



totally woof

CHICHESTER • NASHUA

Totally Woof

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Totally Woof Contract 2025/2026

This Agreement is made between **Totally Woof** (hereinafter “TW” or “the Business”) and the dog’s owner (hereinafter “Owner”). In order to utilize the services provided by Totally Woof—which may include daycare, boarding, training, and grooming—the Owner must sign this Agreement, acknowledge the Policies and Procedures, complete the Daycare & Boarding Application Form, and sign the Waiver and Assumption of Liability (collectively, this “Agreement”). By signing below, the Owner agrees to be bound by the terms set forth herein.

1. Representations

- The Owner certifies that all information provided to TW is accurate.
- The Owner represents that he/she is the owner of the dog(s) listed in this Agreement and has full authority to enter into this Agreement.

2. Health and Temperament Evaluation

- If any dog exhibits signs of illness, behavioral issues, or any condition that could pose risk to other dogs or staff, TW reserves the right to immediately remove the dog(s) from group play.
- Reinstatement to any service is contingent upon the presentation of a valid, veterinarian-signed certificate confirming that the dog(s) is in good health.

3. Assumption of Risk

- The Owner understands and accepts that participation in daycare, boarding, training, and grooming involves inherent risks. Such risks may include, but are not limited to: dog scratches, bites, wounds, paw soreness, viruses, or transmission of diseases (just like a child experiences when attending school.)
- By signing this Agreement, Owner voluntarily assumes all risks associated with the services provided and agrees to be responsible for any medical expenses incurred for the dog(s) while in the care of TW.

4. Emergency Veterinary Care

- In the event that a dog becomes injured or ill while in the care of TW and Owner is unreachable, TW reserves the right to transport the dog(s) to a veterinarian for emergency care.
- Dogs requiring immediate treatment will be taken to their vet of record if available.
- The Owner is solely responsible for all veterinary expenses incurred.
- The Owner authorizes the attending veterinarian to provide any necessary treatment and agrees that TW is not liable for any delay or failure in obtaining veterinary attention.
- If it becomes necessary for us to transport your dog to an emergency veterinary facility, an additional transportation and service fee of \$25 per hour will be charged.

5. Liability for Damages

- TW is not responsible for the loss or damage of any personal items brought onto the premises for the dog(s).
- The Owner is responsible for any costs related to repairs or replacements due to damages caused by the dog(s) or by the Owner.
- The Owner is also liable for any injuries or damages that the dog(s) may cause to Totally Woof staff or other persons while under the care of the Business.

6. Indemnification

- The Owner agrees to indemnify, defend, and hold harmless TW, its officers, employees, agents, contractors, and affiliates from and against any and all claims, losses, liabilities, damages, costs, or expenses (including reasonable attorney fees) arising out of or in connection with, but not limited to:
 - The behavior or actions of the Owner's dog(s),
 - Any breach of this Agreement by the Owner, or
 - Any violation of applicable laws or regulations by the Owner.

7. Media Release

- The Owner grants TW permission to photograph, videotape, and/or record their dog(s).
- The Owner acknowledges such media may be used for training, promotional activities, advertising, social media, and other purposes.
- The Owner releases TW from any liability relating to the use of these images, videos, or recordings and understands that no compensation will be provided for such use.

8. Unclaimed or Abandoned Dog(s)

- The Owner understands that if a dog is not claimed in a timely manner, TW may exercise its rights under NH R.S.A. §§ 437:19 and 437:20 regarding liens, abandonment, and disposal of the dog(s).

9. Payment Terms

- Accepted forms of payment include credit cards, debit cards, checks, and cash.
- Returned checks will incur a fee of \$30 or higher.
- All prices for services are subject to change without prior notice.
- Package purchases are non-refundable.

10. Acknowledgements and Initials

Owner must initial each of the following statements to indicate understanding and agreement:

- _____ I have read and agree to abide by the Totally Woof Policies and Procedures.
- _____ I have completed and submitted the online Totally Woof Application for each of my dog(s).
- _____ I understand that Totally Woof reserves the right to dismiss any dog from its services at its sole discretion.
- _____ I acknowledge that while Totally Woof will exercise due diligence in caring for my dog(s), I waive and release Totally Woof, its officers, employees, agents, contractors, and affiliates from any and all liability for injuries or damages arising from the services provided or from the actions of any dog, including my own.
- _____ I agree to be responsible for all costs associated with the services rendered for my dog(s).
- _____ I consent to receive SMS and email communications from Totally Woof as long as my dog(s) remain registered clients and understand that my email address will NEVER be shared or sold.
- _____ I understand that while on Totally Woof property, I may be subdued to video and or audio recording for safety & security purposes.

11. Entire Agreement and Dispute Resolution

- This Agreement constitutes the entire understanding between Owner and Totally Woof and supersedes all prior negotiations, representations, or agreements—whether written or oral.
- This Agreement is binding upon the Owner, their heirs, administrators, personal representatives, and agents, as well as on Totally Woof.
- Any controversy or claim arising out of or related to this Agreement, including any claim involving negligence, shall be resolved in the State of New Hampshire. Totally Woof shall not be responsible for any legal fees incurred by the client.
- No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

By signing below, the Owner acknowledges that they have read, understand, and agree to all the terms and conditions of this Agreement and warrant that they have the authority to bind all parties related to the dog(s).

Owner's Signature: _____ Date: _____

Print Owner's Name: _____ Cell: _____

Email: _____

Address: _____

Dog Information:

1st Dog Name: _____ Breed: _____ Age: _____

2nd Dog Name: _____ Breed: _____ Age: _____

3rd Dog Name: _____ Breed: _____ Age: _____

Authorized Pick-Up Persons: Please list the individuals who are authorized to pick up your dog(s) from Totally Woof. You may add additional lines if necessary. Any changes to this list must be communicated to Totally Woof immediately.

1. Name: _____ Phone: _____

2. Name: _____ Phone: _____

3. Name: _____ Phone: _____

4. Name: _____ Phone: _____

This document is intended to serve as a comprehensive agreement between the Owner and Totally Woof. Please retain a copy for your records.