

5TH AVENUE FIDO
OWNER AGREEMENT

For and in consideration of my dog(s) participation in the daycare, overnight boarding, grooming, training and/or other services offered by 5th Avenue Fido (hereafter sometimes referred to as "Kennel"), I agree to the costs, policies and procedures established by 5th Avenue Fido, and all of the terms and conditions set forth below.

1. **Condition of Dog(s).** I, _____, certify that my dog(s)

- a. Is/are in good health free of ticks and fleas;
- b. Is/are current on all vaccinations including Distemper/Parvo, Rabies, and Bordetella (Kennel Cough);
- c. Has/ have not harmed or shown aggressive behavior toward any person or any other dog; and
- d. Has/ have been neutered or spayed if they are over 7 months of age; or my dog(s) is/are under the age of 7 months and has/ have not been neutered or spayed, but I will have it/ them neutered or spayed before reaching the age of 7 months.

2. **Payment for Services.** I understand and agree that payment for all dog daycare, boarding, grooming, training and/or other services are due upon pick up of my dog(s). All charges are non-refundable.

3. **Admittance or Dismissal of Dog(s).** I understand that Kennel may, in its sole discretion, refuse to admit or may dismiss any dog that is exhibiting poor health, is aggressive or dangerous to persons or other dogs, causes property damage, is disruptive to the Kennel's operations, or has medical conditions or exhibits behavior that the Kennel determines, in its sole discretion, is not in the best interest of the dog to be present.

4. **Owner's Responsibility.** I understand and agree that I am solely responsible for any property damage or injury to persons or other dogs that my dog may cause while at the Kennel. Further, I agree to indemnify, defend, and hold Kennel harmless from and against any and all losses, liabilities, damages, claims and expenses, including but not limited to attorneys fees and other cost of defense, arising from or related to any breach of the representations, covenants, or duties contained in this Agreement or otherwise arising out of any damage or injury caused by my dog while at Kennel.

5. **Kennel Environment.** Due to the inherent unpredictable nature of dogs and other factors beyond the control of Kennel, I understand that the Kennel cannot guarantee the absolute safety of my dog(s) despite exercising reasonable care to keep it/them safe and happy. In this regard, I specifically recognize that, despite

the Kennel's vaccination and admission policies, because of the presence and exposure to other dogs, my dog(s) may still contract a communicable illness including, but not limited to, Bordetella virus ("Kennel Cough") and canine influenza. I also understand and accept that it is possible that my dog(s) may receive minor cuts, scratches, abrasions, or other injuries while at play or otherwise participating in the activities at the Kennel.

6. **Release of Kennel.** I hereby release 5th Avenue Fido, Zyhart, LLC, and their owners, employees, agents, and volunteers from any and all liability for any injury or illness suffered by my dog(s) while present at Kennel or in Kennel's care, and/or any damage to any personal equipment or belongings that I may take to or leave at the Kennel. Further, I agree not to file any lawsuits or initiate any claims against the aforesaid entities and individuals with respect to such matters.
7. **Release for Treatment.** I understand that the Kennel staff are not veterinarians or registered veterinary technicians. I agree that if my dog(s) is/are injured it/they may be treated as deemed best by the staff and volunteers at the Kennel, in their sole discretion. I specifically give my permission to have my dog(s) treated by a veterinarian if the Kennel staff feels that there a life- threatening illness or injury, and I agree to assume full financial responsibility for any and all costs or expenses resulting therefrom.
8. **Use of Photos, Videos, and Audios.** I agree to allow 5th Avenue Fido to photograph, videotape, or audio record my dog(s), and to use any photographs, videos, or audio recordings taken of my dog(s) while at 5th Avenue Fido for advertising purposes.
9. **Abandonment of Dog(s).** I understand that the Pennsylvania law provides the following:
 - a. It is unlawful for any person to abandon or attempted to abandon any dog within the Commonwealth of Pennsylvania. Anyone convicted of doing so shall pay a fine of not less than \$300, and not more than \$1000, plus costs. (3 P.S. § 459-601 (c) (1).
 - b. Any dog which shall be abandoned by its Owner or the Owner's representative for more than 10 days after written notice as provided by law may turned over to the custody of the nearest humane society, or association for the prevention of cruelty to animals, or dog pound in the area. After 48 hours, such custodian may place the animal for adoption or humanely dispose of the same. The Owner shall be liable for room and board charges for the dog during the abandonment. (3 P.S. § 459-601 (c)(2).
10. **Enforcement of Agreement.** I agree to pay the late fees established by Kennel, and any and all attorneys fees or other costs incurred by the Kennel for the recovery of unpaid fees and costs or other wise arising out of this Agreement.

11. **Entire Agreement.** This Agreement represents the entire Agreement between the parties. It may not be modified or terminated without an express written Agreement between the Owner and Kennel.
12. **Binding Effect.** All of the terms and conditions herein shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the Owner and Kennel.
13. **Severability.** I agree that if any portion of this Agreement is deemed to be invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.
14. **Continued Validity of Agreement.** This Agreement shall be in full force from the time that I sign it, and shall apply to each dog of mine, and for all visits hereafter to 5th Avenue Fido without the need for me to resign this Agreement.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND AGREE TO ALL OF THE TERMS SET FORTH HEREIN AS WELL AS ALL THE POSTED PRICING, RULES, AND REGULATIONS OF KENNEL.

Owner's signature: _____

Date: _____

Printed name of Owner: _____