



3016 South Hill St. Los Angeles, CA 90007
TEL (213) 748-7485

SERVICE AGREEMENT

1. Bark Avenue Operations, LLC (“Bark Avenue”) agrees to provide day care and/or boarding for the dog(s) (“Dog”) set forth in the Bark Avenue Operations, LLC registration form, and to provide other services as agreed to by and between the Dog owner (“Owner”) and Bark Avenue at the rates agreed upon.
2. Owner may drop off his or her dog for daycare or boarding anytime during our business day. In the event Owner drops off dog for daycare and cannot or does not pick up dog before closing time, Owner will pay for overnight boarding care and fees, and may pick up dog the following business day. If Owner picks up dog after check-out time, daycare fees apply for that day and will be charged accordingly.
3. All dogs over the age of 6 months must be neutered or spayed in order to attend Bark Avenue. However, Bark Avenue accepts dogs 6 months or younger that have not yet been neutered or spayed. Bark Avenue shall not be responsible in the event a female dog becomes pregnant during her stay at Bark Avenue. Owner represents either that (i) Dog has been neutered or spayed or (ii) Dog is 6 months old or younger.
4. Owner understands and acknowledges that Bark Avenue has agreed to render services as described herein based upon Owner’s representations that:
 - (i) Dog is in all respects healthy and is current on all required and customary vaccinations, including, but not limited to, **D.H.L.P.P. (Distemper, Leptososis and Parvo) Bordatella and Rabies;**
 - (ii) Dog has not at anytime in the past harmed or shown aggressive or threatening behavior towards any other person or any other animal;
 - (iii) There is no history of behavioral issues of any kind as a result of being confined in a small area; and
 - (iv) Dog does not suffer from any disability, illness, or other condition which could have an adverse effect on the health of, or could jeopardize the safety of, another dog.

5. Dog may be isolated and kept apart from other dogs should Bark Avenue determine that the Dog may be in danger or may endanger other dogs by virtue of its conduct or behavior. Owner understands that Bark Avenue desires to maintain the health, reasonable care and comfort of all dogs within its care facility, and to adequately provide for the safe keeping of such dogs in which it has custody.
6. Prior to Bark Avenue providing any daycare or boarding services, all dogs must pass an initial personality evaluation administered by Bark Avenue or a Bark Avenue appointed representative.
7. All dogs attending Bark Avenue are required to wear (i) a flat nylon quick snap collar for their safety; and (ii) a name tag.
8. Unless agreed to in writing, Owner entrusts Bark Avenue to use its reasonable judgment in caring for his or her Dog. Should any decision affecting the handling of the Dog become necessary as the result of inclement weather or other natural causes relating to such decision, Bark Avenue shall use reasonable judgment given the circumstances.
9. Owner understands that reservations are required for all boarding stays and a deposit during holiday seasons is required to hold a booking. No reservations are required for day care. Holiday reservation cancellations must be received by Bark Avenue at least 48 hours prior to the intended arrival date or Owner will forfeit the deposit.
10. It is Owner's responsibility to keep Dog updated on all vaccinations and flea treatments. Owner represents that Dog is currently protected by a flea care preventative and that Dog will be protected by this preventative throughout each and every day Dog attends Bark Avenue. If Dog is found to be infested by fleas, Bark Avenue will administer flea treatment services and Owner will be charged for such services.
11. Owner understands that if a dog remains at Bark Avenue's facilities for a period of 10 days or more beyond the period of time for which an Owner and Bark Avenue have agreed that Bark Avenue would provide services for such dog and Bark Avenue cannot contact Owner, Bark Avenue will consider the Dog abandoned and Bark Avenue or Bark Avenue Foundation may place Dog in an appropriate home.
12. Owner agrees to pay Bark Avenue for all services rendered. Owner will be requested to provide a credit card on the Bark Avenue Registration Form. All boarding stays require payment upon pick up. Upon receipt of an invoice, Owner agrees to take full responsibility for prompt payment. A handling fee of \$25 dollars will be charged on all returned checks. In the event it is necessary to initiate collection proceedings on the account, Owner will be responsible for all attorneys' fees and costs of collection and these fees will be added to the outstanding balance.
13. This agreement shall be valid for all future use by Dog of Bark Avenue's services and Owner agrees that all such reservations and future use of Bark Avenue's services by Dog will be provided by Bark Avenue pursuant to the terms of this agreement. This agreement may be terminated by either party providing a written notice of termination to the other party.

14. Bark Avenue will not release Dog to anyone but Owner without prior written notification, except as provided in paragraph 11.
15. Owner consents to the use of all photographs, videos and photographic images of Dog taken while on Bark Avenue premises in any promotional materials of Bark Avenue, including, but not limited to, publications, advertisements and Bark Avenue's web-site.
16. Owner acknowledges Bark Avenue is not an animal hospital and does not have a doctor of veterinary medicine or other veterinary professionals on staff.
17. Owner recognizes that there is a risk of injury or illness in any environment associated with live animals. Owner recognizes and assumes the risks and danger inherent in doggie day care, dog boarding and dog walking, including, but not limited to, injuries or illnesses resulting from dog fights, rough play, dog contacting fleas, kennel cough or some other contagious disease, unwanted pregnancies and natural disasters.
18. Owner voluntarily accepts these risks and Owner agrees that the Owner shall remain liable and bear all expenses for any damages that the Dog may cause to any dogs, persons or property, including bites, aggressive behavior, or conduct of the Dog and assumes full responsibility for Dog's actions at all times. Owner hereby waives any claim against Bark Avenue, its owners, agents, employees, directors, and representatives, and to hold harmless the Bark Avenue Parties and each of them harmless from any liability of any kind whatsoever arising from the attendance and participation of Dog at Bark Avenue, including, without limitation, any and all illness, bodily injury, unwanted pregnancy, death or other damage to Dog or Owner. I understand and agree that this release applies to future unknown or unsuspected claims, and hereby waive Section 1542 of the California Civil Code and any similar law. Section 1542 reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Owner agrees to indemnify the Bark Avenue Parties against all defense costs, including attorneys' fees, resulting from any claim made against the Bark Avenue Parties, either by Owner or by another party as part of an action against Owner resulting from an action taken by Dog or Owner.

19. In the event Dog becomes ill or injured, Bark Avenue shall notify Owner, and if Owner cannot be contacted or reached, the emergency contract provided in the Bark Avenue Registration Form will be contacted. If the emergency contact cannot be reached, Owner has failed to instruct Bark Avenue regarding measures to be taken, or if an emergency situation exists which requires immediate action, Bark Avenue is authorized to engage the services of a veterinarian of Bark Avenue's choice and to approve medical and/or emergency treatment (excluding euthanasia) as recommended by a veterinarian. Owner therefore hereby allows Bark Avenue to attain medical attention for Dog from any

qualified veterinarian and to transport Dog to and from that veterinarian when Bark Avenue deems such medical care important for Dog's health. Owner grants Bark Avenue full power of decision involving the medical treatment of Dog, and authorizes the use of Owner's Card to pay for any such veterinary costs.

20. Owner agrees that if Dog damages property belonging to Bark Avenue, Bark Avenue may use Owner's Card to pay for that damage and Owner authorizes the use of the Card.
21. OWNER REPRESENTS THAT S/HE HAS READ THIS AGREEMENT AND UNDERSTANDS AND ACCEPTS THE TERMS AND CONDITIONS STATED HEREIN. FURTHERMORE, OWNER ACKNOWLEDGES THAT THIS AGREEMENT AND THE AGREEMENTS CONTEMPLATED HEREIN SHALL BE THE ONLY AGREEMENTS BETWEEN OWNER AND BARK AVENUE, SHALL BE EFFECTIVE AND BINDING UPON THE PARTIES, AND SHALL SUPERSEDE ANY AND ALL OTHER AGREEMENTS, WHETHER ORAL OR WRITTEN.

Dated: _____ **Owner's signature:** _____

Owner's Name (printed): _____

Dog's Name: _____

Dated: _____ **Bark Avenue**

By: _____

Its: _____