

Daycare and Boarding Agreement



Human's name: _____ Phone: (C) _____

1) Name of Dog: _____ Breed: _____ Sex: _____

2) Name of Dog: _____ Breed: _____ Sex: _____

Pawderosa Ranch agrees to exercise due and reasonable care in the handling of dogs, and in keeping the facility properly enclosed and sanitary. Owner recognizes and accepts potential risks involved in Daycare and Boarding activity. All dogs are cared for by Pawderosa Ranch staff without liability on Pawderosa Ranch's part for loss or damage from disease, theft, fire, death, escape, injury, or harm to persons, other dogs, or property by said dog(s), or for other unavoidable causes, due care and diligence having been exercised. It is expressly agreed by Owner and Pawderosa Ranch that Pawderosa Ranch's liability shall in no event exceed the lesser of the current chattel value of a pet of the same species or the sum of \$250.00 per animal admitted.

The owner agrees to take full responsibility for taking precautions against contagious illness and parasite exposure by consulting their own veterinarian, and also agrees to notify Pawderosa Ranch of any known exposure of the dog to a communicable disease. By signing this Agreement and leaving the dog with Pawderosa Ranch, Owner certifies to the accuracy of all information given about said dog and accepts all reasonable risks of injury incurred in normal daycare or boarding activity. Owner agrees to maintain currency of vaccinations as required by Pawderosa Ranch: Rabies, Distemper, Parvovirus, Parainfluenza and Bordetella. Owner agrees to provide proof of preventative flea/tick treatment program and to be financially responsible for any required treatment for fleas/ticks, if determined necessary by Pawderosa Ranch. Pawderosa Ranch reserves the right to deny admittance to Owner's dog for any reason at any time. The owner also agrees to take full and financial responsibility for any damage or injury caused directly by the behavior of his/her dog towards another dog, person, or property.

In the event of an emergency, Pawderosa Ranch staff will first attempt to contact the owner, followed by an attempt to contact the emergency contact person listed. Pawderosa Ranch may also directly contact the veterinarian listed, or an alternate veterinarian, if the circumstances are deemed such that immediate treatment is necessary. Pawderosa Ranch staff retains sole discretion in emergency matters, without liability, and the owner of the dog agrees to pay for all medical treatments received, including transportation to a veterinary facility. Owner agrees that the dog shall not leave the Pawderosa Ranch until all charges due are paid by Owner or proper payment arrangements are agreed upon by both parties.

Daycare and Boarding charges are to be paid on the arrival of the dog to the facility, and all dogs must be picked up no later than 7:00pm Monday through Friday, and 5:00pm on Saturday and Sunday. A late charge of \$1.00 per minute after the times listed above will be applied and owner agrees to pay this charge. All extra charges incurred by Owner shall be payable upon pickup of the dog, or at Pawderosa's sole discretion. Pawderosa Ranch shall have, and is hereby granted, a lien on the dog for any and all unpaid charges resulting from services provided by Pawderosa Ranch. The Owner hereby agrees that in the event the charges are not paid when due in accordance with this contract, Pawderosa Ranch may exercise its lien rights upon ten days written notice given by Pawderosa Ranch to Owner by certified mail to address shown on the Registration Form. Pawderosa Ranch may dispose of the dog for any and all unpaid charges, at private or public sale, in the sole discretion of Pawderosa Ranch, and Owner specifically waives all statutory or legal rights to the contrary. If such sale shall not secure a price adequate to pay such costs of pet care or other charges delinquent, plus costs of sale, then Owner shall be liable to Pawderosa Ranch for the difference. All monies realized by Pawderosa Ranch at such sale, over and above the charges due and costs of sale, shall be paid by

Pawderosa Ranch – Daycare and Boarding Agreement continued

Pawderosa Ranch to Owner. Owner specifically represents that he or she is the sole owner of the dog, free and clear of all liens and encumbrances.

This Agreement contains the entire agreement between the parties. All terms and conditions of this Agreement shall be binding on the heirs, administrators, personal representatives and assigns of the Owner and Pawderosa Ranch. Both parties to this agreement agree to negotiate in good faith in an effort to resolve any dispute related to the Agreement that may arise between the Parties. If the dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before resorting to litigation. If mediation does not work and a lawsuit is filed, the prevailing Party's reasonable and necessary attorneys' fees and costs shall be paid by the losing Party. The term "prevailing party" means the party whose position asserted in the lawsuit is supported by the rulings of the Judge and/or findings of the jury in the Final Judgment entered in any such lawsuit.

INDEMNIFICATION

THE OWNER OF THE DOG SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS PAWDEROSA RANCH OF AND FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ASSERTED AGAINST PAWDEROSA RANCH FOR ANY AND ALL EXPENSES AND MONIES PAWDEROSA RANCH MAY BE COMPELLED TO PAY BY REASON OF ANY CLAIMS, DEMANDS, LAWSUITS OR JUDGMENTS WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED TO THE HANDLING, CARE AND BOARDING OF OWNER'S DOG REGARDLESS OF WHETHER SUCH CLAIMS OR ACTIONS ARE FOUNDED IN WHOLE OR PART UPON THE ALLEGED NEGLIGENCE OF PAWDEROSA RANCH. THE PROVISIONS OF THE PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

1. _____ I UNDERSTAND THAT I AM SOLELY RESPONSIBLE FOR ANY HARM CAUSED BY MY DOG(S) WHILE MY DOG(S) IS/ARE ATTENDING PAWDEROSA RANCH. I SHALL INDEMNIFY PAWDEROSA RANCH AGAINST ANY CLAIMS MADE AGAINST THE CORPORATION OR LOSSES OR DAMAGES OF ANY KIND WHATSOEVER SUFFERED BY PAWDEROSA RANCH.

2. _____ I UNDERSTAND AND AGREE THAT PAWDEROSA RANCH WILL NOT BE LIABLE FOR PROBLEMS, DAMAGE, OR INJURY CAUSED TO OR BY THE CLIENT(S) TO OR BY THE OTHER DOGS OR PERSON PROVIDED REASONABLE CARE AND PRECAUTIONS ARE FOLLOWED. I HEREBY RELEASE PAWDEROSA RANCH OF ANY LIABILITY OF ANY KIND ARISING FROM MY DOG(S) ATTENDANCE AND PARTICIPATION AT THE FACILITY.

3. _____ I understand and agree that any problem that develops with my dog(s) will be treated as deemed best by Pawderosa Ranch staff, in their sole discretion, and that I assume full financial responsibility for any and all expenses involved.

4. _____ I further understand and agree that in admitting my dog(s) to Pawderosa Ranch, the facility has relied on my representation that my dog(s) is/are in good health and have not harmed or shown aggressive or threatening behavior towards any person or any other dog.

5. _____ I recognize that there are inherent risks of illness or injury when dealing with animals. Such risks include, but are not limited to, problems resulting from rough play and outdoor elements.

I certify that I have read and understand the rules and regulations set forth by Pawderosa Ranch and have read and understand this agreement. I agree to abide by the rules and regulations and accept all terms, conditions, and statements of this agreement.

Signature of Owner

Print Name

Date

Pawderosa Ranch

Date