Pawderosa Ranch Agreement Form

Primary Owner _____ **Phone** _____

Name of Dog _____ **Breed** _____ **Sex** _____

Name of Dog _____ **Breed** _____ **Sex** _____

Initial

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 connected to Daycare, Lodging, Grooming and Training. All Dogs are cared for by Pawderosa Ranch staff without liability to Pawderosa Ranch to pay for loss or damages from illnesses, theft, fire, death, escape, injury, or harm to persons, other dogs, or property to 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 stated value of a pet of the same species in the care of CDN $1.00 per animal admitted.

The Owner agrees to take full responsibility for taking precautions against contagious illness and parasite exposure by maintaining their own immunizations, and also agrees to notify Pawderosa Ranch of any known exposure of the dog to a communicable disease. Owner agrees to maintain currency of vaccinations as required by Pawderosa Ranch. Rabies, Distemper, Parvovirus and Bordetella. Owner agrees to provide proof of personal pet insurance and to be financially responsible for any required treatment for these risks, if determined necessary by Pawderosa Ranch. By signing this Agreement and leaving the dog with Pawderosa Ranch, Owner certifies to the conveyance of all information given about said dog and accepts all risks of injury incurred in Daycare, Lodging, Grooming and Training.

Pawderosa Ranch reserves the right to deny admittance to Owner's dog for any reason at any time. 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 rendered, including transportation to a veterinarian facility.

Charges Are to be Paid Upon Departure of the Dog from the Facility Owner agrees that the dog shall not leave Pawderosa Ranch until all charges that are past by Owner or proper payment arrangements are approved upon by both parties. All drops must be picked up no later than 7:00 p.m. Monday through Friday and 5:00 p.m. on Saturday and Sunday. A late charge of $15.00 per calendar day (see Rates Listed above will be applied and owner agrees to pay this charge. All extra charges accrued by Owner shall be payable upon pickup of the dog, or at Pawderosa Ranch'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 to Pawderosa Ranch. The Owner hereby agrees that in the event the charges are not paid within five (5) business days, Pawderosa Ranch may exercise its lien rights upon the dog(s) and/or service given to Pawderosa Ranch. Owner by verified mail to address shown on the Registration Form. Pawderosa Ranch may dispose of the dog by sale and all unpaid charges, or private or public sale, to 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 sufficient to pay such costs of pet care or other charges subsequent, 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 to Owner. Owner agrees that he or she is the sole owner of the dog, and such dog is not lost or stolen.

Credits on Account Should you choose to apply a non-issued monetary credit on your account, the credit may be used toward Pawderosa Ranch services within one (1) calendar year of the issued date. Credits that remain on account after one (1) calendar year will expire and no longer hold any value.

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 disputes 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 is unsuccessful 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 or the Final Judgment entered in any such lawsuit.