Pawderosa Ranch Agreement Form

Memorer Name: _____ Phone: _____

Name of Dog: _____ Breed: _____ Sex: _____

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, Lodging, Grooming and Training. 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 sum of the current shared value of a pet of the same species or the sum of $250.00 per animal submitted.

- **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. Owner agrees to maintain currency of vaccinations as required by Pawderosa Ranch. Rabies, Bitmingen, Parvovirus and Bordetella. Owner agrees to provide proof of parasite and flea/tick treatment and to be financially responsible for any required treatment for flea/tick. Understand necessary by Pawderosa Ranch. 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 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 the hot 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 reserves the 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.

- **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 due are paid by Owner or proper payment arrangements are agreed upon by both parties. All dogs 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 $5.00 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 picking 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 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 two 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 by 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 sale 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 to Owner. Owner specifically represents that he or she is the sole owner of the dog free and clear of all liens and encumbrances.

- **Credits on Account** Should you choose to apply or use issued monetary credit on your account, the credit may be used toward Pawderosa Ranch for those 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 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 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 ruling of the judge and/or findings of the jury in the Final Judgment entered in any such lawsuit.