

4520 E. Lower Springboro Rd. Waynesville OH 45068 – Phone: 937-474-8511 – Fax: 937-204-1633 Email: boarding@travellersboarding.com, Website: travellersboarding.com

This is a Contract between Traveller's Stay and Play (hereinafter called "Kennel") and the pet owner whose signature appears below (hereinafter called "Owner").

- 1. Owner acknowledges that the dog will be boarded in a home-like setting and will be interacting with several other dogs. This interaction will be free roam both indoors and outdoors. When the dog is let out to relieve himself he will not be restrained by any means other than a five foot secured fence. The dog may also go out to relieve himself and play without supervision and with other dogs.
- 2. Owner agrees that Owner shall be solely responsible for any and all acts and behavior of said pet while it is in the care of Traveller's Stay and Play LLC. This includes but is not limited to damage to structure and/or property associated with Traveller's Stay and Play LLC, injury to self, other boarders or representatives of Traveller's Stay and Play LLC.
- 3. Owner will not hold Traveller's Stay and Play LLC or its affiliates liable for injury, such as but not limited to bitings, sprains, breaks etc, which occurs to owners' dogs during playtime with affiliates or other dogs being boarded.
- 4. If the pet becomes ill or if the state of the pet's health otherwise requires professional attention, the Kennel, in its sole discretion, may engage the services of a veterinarian or administer medicine or give other requisite attention to the pet, and the expenses thereof shall be paid by the Owner.
- 5. Owner further agrees to pay all costs and charges for special services requested, and all veterinary costs for the pet during the time said pet is in the care of Kennel.
- 6. In the event that medical attention is needed Traveller's Stay and Play LLC will make every effort to contact you or your designated emergency contact in addition to contacting your veterinarian. In the event that none of said emergency contacts are reachable, Traveller's Stay and Play LLC will act on the advice of your veterinarian and/or medical staff overseeing your pets care to do whatever treatment is reasonable to keep your pet stable until we are able to get in touch with you.
- 7. Owner understands that the staff is not a veterinarian or registered veterinary technician.
- 8. Owner represents that the pet is healthy and has not been exposed to any known communicable disease within the thirty-day period immediately prior to boarding and that all immunizations are current.
- 9. All efforts will be made to evaluate all dogs to insure proper temperament for interaction. Traveller's Stay and Play LLC shall exercise due and reasonable care for each pet while boarding. Under this reasonable care, Owner releases Traveller's Stay and Play LLC from, and waives all claims and liability against Traveller's Stay and Play LLC for or attributable to, injury, illness or loss of a pet.
- 10. Owner agrees to pay the rate for boarding in effect on the date the pet is checked into the kennel (as posted in the office).

- 11. Owner further agrees that the pet shall not leave the Kennel until all charges are paid to the Kennel by the Owner.
- 12. By signing this Contract and leaving the pet with the Kennel, Owner certifies to the accuracy of all information given about said pet, 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 per animal boarded.
- 13. Owner understands when older pets are boarded they are placed under a great deal of stress because of removal from their normal home environment. This stress can cause latent (dormant) physical conditions (such as heart, liver and kidney disorders) to become active. This can result in illness or death of said pet.
- 14. Owner specifically represents that he or she is the sole owner of the pet, free and clear of all liens and encumbrances.
- 15. All charges incurred by Owner shall be payable upon pick-up of the pet, or when billed by Kennel at the address listed on Boarding Forms. Kennel shall have, and is hereby granted, a lien on the pet for any and all unpaid charges resulting from boarding the pet at Kennel. If Owner does not pick up the pet within 7 calendar days after the day the pet was due to be picked up, the pet shall be deemed to be abandoned. The person into whose custody the pet was placed for care shall first try for a period of not less than 7 days to find a new owner for the pet, and, if unable to place the pet with a new owner, shall thereafter humanely destroy the pet so abandoned.
- 16. 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 Owner and Kennel.
- 17. Any controversy or claim arising out of or relating to this Contract, or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this Contract, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgement upon the award rendered by an arbitrator may be entered in any Court having jurisdiction thereof. The arbitrator shall, as part of this award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party.

Signature of Pet Owner: Date:	
-------------------------------	--