



RULES & RELEASE AGREEMENT

281 S. McDuff
Jacksonville, FL

thebarkinglot.us
(904) 384-2111

GENERAL RULES AND REGULATIONS

1. I (we) understand that THE BARKING LOT reserves the right to refuse service for any reason.
2. I understand that THE BARKING LOT reserves the right to terminate service without prior notice or warning.
3. I understand that all bites will be reported to the local authorities as required by law.
4. I understand that all dogs must be current on all shots, including rabies.
5. I understand that I am liable for any and all medical expenses and damages that result from injuries to persons or property caused by my dog at THE BARKING LOT daycare.
6. I have disclosed to THE BARKING LOT all known dangers or concerns associated with my dog.
7. I understand and agree that in admitting my dog to THE BARKING LOT daycare, the facility has relied upon my representation that my dog is in good health and has not harmed or shown aggressive or threatening behavior towards any person or other dog.
8. I agree to carefully inspect and satisfy myself that THE BARKING LOT facilities provided are reasonably safe for their intended use.
9. If any medical problems develop while my dog is in the care of the BARKING LOT, I authorize THE BARKING LOT to do whatever they deem necessary for the safety, health and well being of my dog. Further, I agree to assume full financial responsibility for any and all medical expenses incurred.
10. I understand that THE BARKING LOT reserves all right to use and publish any photos taken of my dog(s) during daycare for any and all purposes.



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CONTRACT REGULATIONS AND PAYMENT REQUIREMENTS

1. I understand that in order to reserve my dog's place for daycare, I need to turn in my month's payment and calendar by the 25th day of each proceeding month. (First time customers are exempt if beginning after this date.)
2. I understand that daycare fees are **NON-REFUNDABLE**.
3. I understand that daycare fees are **NON-TRANSFERABLE** to another dog owner. Only other dogs that I own may be substituted and such substitution must be approved by THE BARKING LOT management prior to the first day of daycare.
4. I understand that if daycare services are terminated for any reason, THE BARKING LOT reserves the right to return pro-rated fees or no fees.
5. I understand that the hours of operation are 7:00a.m. - 6:30p.m. (Monday through Friday) and a \$45.00 late fee charge applies at 6:31p.m. If I have not picked up my dog by 7:00 p.m., THE BARKING LOT will board each dog for an additional \$30.00 the first night, and an additional \$_____ per dog for each additional day thereafter. I understand that should this ever happen, all late fees will be DUE IMMEDIATELY and I authorize my credit card to be charged for all late fees IMMEDIATELY. If I have not provided a credit card number, all late fees must be paid when I pick up my dog(s).
6. If I purchase a 1/2 day service and fail to pick my dog(s) up by 1:30p.m., I understand that I will be charged the full day rate of \$23.00 per dog. If I fail to pick up my dog(s) by 6:30pm, additional late fees will apply (see #5 above).
7. I understand that if my dog is left at the daycare for a period of three (3) days without contact from the owner, this dog will be considered abandoned and necessary steps will be taken to turn the animal over to appropriate authorities.
8. I authorize THE BARKING LOT to immediately charge my credit card for any outstanding balance on my account.
9. I understand that if an unpaid balance remains unpaid for 60 days or more, unless another arrangement is made, THE BARKING LOT will turn my account over to a collection agency and I will be liable for all collection costs, attorney fees, and other expenses incurred in the collection process in addition to the outstanding balance plus the legal rate of interest.
10. I understand that THE BARKING LOT will charge me a \$25 handling fee for each returned check.
11. I understand that THE BARKING LOT reserves the right to require cash or money order for daycare services for any reason.



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RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK

1. I understand that THE BARKING LOT is a cage-free facility and that there are inherent risks associated with having my dog in an environment where the dogs are not kept in cages. I also understand the special risks of having my dog around other dogs and people. I acknowledge and authorize THE BARKING LOT to take any and all actions that it deems necessary and reasonable to minimize these risks, but I understand that it is not always possible for THE BARKING LOT to prevent injuries that may occur. I accept these risks and agree to release and discharge THE BARKING LOT and its officers, employees, volunteers and agents from any and all responsibility associated with any injury, regardless of severity, sustained or developed by my dog(s) during attendance at THE BARKING LOT daycare.
2. I understand that having my dog(s) in the company and environment of other dogs may involve risks regarding the contraction of illnesses. I understand that even regular vaccinations cannot completely guard against illness and disease, and that THE BARKING LOT cannot in any way prevent nor are they responsible for any illness that my dog(s) may contract. I accept these risks and agree to release and discharge THE BARKING LOT and its officers, employees, volunteers and agents from any and all responsibility associated with any illness or disease contracted by my dog(s) during attendance at THE BARKING LOT daycare.
3. I agree to release and discharge THE BARKING LOT and its officers, employees, volunteers and agents from and against any and all liability, claims, demands, causes of action, loss, damage or injury to persons or property, including death and serious injury, that may be alleged to have resulted to myself, my guest(s) or my dog(s) while on THE BARKING LOT premises, whether such loss, damage or injury be caused or alleged to be caused by the negligence of THE BARKING LOT or any of the parties aforementioned, or by the negligence of any other person, or any other cause or causes.
4. I further agree to release and discharge THE BARKING LOT and its officers, employees, volunteers and agents for loss of my dog(s) by disappearance, theft, death or otherwise, and from any claim for damage or injury to my dog(s), whether such loss, disappearance, theft, damage or injury be caused or alleged to be caused by the negligence of THE BARKING LOT or any of the parties aforementioned, or by the negligence of any other person, or any other cause or causes.
5. I agree to defend, indemnify, and hold harmless THE BARKING LOT and its officers, employees, volunteers and agents from any and all liability, claims, demands, causes of action, losses, expenses (including legal fees and costs),



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damage or injury to persons or property, including death and serious injury which may be alleged to have been caused directly or indirectly by myself, my guest(s) or my dog(s) while on THE BARKING LOT premises.

6. I understand that I am solely responsible for any and all medical expenses and damages resulting from injuries caused or incurred by my dog.
7. I have disclosed to THE BARKING LOT all known dangers associated with my dog.
8. I understand that under no circumstances will THE BARKING LOT be liable for consequential damages, howsoever arising.
9. I authorize THE BARKING LOT to seek medical treatment for my dog(s) should a medical problem develop while my dog(s) are in the care of THE BARKING LOT, and I release and discharge THE BARKING LOT and its officers, employees, volunteers and agents from any and all liability associated with such medical treatment. I further agree to assume all financial responsibility for any and all expenses incurred by such treatment.
10. I hereby warrant to THE BARKING LOT that I am the legal owner of my dog(s); that my dog(s) have not been exposed to distemper, rabies or parvo within the past thirty (30) days; that my dog has been inoculated as indicated by records presented; that my dog is currently and properly licensed pursuant to local and state laws; and that my dog is suitable to be in the care of THE BARKING LOT.

BY MY SIGNATURE BELOW, I DECLARE THAT I:

- (1) HAVE READ THIS AGREEMENT IN ITS ENTIRETY;
- (2) FULLY UNDERSTAND ALL OF THE TERMS CONTAINED IN THIS AGREEMENT (AND AGREE TO EXPLAIN SAME TO ATTENDING CHILDREN AND GUESTS);
- (3) AGREE AND ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT; AND
- (4) PROMISE TO COMPLY FULLY WITH THE RULES AND REGULATIONS OF THE BARKING LOT.

I UNDERSTAND THAT A VIOLATION OF THE RULES AND REGULATIONS MAY RESULT IN IMMEDIATE SUSPENSION OR TERMINATION OF DAYCARE SERVICES.

Owner's Signature: _____ Date: _____

Co-Owner's Signature: _____ Date: _____