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**Customer Agreement**

 This Customer Agreement (hereinafter “Agreement”) is between **Jax Dog Drop Newport Hills, LLC,** hereinafter referred to as “Jax”, and the owner of the dog (print full name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter “the Owner”), who is the legal owner of (print dog’s name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter “the Dog”). By signing this Agreement Owner represents and warrants they are fully authorized to enter into this agreement and are fully responsible for the actions of the Dog, as described herein, and understand the inherent risks of leaving the Dog with caretakers and other dogs at Jax.

The Owner agrees to and/or takes responsibility for the following:

1. **Payment and Services.** Jax provides two core services: Daycare, and Boarding. Day Care services are for a single day stay, not including overnight. Boarding services consist of a 24 hour stay with check-in at noon and check-out at noon the following day.

The Owner agrees to pay for the services requested on the day the services are provided. If you are dropping your dog off for Boarding services, payment is due on the day you drop the Dog off. Prices for services are detailed on the brochure kept at the store front. Jax has the right to change its prices at any time without notice and seasonal rates may apply. Jax charges $25.00 for a late pick-up fee and has the right to charge reasonable fees to the Owner for failure to show up to scheduled appointments or being more than 15 minutes late. The price of these fees may be changed without notice. The Owner will be charged $25.00 fee for all NSF checks or other non-funded payments.

1. **Indemnification.** The Dog will be interacting with other dogs and during its stay the Dog may be scratched, cut, bruised, injured, ill, sore, and/or soiled. Owner will not hold Jax, its employees or other agents, responsible for any of these conditions and will not take civil actions against Jax, its employees, or other agents for the losses, damages, and/or expenses arising out of any of these conditions. Owner hereby agrees to protect and indemnify Jax from any and all claims, liabilities, costs and expenses, including court costs and attorney fees, arising out of any harm or injury caused by other dogs to the Dog.

Further, the Dog may injure another dog or person and/or damage personal property of Jax, its employees, its customers, or their agents during the Dog’s stay and the Owner hereby agrees to protect and indemnify Jax from any and all claims, liabilities, costs and expenses, including court costs and attorney fees, arising out of any harm or injury caused by the Dog to another dog or person and/or personal property owned by Jax its agents or assigns.

The Dog is required to be free of any illnesses, communicable diseases, infestations or parasites to stay at Jax’s facilities and if the Dog is given to Jax with any ailments whatsoever Owner will be held solely responsible for any loss, damage or spread of disease or illness to another dog or person. Owner hereby agrees to protect and indemnify Jax from any and all claims, liabilities, costs and expenses, including court costs and attorney fees, arising out of any spread of illness or disease.

The Owner understands that accidents may occur while the Dog is being groomed, bathed or trained. Our handlers and trainers are highly qualified but are working with sometimes unpredictable customers and nicks, scratches, lacerations, quicking of nails, bruising, injured bones/joints, or other conditions may occur during grooming, bathing, or training. The Owner hereby agrees to protect and indemnify Jax from any and all claims, liabilities, costs and expenses, including court costs and attorney fees, arising out of any harm or injury caused to the Dog during grooming, bathing or training.

1. **Vaccinations and Medications.** The Dog must be current on all required vaccinations, flea, and tick medications (including distemper, parvo, rabies and bordetella). Fecal exams that are negative for parasites, are required every 12 months, and preventative flea & tick medication needs to be regularly given to the Dog per the medication’s dosage directions for the Dog to continue to stay at Jax. The Owner is responsible for keeping the Dog current on all its vaccinations, medications, and/or other medical treatments and will be fully responsible for any losses, damages, and/or expenses incurred by the Dog, Jax, its employees, or other customers if the Owner fails to do so. Owner further agrees to provide Jax with annual updates of the Dog’s vaccination records.
2. **Treatment and Veterinary Care.** If the Dog becomes injured, ill, or in any other way needs medical attention the Owner gives Jax sole discretion to engage the services of a veterinarian or give any other treatment to the Dog at the expense of the Owner. The Owner agrees to pay for all treatments, procedures, medications, and/or transportation costs administered by Jax, veterinarians, or any other agent that is deemed necessary by Jax or its employees.
3. **Late Pick-Up and Abandonment.** If the Dog is not picked up by the scheduled checkout date and time the Owner will be charged the posted boarding and feeding fees, plus an additional $25 fee per day. Jax will make its best effort to contact the Owner but if there is no contact with the Owner after 15 days from the scheduled pick up day, pursuant to RCW 16.54.010, the Dog will be considered abandoned and Jax will take actions prescribed by RCW 16.54.020. The Owner understands that Dog Abandonment is a crime in some jurisdictions and Jax will fully cooperate with the authorities and governing laws.
4. **Liability of Jax.** Jax’s liability, in no event, shall exceed the lesser of the current value of a dog of the same breed as the Dog, or $250. Jax is not liable for any personal items that are brought with the Dog and will not pay for any personal items that are damaged or lost.
5. **Marketing and Advertising.** The Owner gives Jax permission to take photographs, video, reproduce the likeness, or record the sounds of the Dog for marketing or any other business purposes without payment to the Owner and all use of these materials are fully owned by Jax.
6. **Right to Refuse Service.** Jax has the right to refuse service to any person or dog, including existing customers. The Owner gives Jax, at their discretion, the right to muzzle, crate, restrain, or isolate the Dog as needed to calm the Dog and/or keep the staff or other dogs safe, if necessary.
7. **Training.** The long-term success of Jax’s dog training programs are highly dependent on the Owner’s commitment to reinforcing the commands and behaviors at home as taught in the training program. Dog training is a life long process that requires both the Owner’s and the Dog’s participation. Every dog is different and require different amounts of training to achieve the Owners desired behavior, up to the abilities of the Dog.
8. **Accurate Information.** The Owner certifies that all information they give to Jax is correct and accurate to the best of their knowledge. Falsifying any information to Jax may lead to improper treatment or care of the Dog and/or endanger the safety of Jax, its employees or other dogs, and the Owner will be held fully liable for any losses, damages, and/or expenses incurred due to incorrect information.
9. **Disputes.** Any and all disputes or claims arising out of, or relating to, this agreement, or breach thereof, or alleged negligence by any party to this agreement, shall be settled by an arbitrator in accordance with the rules of the American Arbitration Association. The Arbitrator shall, as the part of the award, require the losing party to pay for the cost of legal fees and reasonable attorney’s fees to the prevailing party. Arbitration will be held in the State of Washington and will be bound by their laws.
10. **Duration of Agreement.** This agreement shall be in effect during any and all current or future visits to Jax and supersedes any and all previous verbal or written agreements entered into by either party. Any changes to this agreement must be in writing and agreed to by both parties.

I, the Owner, certify that I have read this agreement in its entirety and understand the policies and procedures detailed above. As the legal owner of the Dog, I, the Owner, take 100% responsibility and liability for the actions of the Dog and enter into this agreement freely.

Owner’s Printed Name: ­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

­­­­­­­­­Owner’s Signature: ­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_