understands that the time of Lucky's owner's and employees is important to them, and for that reason it is important that owner take possession of his or her animal at closing time or before. Owner agrees that if he or she is late in taking possession of his or her animal, time being governed by the computer clock at Lucky's which is synced to GMT and the US Atomic Clock daily, there will be a late fee of \$1.00 per

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

minute for every minute past closing which a Lucky's owner or employee is required to stay to await owner's arrival in taking possession of his or her animal. Waiver of this fee in whole or in part by Lucky's in no way constitutes tacit removal of this provision from the contract.

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 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 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:

\_\_\_\_\_  
For Lucky's Yellow Rubber Ducky, Inc.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date