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**Terms and Conditions**

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SERVICES RENDERED BY RECURVE K9 LLC AND SALES CONTRACTS ENTERED INTO WITH RECURVE K9 LLC ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Prices: All prices published by Recurve K9 LLC (“RcK9”) or quoted by our representatives may be changed at any time without notice.
2. Terms of Payment:
3. Additional Services- payment expected on the day of service
4. Training, Daycare & Boarding Services- payment must be made in full on or prior to the first day on which such services commence.
5. Late Payment- If payment is not received within 7 days of receipt of an invoice or within 7 days following the last day of the week in which you have regularly scheduled services, you are subject to to a late fee equal to 3% of the total owed, and services will be suspended until payment is made in full.
6. Returned Checks- subject to an additional $40 charge.

 3. No Show, Cancellation and Unused Services Policies:

1. If you do not call and cancel your daycare reservation by your selected reservation time and/or your dog “no shows” you will be charged the full amount of your reservation cost.
2. Cancellation 8 or more days prior to any scheduled services may be made without penalty and requires no payment.
3. Cancellation of a scheduled service 2-7 days prior to service date, will result in a 25% charge of the full amount.
4. Cancellation 0-48 hours of a scheduled service will result in a 100% charge of the full amount of service.
5. If a service consisting of multiple sessions has been purchased ( a “package”) cancellation fees still apply or the cancelled session will be counted as one session- client’s choice.
6. ALL paid fees are nonrefundable.
7. Unused and/or expired daycare packages are forfeit.
8. All training packages must be used with 180 days from the date of purchase, or they will be forfeited.
9. No refunds for early pick up from boarding- boarding must be paid in full prior to or at drop off.

4. Limitation of Liability; Indemnification

1. Please see, read and sign the full RcK9 Release of Liability in order to become an RcK9 Client or have your pet participate in any of our services.
2. You will be responsible for all medical expenses and damages resulting from an injury to any RcK9 personnel caused by your pet.
3. You agree to indemnify, hold harmless and defend RcK9 in the event of a claim by any person injured by your pet. If your pet causes property damage, bites or otherwise injures any other person or animal that results in a claim of any kind against RcK9 or it’s personnel, whether during or after the term of services provided by RcK9, then you agree to pay all resulting losses and damages suffered or incurred and to defend and indemnify RcK9 and RcK9 personnel from any resulting claims, demands, lawsuits, losses, costs or expenses, including attorney fees. If your pet becomes ill or is injured in a fight or any other manner during or after the term of the services provided by RcK9, you assume said risk and agree that neither RcK9 or it’s personnel shall be held responsible for any resulting injuries, losses, damages, costs or expenses.

5. Scope of Training Services: Disclaimer of Warranty

1. In the event that RcK9 provides training or lessons for you and/or your pet, the goal is to teach you how to train and work with your pet and these lessons will take place at RcK9 (unless stated otherwise) . RcK9 will make every reasonable effort to help you achieve training and behavior modification goals but makes no guarantee of your pet’s performance or behavior as a result of providing such services. You understand that you and members of your household must follow RcK9’s instructions without modification, work with the pet daily as recommended and consistently reinforce training being given to your pet in order to achieve the desired results.
2. Without limiting the generality of the foregoing, you acknowledge that RcK9 has not represented, promised, guaranteed or warranted that your pet will never bite, that your pet will not be dangerous or vicious in the future, that your pet will not exhibit other behavioral problems or that the results of the training will last for any particular amount of time.

6. Emergency Care

 RcK9 will not seek any veterinary care, emergency or otherwise unless you have filled out the veterinary section of your client portal.

7. Miscellaneous

1. *“No Hiring” of RcK9 staff.* You agree that you shall not either during or within 12 months after you have utilized any of RcK9’s services, directly or indirectly solicit, recruit, hire or retain the services of any employee, contractor or agent of RcK9 without RcK9’s prior written consent.
2. *Future Engagements*: You hereby agree that the terms herein shall continue to apply to all future services provided to you by RcK9 and to any pets that you may acquire on or after the date hereof, unless explicitly revoked or replaced.
3. *Dangerous Pets*: RcK9, in its sole discretion may cease providing services at any time that RcK9 believes that a pet poses a danger to the safety or health of the RcK9 personnel, other pets or people. In the event that RcK9 terminates services in accordance with the foregoing sentence and you are unavailable to take possession of your pet, you hereby authorize RcK9 to place your pet in a kennel and all subsequent charges, including but not limited to transportation, kenneling, tranquilizing and treating your pet, are your responsibility. If RcK9 incurs any such expense you agree to be responsible for the prompt reimbursement of the same.
4. *Abandoned Pets:* In the event that you are unable to care for or reclaim your pet within 7 days after the end date of any scheduled services, you hereby authorize RcK9 to take possession of and make appropriate arrangements for the continued care of your pet, including but not limited to euthanasia as deemed necessary by a licensed veterinarian, or rehoming your pet to a suitable adopter with any adoption fees to be collected and retained by RcK9 to incur any losses resulting from the care of your pet by RcK9 or it’s personnel.
5. *Pet Photos:* Unless you otherwise provide written notice to us, you agree that photos of your pet may be used in RcK9’s marketing materials, website and social media.
6. *Pet Ownership:*  You must have the legal right to place your pet in the care of RcK9. Under no circumstances will RcK9 accept any responsibility for any “visiting“ animal that you do not own unless the true and legal owner enters into a separate agreement with RcK9.
7. *Vaccines:* By executing this agreement, you hereby represent that your pet is healthy and up to date on the following vaccines, parasite screenings and preventatives: **Rabies** every 1 to 3 years as recommended by a licensed veterinarian, **Bordetella** (aka “Kennel Cough”) to be given yearly, **Distemper** (DHP, DH2PP, DHPP, DHLP) to be given every 1 to 3 years as recommended by a licensed veterinarian, a **negative fecal** test every 6 months and a **negative Heartworm test** (Accuplex or 4dx Snap) and proof of monthly flea/tick and heartworm preventatives. You must provide RcK9 with a current vaccination history.
8. *Construction of Agreement:* This agreement is to be construed as a Massachusetts contract. An electronically acknowledged copy or a signed copy that has been faxed or sent via email shall have the same force and effect as the original.

Executed on this\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**By signing this agreement either electronically or in person, you state that you have read this agreement in its entirety and fully understand and accept it’s terms and conditions.**

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(client signature)

Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_