



Daycare Monthly Membership Agreement

Pet(s) Name: _____ Start Date: _____

Parent(s) name: _____

Bay Paws Pet Resort Monthly Daycare Membership Benefits

- Unlimited Daycare (Monday through Saturday), including when boarding!
- Free cooldown treats at the end of any daycare day, if requested!
- Complimentary 3 late pickups or early drop off fees waived per month!
- Free Upgrades to our Luxury Suites when boarding and when available!

Bay Paws Pet Resort Monthly Daycare Membership Summary:

- Memberships are paid in advance of service on the first (1st) day of each month.
- Must make a reservation no less than 24 hours before daycare to ensure availability.
- New memberships are prorated for the first month. Regular monthly dues apply thereafter with payments made the first day of each month
 - Membership dues are paid by monthly automatic electronic payment (Credit Card or Debit Card)
 - Membership requires **WRITTEN CANCELLATION NOTICE OF 30 DAYS. NO PARTIAL MONTHS. NO REIMBURSEMENT OR REFUNDS ON MONIES PRE-PAID FOR DAYCARE MEMBERSHIP.**

WITNESS our signatures as of the day and date first stated above:

Pet Parent: _____

On behalf of Bay Paws Pet Resort: _____

Terms and Conditions:

- 1.) **Agreement** – This agreement is between CMH Pet Hotels, LLC (DBA Bay Paws Pet Resort), hereafter referred to as Bay Paws Pet Resort, and the aforementioned Pet(s) Parent(s). Hereafter referred to as “pet parent.”
- 2.) **Daycare Membership** – Your first month as a Daycare Monthly Membership Holder is prorated, contingent upon when this agreement is initiated relative to the first of each month. Monthly Dues are only prorated once, upon initial enrollment with Bay Paws Pet Resort. Your pet is not guaranteed membership without passing a Temperament Test. The Monthly Daycare Membership Package does not include Enrichment program or Puppy Preschool Program.
- 3.) **Availability of Facility** – Daycare is available for our Pet Parent(s) and their dogs Monday through Saturday or when daycare is open. **Daycare reservations are required no less than 24 hours prior to the daycare day.**
- 4.) **Limited availability** – Bay Paws Pet Resort may close its Facility for maintenance, selected holidays, weather related issue, and/or company deemed necessary at its sole discretion.
- 5.) **Freeze of Policy** – Members may put their Monthly Daycare Membership on hold, in one calendar month increments, for up to three (3) calendar months. If available at the end of freeze, Pet Parents may unfreeze membership if there are “open” or available spots in the membership program.
- 6.) **Late Payments / Declined Credit Card Fees** – A \$15 late payment fee will be due and payable for payment received past the 3rd of the month. Membership fees must be paid on or before the first day of the month. Members who are not current, will not be allowed to participate in the unlimited monthly daycare membership program and will forfeit their spot to make available for another Pet Parent.
- 7.) **Cancellation of Membership by Pet Parent** – A Pet Parent may cancel their pet(s) membership at any time with at least a 30 day written notice to info@BayPaws.com. Please remember partial months are not permitted. If a Pet Parent cancels on or after the 2nd of any month, then a payment will still be due the following month on the 1st. There are NO refunds for membership fees and Bay Paws Pet Resort will not prorate a cancelled membership.
- 8.) **Lost Articles** – Bay Paws Pet Resort assumes no responsibility for lost, stolen, or damaged articles. Lost and found articles not claimed after 30 days will be donated to charity or thrown away.
- 9.) **Conduct** – Bay Paws Pet Resort is committed to the health, safety, and welfare of each of its pet members, pet parents, and our staff. We WILL NOT tolerate unreasonable, threatening, obscene, harassing, indecent or illegal behavior by pet parents. Bay Paws Pet Resort also reserves the right to terminate membership for any reason at its sole discretion.
- 10.) **Rules and/or Regulations** – Pet Parents who do not observe Bay Paws Pet Resort rules and regulations or who abuse our facility in any fashion will be asked to promptly leave. The management of Bay Paws Pet Resort reserves the right to terminate membership of anyone who refuses to observe any of Bay Paws Pet Resort rules or regulations. Not all rules and regulations are listed in this agreement. Bay Paws Pet Resort reserves the right to add, change or remove rules, conditions of membership, opening and closing hours, and all services and facilities offered by Bay Paws Pet Resort. Membership is contingent upon successful passing of pets Temperament Test and continuing to act in a manor acceptable for the daycare yards.
- 11.) **Miscellaneous** –
 - a. Monthly membership fees will be charged on the 1st of the month, every month, automatically and you expressly authorize Bay Paws Pet Resort to charge your card for monthly membership fees, including the following month if you cancel anytime after the 2nd of month in writing.
 - b. This agreement contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this agreement. The provisions of this may be waived, altered, amended or repealed, in whole or in part, only upon prior written consent of all parties
 - c. Pet(s) Parent(s) have read, and fully agrees to the term of this Agreement and understands and agrees that by signing this Agreement (which contains a waiver, release, and assumption of risk), Pet Parent has given up considerable future legal rights. Member has signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to him/her. Pet Parent certifies that he/she is 18 years of age or older and mentally competent to enter into this agreement.
 - d. If any portion of this agreement is deemed illegal, void, or unenforceable, then the remaining agreement shall remain in effect.