

THE DOG SPOT

DAYCARE 🐾 BOARDING 🐾 GROOMING

EAST NASHVILLE
1004 GALLATIN AVENUE
NASHVILLE, TN 37206
PHONE 615.385.1800
info@thedogspot.com
www.thedogspot.com

NEW MEMBER APPLICATION

PARENT INFO

Name(s): _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell: _____

Email: _____

How did you hear about us? Value Vet / 5 Points Animal Hospital / Graffiti / Yelp / Native East Nashvillian / Drove By / Internet / Customer: _____ / Other _____

PET INFO

ALL DOGS MUST BE SPAYED OR NEUTERED.

DOG #1: Name: _____ Breed: _____

Color: _____ Weight: _____ Birth Date or Year: _____ Gender: M/F Neutered / Spayed

Please list anyone other than yourself that may pick up:

Has your dog been in a daycare/ boarding environment before? Y / N

Has your dog bitten another dog or person? Y / N

If yes, please describe situation: _____

Please describe his/her temperament (excited, playful, shy, dominant, etc.); include how he/she gets along with other dogs, if he/she tends to guard toys, food, or water, if he/she jumps or digs, etc.

DOG #2: Name: _____ Breed: _____

Color: _____ Weight: _____ Birth Date or Year: _____ Gender: M/F Neutered / Spayed

Has your dog been in a daycare/ boarding environment before? Y / N

Has your dog bitten another dog or person? Y / N

If yes, please describe situation: _____

Please describe his/her temperament (excited, playful, shy, dominant, etc.); include how he/she gets along with other dogs, if he/she tends to guard toys, food, or water, if he/she jumps or digs, etc. _____

Boarding Dates: _____

HEALTH & TEMPERAMENT CERTIFICATION

I, _____, hereby certify that my pet(s) _____ is/are in good health and has/have not had any communicable diseases in the last 60 days. I further certify that my pet has not harmed or shown aggressive or threatening behavior towards any person or other pet.

Date _____ Signature _____

EMERGENCY CONTACT

Name: _____ Number: _____

VETERINARIAN INFO

Clinic Name: _____ Number: _____ Doctor: _____

Overall Health

1. Has your dog(s) had any communicable diseases or conditions in the past 60-90 days?

2. Please list any disabilities, allergies, or restrictions of which we need to be aware:

3. Is your dog currently on any medications including shots? Y / N If so, please list:

4. Please list flea/tick and heartworm preventatives you are using:

MEDICAL EMERGENCY

I understand that in the event of a medical emergency The Dog Spot will attempt to contact me and my emergency contact(s) as listed on the new member application; however, if no one listed can be reached, The Dog Spot, at its sole discretion, will obtain medical treatment at the closest available veterinary facility. I further agree that I am financially responsible for any medical treatment my pet(s) receive(s) as a result of a medical emergency while at The Dog Spot.

I authorize The Dog Spot to do the following as indicated by my initials:

- _____ A) Do ANYTHING needed for my pet's health as deemed necessary by the examining veterinarian, REGARDLESS of cost.
- _____ B) Do anything needed for my pet's health as deemed necessary by the examining veterinarian, but with a cost not to exceed \$_____.
- _____ C) Please keep my pet as comfortable as possible, but do not give any extra veterinary care until I am contacted.

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THE DOG SPOT NEW MEMBER AGREEMENTS

This agreement (the "Agreement") is made between The Dog Spot (hereinafter called "TDS") and the pet owner, whose signature appears below (the "Owner"), which both parties agree to follow:

PAYMENT FOR SERVICES:

1. Owner will pay, at the established rates of TDS, all costs and charges for all boarding, daycare, grooming, veterinary, and other services and goods provided for the pet by TDS. All costs and charges due from Owner to TDS will be paid in full at the end of each visit. TDS will have the right to refuse the release of the pet to Owner until all outstanding costs and charges have been paid in full.
2. If Owner fails to pick up the pet on its scheduled checkout date, or the pet is not released to Owner because of Owner's failure to pay all cost and charges owed to TDS, TDS may, at its discretion, continue to provide the pet any or all of the services contemplated by this agreement and Owner will be obligated for the payment of those cost and charges at the then-current rates of TDS.
3. Owner will pay a fee of \$25.00 for any returned or dishonored check issued to TDS.

4. RATES MAY INCREASE OVER THE FOLLOWING TIMES:

SPRING BREAK - Boarding Overnight: March 14th - March 31st
MEMORIAL DAY - Boarding Overnight: May 30th - June 2nd
INDEPENDENCE DAY - Boarding Overnight: July 2nd - July 7th
LABOR DAY - Boarding Overnight: August 29th - September 2nd
THANKSGIVING - Boarding Overnight: November 26th - December 1st
CHRISTMAS - Boarding Overnight: December 19th - January 2nd

PET HEALTH SERVICES

1. If at any time TDS determines that it is necessary to engage the services of a veterinarian, administer medication, or give other treatment or necessary attention to the pet, TDS may do so and Owner will pay all costs and expenses incurred for such veterinarian services, medication, or other necessary attention provided to the pet. Such payment will be made immediately upon the request of TDS, but in any event not later than the end of the pet's visit. Owners also authorize TDS to immediately charge any credit card belonging to Owner on file with TDS for any charges for veterinary services, medicine, treatment or other necessary attention provided to the pet during its visit.
2. If TDS determines that the pet was brought to the facility infested with fleas or ticks, TDS may provide to the pet any medication, bath or other necessary treatment and Owner will pay all cost and expenses for such medication, bath or treatment.

ABANDONED PETS

If the Owner fails to pick up the pet within five (5) days of its scheduled checkout date, or TDS has not released the pet to Owner within five (5) days of its scheduled check out date due to non-payment, TDS may, at its discretion, send to Owner a written notice stating that if Owner fails to pay all outstanding costs and charges owed to TDS and pick up the pet from TDS within ten (10) days of the date of such notice, the pet will be deemed to be an "Abandoned Pet." The notice to Owner will be sent by regular United States Mail to the most current address of Owner on file with TDS. TDS may, at its discretion, place any Abandoned Pet with any humane society, animal shelter or animal rescue group, or permit any person selected by TDS, in its sole discretion, to adopt the Abandoned Pet. Owner will have no further ownership right or other claim with the respect to any Abandoned Pet and hereby releases TDS, its members, managers, shareholders, directors, officers, employees, customers, guests, invitees, agents and contractors, and all other persons or entities (including any agency, shelter or person receiving ownership or possession of the Abandoned Pet) from any claims, loss or liability regarding the Abandoned Pet or TDS's care, treatment or disposition of the Abandoned Pet.

Owner Signature _____

4. Owner hereby waives any statutory right to notice or other rights of Owner regarding any Abandoned Pet provided under applicable law. Notwithstanding the foregoing, TDS may, at its discretion, exercise any rights and remedies regarding any Abandoned Pet provided under applicable law in addition to or in lieu of its rights and remedies under this Agreement.

5. No actions of TDS regarding any Abandoned Pet will relieve Owner of any liability for any outstanding cost or charges owed to TDS regarding the abandoned pet.

OWNER'S WARRANTIES AND REPRESENTATIONS. Owner warrants and represents to TDS that:

1. Owner is the sole owner of the pet, free and clear of any claim, lien or encumbrance, and has full power and authority to enter into this Agreement.
2. All information provided by Owner regarding the pet is accurate and complete and Owner has fully disclosed to TDS any pre-existing illness, injuries or behavioral problems or conditions regarding the pet.
3. The pet has not been exposed to rabies, distemper or any other contagious disease within the sixty (60) days prior to any stay at TDS.
4. Each of Owner's warranties and representations will be true and correct during all present and future visits by the pet.

LIABILITY OF TDS

1. TDS will at all times exercise reasonable care for the pet while at TDS.
2. Owner hereby releases TDS, its members, managers, shareholders, directors, officers, employees, customers, guests, invitees, agents, contractors, landlords and tenants from all claims, costs, expenses, suits and causes of actions, including attorneys' fees and court costs, related to any illness, injury, loss or death regarding the pet, except those caused solely by gross negligence or willful misconduct of TDS.
3. In no event will any liability of TDS to Owner exceed the lesser of: (i) the current chattel value of a pet of the same species and breed; or (ii) \$400.00.
4. TDS will not be liable for any damage to or loss of any personal items left by Owner with TDS.

LIABILITY OF OWNER; INDEMNIFICATION

1. Owner will be solely responsible for the behavior and actions of the pet while at TDS.
2. Owner will indemnify, hold harmless and, if requested by TDS, defend TDS and its members, managers, shareholders, directors, officers, employees, customers, guest, invitees, landlords and tenants from and against all claims, cost, expenses, suits and causes of action, including attorneys' fees and court cost, arising from or related to: (i) the behavior and actions of the pet while at TDS; (ii) any injuries to the pet, any other pets or any person, or damage to TDS or other property, caused in whole or in part by the pet; (iii) any breach by the Owner of any term or condition of this agreement; and (iv) the falsity of any warranty or representation made by Owner to TDS.
3. Owner's obligations hereunder to indemnify, hold harmless and defend will survive any termination or expiration of this Agreement.

PHOTOGRAPHIC AND VIDEO RELEASE

1. TDS, its agents, licensees and news agencies may from time to time photograph, videotape or record images of the pet in connection with the business of TDS and all such images will be sole and exclusive property of TDS or such other parties.
2. TDS, its agents, licensees and news agencies may publish, copyright or use any images or recording of the pet (including, without limitation, publishing the images or recording on any website), identify or use the name of the pet and alter any image or recording of the pet including, without limitation, for commercial purpose, without an consent or approval of, or compensation to, Owner.
3. Owner releases and discharges TDS and its members, managers, shareholders, directors, officers, employees, customer, guests, invitees, agents, contractor, licensees and news agencies from all claims, suits and liabilities related to the creation, publication and use of any image or recordings of the pet, including, without limitation, any claims, suits and liabilities for libel or invasion of privacy.

Owner Signature _____

MISCELLANEOUS

- 1. This agreement contains the entire agreement between both parties.
- 2. All terms and conditions of this agreement will bind and benefit TDS, Owner, any other owner of the pet, and the heirs, administrators, personal representatives, successors and assigns of each of them.
- 3. This agreement supersedes any prior agreements between the parties regarding the subject matter of this agreement
- 4. If any provision of this agreement is held to be invalid or unenforceable, the balance of this agreement will continue in full force and effect, to the fullest extent permitted by law or equity.
- 5. This agreement will be governed by the laws of the State of Tennessee, without any reference to principles of conflicts of laws.

ARBITRATION

- 1. Any claim or dispute between Owner and TDS regarding this agreement or its subject matter which has not been resolved through negotiation between the parties will be settled and determined through arbitration in accordance with the Rules of Commercial Arbitration of the American Arbitration Association.
- 2. Any arbitration conducted pursuant to the agreement will be conducted by a single arbitrator to be agreed upon by the parties, or if the parties cannot agree upon a single arbitrator, each party will select an arbitrator who will then select a single arbitrator who will conduct the arbitration.
- 3. Any arbitration conducted pursuant to this agreement shall be conducted in Nashville , Tennessee unless prohibited by applicable law
- 4. The written decision of the arbitrator will be binding, final and conclusive on the parties and will be the exclusive final remedy of the parties under the agreement. The arbitrator will determine the cost and fees of the prevailing party, including reasonable attorney's fees, and such cost and fees will be included in the arbitration award. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Dated: _____, 2014 _____

Owner Signature

TDS Representative Signature

Owner Name

TDS Representative Name (Please Print)

(Please Print)

Name of Pet(s): _____

I understand that before my dog enters the TDS building, I must provide written confirmation from my vet that my dog is current on all core vaccines (Rabies, DHLPP and Bordetella), and that my dog is spayed/neutered.

Owners initials: _____