



OWNER'S NAME: _____

PHONE: (5) _____

NAME OF DOG _____

NAME OF DOG _____

BREED _____

BREED _____

BREED _____

BREED _____

3-3 PAWDEROSA BARKS agrees to exercise due and reasonable care in the handling of dogs, and in keeping the facility properly enclosed and sanitary. Owner understands and accepts personal responsibility for injuries and flea/biting activity. All dogs are covered by Powderosa Bark's staff without liability on Powderosa Bark's part for loss or damage from Owners, Staff, fire, theft, sewage, injury, or harm to persons, other dogs, or property by said dogs, or for other unavoidable reasons, due care and diligence having been exercised. It is expressly agreed by Owner and Powderosa Bark that Powderosa Bark'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 affected.

3-4 THE OWNER agrees to take full responsibility for taking precautions against contagious disease and parasite exposure by consulting their own veterinarian, and also agrees to notify Powderosa Bark of any known exposure of the dog to a communicable disease. By signing this Agreement and leaving the dog with Powderosa Bark, Owner warrants 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 Powderosa Bark's Policy, Protocols, Recommendations and Standards.

Owner agrees to provide proof of preventive flea/tick treatment used to be financially responsible for any required treatment for fleas/ticks, if treatment necessary by Powderosa Bark. Powderosa Bark reserves the right to deny admission 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 another dog (non-dominant dog, person, or property).

3-5 IN THE EVENT OF AN EMERGENCY Powderosa Bark staff will first attempt to contact the owner, followed by an attempt to contact the emergency veterinarian listed. Powderosa Bark may also directly contact the veterinarian listed, or an alternate veterinarian, if the circumstances are deemed such that immediate contact is necessary. Powderosa Bark staff will enter into the service of emergency nature, 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 Bark until all charges due are paid by Owner or proper payment arrangements are agreed upon by both parties.

3-6 CHARGER AGES 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 \$100 per minute after the times listed above will be applied and owner agrees to pay this charge. Boarding dogs will incur a \$50 fee for per dog if returned after 5pm on their departure day. This fee is waived with purchase of a multi-day package, lease or deluxe bath. All extra charges incurred by Owner shall be payable upon picking of the dog, or at Powderosa Bark's sole discretion.

Powderosa Bark shall have, and is hereby granted, a lien on the dog for any and all unpaid charges resulting from services provided by Powderosa Bark. The Owner hereby agrees that in the event the charges are not paid when due in accordance with this contract, Powderosa Bark may exercise its lien rights upon the dog without notice given by Powderosa Bark to Owner by certified mail to address shown on the Registration Form. Powderosa Bark may dispose of the dog for any and all unpaid charges, at private or public sale, in the sole discretion of Powderosa Bark, and Owner specifically waives all monetary or legal rights to the contrary. If such sale shall not secure a price adequate to pay such costs of per care or other charges hereupon plus costs of sale, then Owner shall be liable to Powderosa Bark for the difference. All monies realized by Powderosa Bark at such sale, over and above the charges due and costs of sale, shall be paid by Powderosa Bark 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 terms, administrators, personal representatives and assigns of the Owner and Powderosa Bark. Both parties to this agreement agree to negotiate in good faith in an effort to resolve any dispute under 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-to-kill, the prevailing Party's reasonable and necessary attorney's fees and costs shall be paid by the losing Party. The term "prevailing party" means the party whose position is sustained in the lawsuit as supported by the rulings of the judge and/or findings of the jury in the final judgment entered in any such lawsuit.