



THE BARKWOOD INN

Client Information

How did you hear about us? \_\_\_\_\_

Owner's Name \_\_\_\_\_ Home # \_\_\_\_\_ Cell # \_\_\_\_\_

Work # \_\_\_\_\_ Email \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_ Emergency # \_\_\_\_\_

Others authorized to pick up your Pet. Name: \_\_\_\_\_ Tel#: \_\_\_\_\_

Client Agreement

This is an agreement between The Barkwood Inn and the Pet Owner (hereinafter called "Owner") whose name and signature appears below. The following are the terms of service for the stay of the Owner's Pet as a Guest of The Barkwood Inn. Thank you for your time and cooperation.

Accuracy: By execution of this Agreement and leaving the Pet with The Barkwood Inn, the Owner certifies that all information provided to The Barkwood Inn, either written or oral, is accurate. The Owner represents that they are the sole Owner of the Pet, free and clear of all liens and encumbrances.

Compliance: The Owner has read and agrees to the published Policies of The Barkwood Inn, which may be revised from time to time, with or without notice. In the event of a discrepancy, this Agreement shall supersede the contents of the Policies.

Disclosure: The Owner agrees to disclose to The Barkwood Inn all known medical conditions and/or behavior problems. The Owner specifically represents to The Barkwood Inn that the Pet is healthy, meets The Barkwood Inn's published vaccination requirements and has not been exposed to any known communicable illnesses within thirty days prior to check in. The Owner represents that each time the Pet is brought to The Barkwood Inn, the Owner is re-certifying the Pet is in good health and has not had any communicable illness of any kind thirty days prior to check-in. The Owner further agrees to inform The Barkwood Inn of any changes in the Pet's condition and/or behavior prior to subsequent check ins. In addition, the Owner agrees that if any fleas or ticks are discovered on the Pet during check in or any time during the Pet's stay, The Barkwood Inn will administer a flea bath at the Owner's expense. The Barkwood Inn reserves the right to refuse service to any Pet for any reason, at any time, including, but not limited to: Pets lacking proof of vaccinations, Pets displaying signs of potentially contagious conditions and/or Pets exhibiting aggressive behavior. I understand that my Pet must be spayed or neutered prior to attending Daycamp or Playgroup (if 6 months of age or older). I understand that my Pet must be picked up by closing time. If my Pet is not picked up by closing time, he/she will be checked in as an Overnight Guest, and an additional overnight rate per night will apply. I understand that all pre-paid Daycamp/Playgroup packages discounts are final with no refunds issued for unused portions.

Medical Attention: In the event of an emergency, The Barkwood Inn will attempt to contact the Owner, the Pet's personal veterinarian as well as the emergency contact provided by the Owner. However, such an emergency may not provide the time to do so prior to the administration of care. The Owner authorizes The Barkwood Inn to obtain medical attention for the Pet from any licensed veterinarian and to transport the Pet to and from that veterinarian when The Barkwood Inn deems such medical care to be important to the Pet's health. The Owner grants The Barkwood Inn or its employees or agent's full power of decision making involving the medical treatment of the Pet and agrees to pay all costs incurred. This applies to any claims for injuries or damages related to such medical care or transport.

Payment: The Owner agrees to pay the applicable service rates in effect on the date the Pet is checked into The Barkwood Inn, and to pay for any additional services requested. The Owner agrees to pay replacement costs for any and all damages to the facilities caused by their Pet. The Owner agrees that the Pet shall not leave the facility until all such charges due are paid by the Owner. The Barkwood Inn shall have, and is hereby granted a lien on the Pet for any and all unpaid charges. The Barkwood Inn may exercise its Lien rights within ten days after written notice has been given to the Owner via certified mail.

**Abandonment:** If the Owner's Pet is not picked up within 14 calendar days after the date the Pet is scheduled for pick-up, the Owner understands that the Pet shall be deemed to be abandoned and The Barkwood Inn has the right to place the Pet with a new owner as provided for under Massachusetts statutes. The Owner understands that Pet abandonment may be a criminal or civil violation of the statutes of the State of Massachusetts. The Owner shall remain liable for all fees due and, in addition, agrees to pay any and all costs in the prosecution of these statutes. The Owner is to be notified of such action by certified mail as specified in said statute, and no further notice shall be deemed necessary.

**Liability:** The Barkwood Inn agrees to exercise reasonable care for the Pet. The Owner releases The Barkwood Inn from any claims made against The Barkwood Inn, employees, members and agents for any injury or illness of the Pet. The Owner agrees that the Owner shall be solely responsible for any and all acts and behavior of the Owner's Pet while in the care of The Barkwood Inn including payments and costs for injury to staff or other animals or damages to facilities caused by their Pet. Further, the Owner indemnifies The Barkwood Inn as a result of the Owner's failure to inform The Barkwood Inn of any pre-existing condition the Pet may have or damage which was otherwise caused by the Pet. If the Pet is transported to or from The Barkwood Inn by its staff, the Owner holds The Barkwood Inn harmless in the event of injury or accident during transportation. It is agreed by the Owner and The Barkwood Inn that The Barkwood Inn's liability shall in no event exceed the lesser of the current chattel value of the Pet of the same breed or the sum of \$200 per Pet.

**Assumption of Risks:** The Owner understands that The Barkwood Inn utilizes Playgroups where Pets interact and co-mingle. Squirter water bottles and citronella sprays may be used for correction. The Owner agrees that the Pet may be removed from a Playgroup at The Barkwood Inn's discretion and may not be permitted to interact further with the other Pets during current or subsequent stays. The Owner understands that when Pets play in groups that nicks and scratches may occur. The staff may or may not notify the Owner immediately if the Pet sustains such nicks or scratches. Further, the Owner acknowledges and is aware that the employees of The Barkwood Inn are not veterinarians and do not have backgrounds in animal medicine and are not expected to diagnose or detect illnesses in the Pets that are staying at The Barkwood Inn. In addition, the Owner acknowledges and is aware that vaccines do not protect against all communicable illnesses that may afflict a Pet. The Owner acknowledges and agrees that they are assuming all risks of illness, disease, harm or otherwise, to their Pet by allowing their Pet to stay at The Barkwood Inn.

**Multiple Pet Family Members:** If the Owner requests to board the Pet with other family Pet members together in the same suite, the Owner acknowledges and understands that actions of Pets may be unpredictable and such an arrangement may significantly increase the chance of injury, aggression and altercations regardless of the amount of supervision. In such cases, the Owner understands that the Pets must be separated and any applicable multiple family discounts may no longer apply. The Owner hereby holds The Barkwood Inn harmless from any such claim or action as a result.

**Grooming Services:** The Owner understands that it is possible for Pets to become ill despite being vaccinated. This is not due to any circumstances or conditions in the Grooming Salon. The Owners agree not to hold The Barkwood Inn liable in the event their Pet becomes ill during or after their Pet's appointment. The Barkwood Inn is not responsible for any allergic reactions resulting from the manufacturer's recommended usage of any products. A Pet may experience an allergic reaction to grooming products at any time, as flea and tick products are associated with a higher incidence of reactions. The Owner should consult their veterinarian prior to having their Pet treated if there is any question concerning their Pet's sensitivity to such treatments. The Barkwood Inn is not responsible for any pre-existing medical conditions or the aggravation of those conditions; such as, but not limited to, heart disease, arthritis, obesity, infections, or any other medical problem that may be affected by the grooming process. The health and safety of each Pet is The Barkwood Inn's number one concern. If The Barkwood Inn feels the safety or well-being of the Owner's Pet and/or a Grooming Associate is in jeopardy, a muzzle may be used or services refused or discontinued.

**Entire Understanding:** This Agreement contains the entire agreement between the parties. All terms and conditions of this Agreement shall be binding on the heirs, administrators, personal representatives and assignees of the Owner and The Barkwood Inn. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or as a result of any claim or controversy involving the alleged negligence by any party to the Agreement, shall be settled 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 the award, determine an award to the prevailing Party of the cost of such arbitration and reasonable attorney's fees of the prevailing party. The arbitrator shall apply Massachusetts law to the merits of any dispute or claim, without reference to conflicts of laws and rules. The Parties hereby consent to the personal jurisdiction for the state and federal courts located in Massachusetts and agree that such courts shall have the sole and exclusive jurisdiction for any action or proceeding arising from or relating to this Agreement or relating to any arbitration in which the Parties are participants. The Parties have read and understand this clause, which discusses arbitration. The Parties understand that by signing this Agreement that they will submit any claims arising out of, relating to or in connection with this Agreement or the interpretation, validity, construction, performance, breach, or termination thereof, to binding arbitrations and that this arbitration clause constitutes a waiver of the Party's right to a jury trial and relates to the resolution of all disputes relating to all aspects for the relationship between the Parties.

The Barkwood Inn Representative's Printed Name: \_\_\_\_\_

The Barkwood Inn Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner's Printed Name: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_