



DOG DAYCARE MEMBERSHIP AGREEMENT

This Membership Agreement ("Agreement") is made by and between The Dog Watchers, LLC ("Facility") and the undersigned ("Member"), effective as of the date of signature.

I. SERVICES

The Facility agrees to provide dog daycare services to Member's enrolled dog(s) in accordance with the selected membership package. Services may include group play, rest breaks, feeding (if provided by Member), and related care. The Facility may modify benefits, hours, or pricing with thirty (30) days' prior written notice.

II. ELIGIBILITY AND REQUIREMENTS

1. Health & Vaccinations: All dogs must be current on vaccinations, including rabies, distemper/parvo, and Bordetella. Proof of vaccination is required.
2. Behavioral Screening: All dogs must pass a temperament evaluation and may be re-evaluated at the Facility's discretion.
3. Parasites & Illness: Dogs must be free from fleas, ticks, and communicable diseases.
4. Refusal of Service: Facility reserves the right to deny or revoke membership if a dog poses a risk to staff, other dogs, or the public.

III. FEES AND PAYMENT

1. Membership fees are due in advance and are non-refundable.
2. Additional services (boarding, grooming, training, etc.) are billed separately.
3. Late or missed payments may result in suspension or termination of membership.
4. Returned payment fees shall be billed at the actual charge incurred by the Facility, plus any administrative costs, similar to provisions for insufficient funds in lease agreements.

IV. MEMBER RESPONSIBILITIES

1. Member shall provide accurate, updated information regarding their dog's health, behavior, and special needs.
2. Member agrees to disclose any history of aggression, illness, or special care requirements.
3. Member is financially responsible for damages or injuries caused by their dog, to property, other dogs, or persons.

V. ASSUMPTION OF RISK AND LIABILITY

1. Member acknowledges that dog daycare involves interaction with other dogs, carrying inherent risks including injury, illness, stress, or death.
2. Member voluntarily assumes all risks and releases Facility, its owners, staff, and affiliates from liability for injury, illness, escape, or death of their dog, except in cases of gross negligence or willful misconduct.
3. Member agrees to indemnify and hold Facility harmless from any claims, damages, attorney's fees, or costs arising from their dog's participation.

VI. VETERINARY CARE

1. Facility is authorized to seek veterinary care at its discretion in the event of illness or injury.
2. Member is responsible for all associated veterinary expenses.
3. Facility is not responsible for veterinary outcomes, delays, or failures of treatment.

VII. TERMINATION

1. Either party may terminate this Agreement with fourteen (14) days' written notice.
2. Facility may immediately terminate membership for non-payment, unsafe behavior, or breach of this Agreement.

VIII. INSURANCE

1. Facility maintains insurance covering its premises and operations.
2. Members are encouraged, but not required, to maintain pet insurance covering veterinary care, accidents, and liability.

IX. DEFAULTS AND REMEDIES

1. Failure to comply with this Agreement constitutes a default.
2. Facility may suspend services, terminate membership, or pursue legal remedies permitted by law.
3. All remedies are cumulative and not exclusive.

X. ENTRY, INSPECTION, AND REMOVAL

1. Facility reserves the right to immediately remove any dog from group play if behavior or health poses a risk.
2. Facility may inspect Member records and vaccination documents to confirm compliance.

XI. GOVERNING LAW AND DISPUTE RESOLUTION

1. This Agreement is governed by the laws of the State of West Virginia.
2. Any disputes not resolved through good-faith negotiation shall be settled by binding arbitration in Marion County, West Virginia.
3. Prevailing party shall be entitled to reasonable attorney's fees and costs.
4. Both parties waive any right to trial by jury for arbitrable claims.

XII. GENERAL PROVISIONS

1. Notices: Notices must be in writing and may be delivered by personal delivery, certified mail, email, or courier to the addresses on file.
2. Entire Agreement: This Agreement constitutes the entire understanding between the parties, superseding prior oral or written agreements.
3. Amendment: No amendment is valid unless in writing and signed by both parties.
4. Severability: If any provision is found invalid, the remainder shall remain enforceable.
5. Successors/Assigns: This Agreement binds and benefits the parties, their heirs, executors, administrators, and permitted successors.
6. Electronic Signatures: Signatures delivered electronically shall be valid as originals.

XIII. MEMBERSHIP SPECIFICS

1. Daycare Days/30 Calendar Days:
2. Early Drop-off:
3. Late Pick Up:
4. Total Cost: \$
5. Grooming, Boarding, & Add-ons Discount: %
6. Start Date:

☐ I, the undersigned, understand and agree to the facility [terms and conditions](#) and [Privacy Policy](#).

Member Name:

Dog(s) Name:

Member Signature:

Date:

Facility Representative:

Date: