



Bonita Boarding Kennel and Pet Camp - Contract

Customer Name: _____

Customer Address: _____

Pet's Name: 1. _____ 2. _____

3. _____ 4. _____

This is a contract (hereinafter called "Contract") between Bonita Boarding Kennel and Pet Camp (hereinafter called "Kennel") and the pet owner whose signature appears below (hereinafter called "Owner")

1. Owner agrees to pay the rate for boarding and/or daycare in effect on the date the pet is checked into the Kennel as posted in Kennel office.
Check out after 1 pm will result in a charge for that day.
2. Owner further agrees to pay all costs and charges for special services requested and all veterinary costs for the pet incurred during the time said pet is in the care of the Kennel.
3. Owner further agrees that the pet shall not leave the kennel until Owner pays all charges to the Kennel.
4. By signing this Contract and leaving his or her pet with Kennel, Owner certifies to the accuracy of all information given about said pet on Contract.
5. Kennel shall exercise reasonable care for the pet delivered by the Owner to the Kennel for boarding or daycare. It is expressly agreed by Owner and Kennel that Kennel'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 \$200.00.
6. The Owner further agrees to be solely responsible for any and all acts or behavior of said pet while it is in the care of the Kennel. Owner agrees to indemnify and holds the Kennel harmless for any and all expenses and liability incurred as a result of injuries Owner's pet inflicts upon any human or other pet while in the Kennel.
7. Owner specifically represents that he or she is the sole Owner of the pet, free and clear of all liens and encumbrances.
8. Owner specifically represents to Kennel that the pet has not been exposed to rabies or distemper within a thirty day period prior to boarding.
9. All charges incurred by Owner shall be payable upon pick-up of pet, or when billed by Kennel to address listed on this Contract. The Kennel shall have, and is hereby granted, a lien on the pet for any and all unpaid charges resulting from boarding pet at the Kennel. The owner hereby agrees that in the event the boarding charges are not paid when due in accordance with the Contract, the Kennel may exercise it's lien rights upon ten days written notice given by Kennel to Owner by certified mail to address shown on Contract. Kennel may dispose of pet for any and all unpaid charges, at private or public sale, in the sole discretion of the Kennel, and the Owner

specifically waves all statutory or legal rights to the contrary. If such sale shall not secure a price adequate to pay such costs of board or other charges delinquent, plus cost of sale, over and above then Owner shall be liable to Kennel for the difference. All monies realized by Kennel at such sale, over and above the charges due and costs of sale, shall be paid by Kennel to Owner.

10. If pet becomes ill or if the state of the animal's health otherwise requires professional attention, the Kennel, in its sole discretion, may engage the services of a veterinarian or administer medicine to give other requisite attention to the animal and the expenses thereof shall be paid by Owner. Owner gives consent to the Kennel to act in the Owner's behalf in obtaining emergency veterinary care at Owner's expense if deemed necessary by the Kennel or any of its employees. Owner agrees to indemnify and hold Kennel employees harmless from said expenses.

11. Kennel reserves the right to change the level or type of daycare/boarding or remove the pet from group play, if in its sole discretion it is believed necessary to ensure safety of the pet, other dogs or its employees.

12. This Contract contains the entire agreement between the parties. All terms and conditions of this Contract shall be binding on the heirs, administrators, personal representatives and assigns of the Owner and the Kennel.

13. Any controversy or claim arising out of or relating to this contract, or the breach thereof, or as a result of any claim or controversy involving the alleged negligence by any party of this Contract, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any Court having jurisdiction thereof. The arbitrator shall, as part of his award, determine an award to the prevailing party of the costs such arbitration and reasonable attorney's fees of the prevailing party.

14. In any litigation arising out of this Contract, the prevailing party shall be entitled to receive reasonable attorney's fees and costs.

15. Owner hereby grants the kennel the right to take photographs and videos of the Owner's pet while the Kennel is caring for the owners pet, and to post or reproduce any and all photographs taken on or in, without limitation, the Kennel's website, social media, promotional materials without becoming liable to the Owner (or the Owner's pet) for any royalty payments of any kind. OWNER HEREBY RELEASES, COVENANTS NOT TO SUE, AND FOREVER DISCHARGES THE KENNEL FACILITY OF AND FROM ANY AND ALL CLAIMS, DEMANDS, RIGHTS, AND CAUSES OF ACTION OF WHATEVER KIND AND NATURE INCLUDING, BUT NOT LIMITED TO APPROPRIATION OF THE PICTURE OR NAME FOR COMMERCIAL ADVANTAGE, PUBLICATION OF FACTS PLACING THE OWNER AND/OR OWNER'S PET IN FALSE LIGHT, AND PUBLIC DISCLOSURE OF PRIVATE FACTS ABOUT THE OWNER AND/OR OWNER'S PET. ARISING OUT OF OR RELATING TO ANY PHOTOGRAPHING OF OR USE OF PHOTOGRAPHS OF OWNER'S PET PURSUANT TO THE AUTHORITY OWNER HAS GRANTD THE KENNEL IN THE SENTENCE IMMEDIATELY PRECEDING THIS SENTENCE.

16. By providing my email address I authorize to receive email from the Kennel such as confirmations, newsletters or promotions. The email address provided to the Kennel will NOT be used by any outside-third parties.

EMAIL ADDRESS _____

Kennel Representative: _____ Owner: _____ Date: _____