

**Bark N Park  
124 Baker Rd.  
Green Oaks, IL 60044  
847-367-0364**

This is an agreement between The Dog Park LTD dba Bark n Park (“we”, “us” or “our”) and the pet owner whose signature appears below (“you” or “your”).

**Client Name:** \_\_\_\_\_ **Pet Name(s):** \_\_\_\_\_

**Ownership & Admittance:**

You specifically represent that you are the sole owner of the pet and have the rights necessary to enter into this agreement. By signing this agreement and leaving your pet with us, you certify that all information given about your pet is complete and accurate. We reserve the right to deny admittance to your pet for any reason at any time.

**Rates & Payment:**

You agree that the pet may not leave the facility until you have paid all charges due or payment arrangements are agreed upon by both parties. You agree to pay the rate for pet care provided in effect on the date pet is checked into our facility. Pickups after 10 am will be charged at an hourly rate, up to the full boarding rate for each day the pet is in our care following the scheduled pickup. You agree to pay all costs and charges for special services requested at our current rates at the time of service.

**Prepaid Packages:**

You acknowledge that prepaid daycare packages are nonrefundable.

**Peak Holiday Deposits & Cancellation:**

A deposit may be required for boarding reservations for peak holiday seasons at our discretion. Cancellations must be requested at least 4 weeks prior to the first day of the peak holiday period. If cancellation notice is less than the required time, the deposit will be forfeit. Cancellations prior to the required time will be kept as a credit but cannot be returned. Boarding reservations during peak holiday periods shortened by more than 4 nights will be considered a cancellation.

**Food & Medication:**

You agree that it is your responsibility to leave adequate supply of food and medications for your pet during the entire time your pet is in our care. Should the food/medication supply need replacement, you authorize us to provide your pet our in-house food the prevailing rate at the time or fees associated with acquiring new medication.

**Veterinarian Liability & Care:**

If your pet becomes ill or injured, or if the state of the animal's health otherwise requires professional attention, we may, in our sole discretion, engage the services of a veterinarian or administer medicine or give other requisite attention to the animal. You are responsible for any expenses we incur to render these services.

**Contagious Disease:**

You specifically represent that to your knowledge your pet has not been exposed to any contagious diseases within the thirty-day period prior to check-in. During the period of this agreement you also agree to notify us of any known exposure of your pet to a communicable disease and not bring your pet to our facility until your pet is symptom free for a minimum of three days or with written veterinary clearance. You further agree to maintain current vaccinations as required by our policies, and to provide proof of the same upon request in a form acceptable to us.

You acknowledge that even if your dog is vaccinated for bordetella (kennel cough) and/or canine influenza there is a chance that your dog can still contract these or other diseases. You agree not to hold us responsible for any costs arising from your dog(s) contracting any dog-dog transmitted ailments. You acknowledge that special-needs dogs, young puppies, and senior dogs naturally have a higher risk of injury, stress-related illnesses, weakened immune system, or exacerbation of any pre-existing or breed specific condition.

**Release of Liability:**

While we will use reasonable measures to ensure the safety and health of your pet during its stay, you recognize and accept that certain inherent risks are involved in staying at a kennel and/or participating in group play, including but not limited to injuries or transfer of communicable disease. You assume all risks of injury, illness, damages, or harm to your pet which arise during or result from your pet's stay our facility, and waive all claims against The Dog Park, LTD, and its owners, officers, and employees (the "Released Parties") related to the same. You agree to defend, indemnify, and hold harmless the Released Parties for any and all claims, losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by the Released Parties arising from the actions of you or your pet. IT IS EXPRESSLY AGREED THAT THE LIABILITY OF THE RELEASED PARTIES SHALL IN NO EVENT EXCEED \$400.00. IN NO EVENT WILL THE RELEASED PARTIES BE LIABLE FOR ANY LOST PROFITS OR CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR SPECIAL DAMAGES.

You further agrees to be solely responsible for any and all acts or behavior of your pet while it is in our care, including payment of costs for injury to staff or other animals or damage to the facilities caused by your pet.

**Photo Release:**

You agree to allow us to use your pet's name and any images or likeness of your pet taken while it is at our facility, in any form, for use at any time, in any media, marketing, advertising, illustration, trade or promotional materials without compensation.

**Abandoned Pets:**

If you do not pick up your pet within 30 days of the scheduled pick up date, we have the right to dispose of your pet in a manner we deem appropriate, in our sole discretion. You will be responsible for charges incurred prior to disposal of the pet.

**General:**

This agreement contains the entire agreement between the parties. This agreement shall be binding on the heirs, administrators, personal representatives and assigns of the the parties. This agreement is governed by the laws of the State of Illinois. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this 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. Arbitration will take place in Lake County, Illinois. The arbitrator shall, as part of the award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party.

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_