

STAY & PLAY

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 (Olive Park LLC) and the pet owner whose signature appears below (hereinafter called "Owner").

- 1. Owner acknowledges that their dog will be boarded in a home-like environment and will be interacting with several other dogs. This interaction will be free roam both indoors and outdoors. When their dog is let out to relieve themselves, they will not be restrained by any means other than a five-foot secured fence. Owner acknowledges that their dog may also go out to relieve themselves and play without supervision and with other dogs.
- 2. Owner agrees that they will be solely responsible for any and all acts and behaviors of their dog while it is in the care of Traveller's Stay and Play. Including but not limited to damage to the structure and/or property associated with Traveller's Stay & Play, injury to themselves, or injury to representatives of Traveller's Stay and Play.
- 3. Owner will not hold Traveller's Stay and Play or its affiliates liable for any injury, such as but not limited to bites, sprains, tears, breaks, etc., that occurs to their dog during playtime with affiliates or other dogs in the facility.
- 4. Owner agrees that if their pet becomes ill, injured, or if the state of the pet's health otherwise requires professional attention, Traveller's Stay and Play, in its sole discretion, may engage the services of a veterinarian, administer medicine, or give other required attention to the pet. The expenses of which shall be paid by the pet Owner.
- 5. Owner agrees to pay the rate for boarding or daycare in effect on the date the pet is checked into the kennel (as posted in the office and on the website).
- 6. Owner agrees to pay all costs and charges for special services requested, and all veterinary costs for their dog during the time their dog is in the care of Traveller's Stay and Play.
- 7. Owner further agrees that the pet shall not leave the Kennel until all charges are paid to the Kennel by the Owner.
- 8. In the event that medical attention is needed, Traveller's Stay and Play will make every effort to contact you or your designated emergency contact, in addition to contacting your veterinarian on file. In the event that Owner or listed emergency contact are not reachable, Traveller's Stay and Play will act on the advice of your listed veterinarian and/or medical staff overseeing your pet's care to do whatever treatment is necessary to keep your pet stable until we are able to get in touch with you or your listed emergency contact.
- 9. Owner understands that Traveller's Stay and Play representatives are not veterinarians or registered veterinary technicians.

- 10. Owner certifies that their dog is healthy and has not been exposed to any known communicable conditions within a thirty-day period immediately prior to boarding and that all immunizations are current 48 hours prior to a scheduled service.
- All efforts will be made to evaluate all dogs to ensure a proper temperament for interaction. Traveller's Stay and Play shall exercise due and reasonable care for each pet while boarding. Under this reasonable care, Owner releases Traveller's Stay and Play, and waives all claims and liability against Traveller's Stay and Play for or attributable to injury, illness, or loss of a pet.
- 12. Owner agrees that Traveller's Say and Play is not liable for any lost or unreturned items.
- 13. By signing this contract and leaving the pet with Traveller's Stay and Play, Owner certifies to the accuracy of all information given about said pet, that Traveller's Stay and Play's liability shall in no event exceed the lesser of the chattel value of a pet of the same species or sum the of \$200 per animal boarded.
- 14. Owner understands that when pets, especially older pets, are boarded, they are placed under a great deal of stress because of the 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 and/or death of said pet.
- 15. Owner specifically represents that they are the sole owner of the pet, free and clear of all liens and encumbrances.
- 16. All charges incurred by Owner shall be payable upon pick-up of the pet or when billed by Traveller's Stay and Play to the address listed on file. Kennel shall have, and is herby granted, a lien on your pet for any and all unpaid charges resulting from boarding and/or daycare at Traveller's Stay and Play.
- 17. If Owner does not pick up the pet within 7 calendar days after the pet was due to be picked up, the pet shall be deemed abandoned. The dog will be placed into the care of Traveller's Stay and Play.
- 18. 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 Owners and Traveller's Stay and Play.
- 19. Any controversy or claim arising out of our relating to this Contract, or the breach thereof, or as a result of any claim for controversy involving the alleged negligence by any party to this contract, shall be settled by arbitration in accordance with the results 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 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:
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