

# **DOG BOARDING AGREEMENT**

This Dog Boarding Agreement Grooming & Kennels, LLC ("Pr	` •	l into between Southern Paws
, ,	•	("Client").
For good and valuable consideracknowledged, the Parties agr		ifficiency of which is now
	1. Term	
The term of this Agreement sh until terminated under the term		e of full signature and continue
2	2. Client Contact Infor	mation
Name:	Phoi	ne:
Address:		
Email:		
Emergency Contact Name and	l Phone:	
	3. Pet Information	on
The Parties agrees that, subject ("Pet(s)") will be boarded with	· ·	eement, the following pet(s)
Pet 1 Name:	Type:	Age:
Pet 2 Name:	Type:	Age:
Pet 3 Name:	Type:	Age:
Are <u>all</u> above-identified pets sp	payed or neutered?Yo	es No
Check-In Date:	Check-Out	t Date:



Veterinarian:	Vet Pl	hone:
Please list current expiration	dates for these vaccinations	:
Rabies: Be	ordetella:	DHLPP:
Has your pet ever bitten anot	her person or animal? Y	es No
Has your pet ever escaped a f	enced enclosure? Yes	No
Has your pet ever previously	been boarded? Yes	_ No
Medical and physical condition	ons of pet(s), including allerg	gies and medications:
_		
Eating habits (circle all that a	pply and add pet's initial as	applicable):

Eats all food at each mealtime Grazes throughout the day

Is protective of food Sometimes requires wet food mixed with kibble

Is there anything else we should know about your pet(s)?



### 4. Required Documentation from Veterinarian

Please ask your pets' veterinarian to email us at southernpawsky@gmail.com the following medical records for the past year for each pet:

- Current DHLLP Vaccination
- Current Bordetella Vaccination
- Current Rabies Certificate

#### 5. Services Performed

The obligations and promises contained in this Agreement apply to all services provided by Provider to Client, including those provided at a future date.

Provider agrees to provide pet boarding and related services. Provider agrees to use reasonable care in keeping its premises sanitary and properly enclosed. In consideration for such services, Client agrees to pay Provider the current rates in effect when Provider provides the requested services to Client.

Provider's services will be provided under Client's written instructions and requests subject to the terms, conditions, and limitations outlined in this Agreement.

Client must ensure that each pet's collar includes Client's current contact information and a current rabies vaccination tag.

# 6. Payment

First-time clients or clients with a history of late payment must pay in advance before services. Otherwise, payments are due upon Provider's completion of the requested services or as mutually agreed by Provider and Client.

Provider will assess an insufficient funds fee of \$25 for any returned payment.

Provider will add a finance charge of ten percent per month to unpaid balances after fifteen days.

A \$15 last-minute booking fee will be applied to each visit scheduled with less than 24 hours of notice.



### 7. Pet Safety

Client shall be solely responsible for disclosing to Provider any pet allergies, illnesses, health conditions, habits, or behaviors (e.g., aggressiveness, biting, escaping, favorite hiding places) that could impact Provider's provision of services or safety.

Client authorizes Provider to use all means reasonably necessary in Provider's discretion to keep Client's pet(s) safe and healthy while providing services. This may include, without limitation, isolating a sick, injured, or aggressive pet in a separate room or crate and/or seeking medical assessment or treatment for a sick or injured pet. In the event of excessive barking, Client authorizes Provider to use an anti-bark collar.

Client acknowledges that Provider is not a veterinary medicine establishment and does not practice veterinary medicine. In the event Provider deems veterinary treatment is necessary in his or her discretion, Provider will first attempt to contact Client. If Client cannot be reached, Provider will attempt to contact the designated Emergency Contact(s). If neither party can be reached, Client authorizes Provider to seek treatment from a veterinarian using the information provided in the emergency form. The amount on the veterinary authorization form is the maximum allowable expense for life-saving measures. If life-saving measures exceed this amount, Client understands that the pet is at risk for further injury, illness, or even death. If the pet is suffering, the pet, at the discretion of the veterinarian, may be humanely euthanized.

For dogs and cats, Client warrants those pets subject to this Agreement will remain current with rabies vaccinations during this Agreement. For dogs, Client warrants those pets subject to this Agreement receive regular heartworm testing and monthly heartworm prevention during the duration of this Agreement. Provider reserves the right to request veterinary records from Client at any time this Agreement is in force.

Client acknowledges that Provider is not able to evacuate pets in the event of a natural disaster.

#### 8. Client Warranties

Client represents that he or she is the sole owner of the pet(s) subject to this Agreement and that no lien or mortgage against pets exists.



Client warrants that the pet(s) subject to this Agreement have not ever shown signs of aggression towards people or other animals and further agrees to be fully responsible and liable for all conduct or behavior of the pet(s) while in the care of Provider.

Client warrants that the pet(s) have not been exposed to any infectious diseases within the past thirty days.

#### 9. Pet Abandonment

Client acknowledges that should the boarding charges go unpaid, Provider may exercise its lawful rights upon ten days' written notice via first-class mail to Client's home address. A pet unclaimed at Provider's premises for ten days beyond its discharge date is considered abandoned and becomes the property of Provider. Every effort will be made to contact Client during these ten days. If the Client cannot pick up the pet on the scheduled discharge date, Client must contact Provider to make arrangements to extend the pet's stay and pay additional charges per this Agreement.

# 10.Indemnification and Limitation of Liability

As permitted by law, Client agrees to indemnify, defend, and hold harmless Provider, Provider's employees, and Provider's agents from and against all demands, claims, harm, losses, or penalties, including, but not limited to, medical expenses, attorney's fees and costs, arising from or related to injuries or damages to persons or property caused by Client's pet or pets, including, but not limited to, injuries to the pet itself, Provider's personnel or third parties, and damage to property owned by Client, other guests, Provider, and Provider's personnel.

As permitted by law, Client covenants not to sue and releases Provider, Provider's employees, and Provider's agents (collectively "Releasees") from any causes of action, claims, or demands (except to the extent arising from a Releasee's gross negligence or willful misconduct) which the Client may now have or have in the future against Releasees on account of personal injury, property damage/loss, death or accident. These include claims related to injury, loss, or death of Client's pet(s) and damage to, theft, or loss of Client's property.

Client agrees that Client will be solely responsible for any injuries sustained in connection with Provider's provision of services under this Agreement, including loss or



injury to Client's pet(s), property damage, or loss/theft of Client's property, and that Client is relieving Releasees of liability for such loss, injury or damage.

#### 11.Cancellation

Provider will assess a 50% cancellation fee for cancellations made fewer than 24 hours before the scheduled service.

Provider will assess a 50% cancellation fee for cancellations with less than one week's notice of a major holiday.

### 12. Assignment

This Agreement shall not be assigned without the prior written permission of the other party.

### 13. Termination

Provider reserves the right to terminate provision of services under this Agreement in its sole discretion if Provider determines that instructions given for care are causing harm or neglect to Client's pets. Provider has the pets' best interest at heart and refuses to take part in care that is neglectful or harmful to the pet. In such event, Provider will first attempt to contact Client to make alternative pet care arrangements. If Client cannot be reached, Provider will attempt to contact the designated Emergency Contact. If neither party can be reached, or if Provider and Client or Client's Emergency Contact are unable to agree upon alternative pet care arrangements mutually, Client hereby authorizes Provider to place the pet in a kennel Provider chooses, and all boarding or hospitalization and related charges, including transportation, will be the sole responsibility of Client.

# 14. Force Majeure

Provider will not be liable to the Client for any loss resulting from an act of God, natural disaster, an emergency or accident of any kind, an act of the public enemy, war, general arrest or restraint of government and people, civil disturbance or similar occurrence, or terrorist attack.



# 15. Governing Law

This Agreement shall be governed by the laws of the State of Kentucky without giving effect to the principles of conflicts of law. The Parties consent to jurisdiction and venue in the courts located in the State of Kentucky, County of Pulaski.

### 16. Entire Agreement

This Agreement is the entire agreement between the Parties concerning the subject matter hereof and supersedes any previous agreements and understandings, written and oral.

If any provision of this Agreement is deemed void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

Provider	Client
Signed: Kieruten Flangan	Signed:
Kiersten Flanagan Printed:Southern Paws Grooming & Boarding Llc	Printed:
Date:3/29/2024	Date: