

PAWS & CLAWS PET RESORT

BOARDING CONTRACT

Owner _____ Phone # _____ e-mail _____

Address _____ City, State _____ Zip _____

Emergency Contact Name _____ Emergency Phone# _____

Referred By _____ Vet's Name _____ Phone # _____

Pet Name(s) & breed _____

Age _____ Color _____ Sex _____ Spayed/Neutered? **Yes or No** Dog/cat ever bitten anyone? _____

Does dog get along with other Dogs? _____

\$20 fee per kennel will be charged when drop off/pick up is not within the Resort's scheduled times.

Terms & Conditions

- Charges & Treatment.** Owner agrees to pay the rate for boarding in effect on the date pet is checked into the kennel, as posted in office. Owner further agrees to pay all charges for requested services, and all costs for veterinary services that may become necessary while the pet is in the Kennel's care, for example, treatment for fleas/ticks, or emergency medical care which Kennel in its sole discretion deems necessary, any repairs or replacement costs due to damage caused by pet to the structure or furnishings of luxury suite and/or kennel while boarding.
- Lien for Payment.** Owner further agrees that the pet shall not leave the kennel until all charges are paid in full to Kennel by Owner. Kennel shall have, and is hereby granted, a lien on the pet for all unpaid charges incurred while at the Kennel. Owner hereby agrees that in the event the boarding charges are not paid when due in accordance with this contract, the Kennel may exercise its full lien rights upon ten days written notice given by Kennel to Owner by certified mail to address shown on contract. Kennel may dispose of pet for any and all unpaid charges, at private or public sale, in the sole discretion of Kennel, and Owner specifically waives all statutory legal rights to the pet in such circumstances. If such sale does not secure a price adequate to cover the delinquent charges, plus costs of sale, then Owner shall be liable to Kennel for the difference. All extra monies realized by Kennel at such sale shall be paid by Kennel to Owner.
- LIMITATION ON KENNEL'S LIABILITY.** Kennel shall exercise reasonable care for the pet and provide the promised services. In the event that the pet is injured, suffers harm, or even death, while boarding at Kennel due to the fault of Kennel, even if Kennel is negligent, the maximum liability of Kennel to Owner shall be \$500.00. If Owner considers this dollar amount inadequate considering the pet's value, then Owner and Kennel may discuss obtaining insurance for a higher value, but any such arrangements must be agreed to in the separate written agreement which is signed by both Owner and Kennel.
- Owner's Representations.** Owner is the sole owner of the pet and authorized to make this agreement with Kennel concerning the pet's boarding, treatment, and the limit on Kennel's liability for injury to the pet. The owner confirms that the pet has not been exposed to rabies or distemper within a thirty day period prior to boarding.
- Entire Agreement.** This contract contains the entire agreement between the parties, and any verbal agreements shall not be binding. All terms and conditions of this contract shall be binding on the heirs, administrators, personal representatives and assignees of the Owner and the Kennel.
- Arbitration.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, including as the result of any claim or controversy involving the alleged negligence of a party to this contract, shall be settled by binding arbitration in Gillespie County 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. The arbitrator shall, as part of his award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party.
- Community Playtime.** If owner purchases and agrees to have community playtime for their pet with other dogs during boarding, the kennel is not responsible for any accidents that may occur. Ex: pregnancy, dog fight, etc.

OWNER _____

DATE _____