



OWNER'S NAME: \_\_\_\_\_

PHONE: (2) \_\_\_\_\_

NAME OF DOG \_\_\_\_\_

NAME OF DOG \_\_\_\_\_

BREED \_\_\_\_\_

SEX \_\_\_\_\_

BREED \_\_\_\_\_

SEX \_\_\_\_\_

3-3 **PAWDEROSA BANCO** agrees to exercise due and reasonable care in the handling of dogs, and in keeping the facility properly enclosed and sanitary. Power negligence and environmental risks caused by human and nonliving entities. All dogs are accepted by Powderosa Banco staff without liability as Powderosa Banco's part for loss or damage from disease, theft, fire, theft, escape, injury, or harm to persons, other dogs, or property by said dogs, or for other reasonable causes, the care and diligence having been exercised. It is expressly agreed by Owner and Powderosa Banco that Powderosa Banco's liability shall in no event exceed the lesser of the current market value of a pair of the same species or the sum of \$10000 per animal admitted.

3-4 **THE OWNER** agrees to take full responsibility for taking preventative against contagious disease and parasite exposure by vaccinating their own veterinarian, and also agrees to notify Powderosa Banco of any known exposure of the dog to a communicable disease. By signing this Agreement and leaving the dog with Powderosa Banco, Owner certifies to the accuracy of all information given about said dog and accepts all reasonable risks of injury incurred in normal dog care or handling activity. Owner agrees to maintain currency of vaccinations as required by Powderosa Banco's Policy, Protocols, Procedures and Standards.

Owner agrees to provide proof of preventative healthcare treatment used to be financially responsible for any required treatment for fleas/ticks, if determined necessary by Powderosa Banco. Powderosa Banco reserves the right to deny admission to Owner's dog(s) any time 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 in accordance with dog parks, or property.

3-4 **ON THE EVENT OF AN EMERGENCY** Powderosa Banco staff will first attempt to contact the owner, followed by an attempt to contact the emergency contact person listed. Powderosa Banco may also directly contact the veterinarian listed, or an alternate veterinarian, if the circumstances are deemed such to be reasonable treatment necessary. Powderosa Banco staff reserve 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 Powderosa Banco until all charges due are paid by Owner or proper payment arrangements are agreed upon by both parties.

3-7 **CHARGER ARE TO BE PAID UPON DEPARTURE OF THE DOG FROM THE FACILITY** and all dogs must be picked up no later than 3:00pm Monday through Friday, and 1:00pm on Saturday and Sunday. A late charge of \$1.00 per minute after the time time allowed will be applied and owner agrees to pay this charge. Showing dogs will incur a utility fee if returned after 5pm on their departure day. This fee is waived if a departure service (walk, mail, etc.) is being used, provided prior to departure. All extra charges incurred by Owner shall be payable upon pickup of the dog, or at Powderosa Banco's sole discretion.

Powderosa Banco shall have, and/or hereby granted, a lien on the dog for any and all unpaid charges resulting from services provided by Powderosa Banco. The Owner hereby agrees that in the event the charges are not paid when due in accordance with this contract, Powderosa Banco may exercise its lien rights upon the dog without notice given by Powderosa Banco to Owner by certified mail to address shown on the Registration Form. Powderosa Banco may dispose of the dog for any and all unpaid charges, or private or public sale, in the sole discretion of Powderosa Banco, and Owner specifically waives all monetary or legal rights to the contract. If such sale shall not secure a price adequate to pay such costs of per care or other charges delinquent, plus costs of sale, then Owner shall be liable to Powderosa Banco for the difference. All monies realized by Powderosa Banco from said sale, over and above the charges due and cost of sale, shall be paid by Powderosa Banco to Owner. Owner specifically represents that he or she is the addresser of the dog, true and clear of all dues and encumbrances.

**THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES.** All terms and conditions of this Agreement

3-4 shall be binding on the parties, successors, personal representatives and assigns of the Owner and Powderosa Banco. Both parties to this agreement agree to negotiate in good faith in an effort to resolve any dispute whenever 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.

Powderosa does not work with a breed or list, the governing Party's reasonable and necessary attorney's fees and costs shall be paid by the losing Party. The term "governing party" means the party whose position is supported by the facts as reported by the ratings of the judge and the findings of the jury in the final judgment entered in any such lawsuit.