

## Fox Hill Farm & K9 LLC Board & Train Agreement

This is a contract between Fox Hill Farm & K9 LLC. (hereinafter called the "Company") and the pet Owner whose signature appears below (hereinafter called "Owner").

- 1. The Owner specifically represents that he or she is the sole Owner of the pet.
- 2. The Owner certifies that all information given about said pet is accurate.
- 3. The Owner specifically represents to the Company that the pet has not been exposed to rabies, canine/feline distemper, or canine cough within a thirty-day period prior to boarding.
- 4. The Owner agrees to be solely responsible for any and all acts or behavior of said pet(s) while the pet(s) is in the care of the Company.
- 5. The Company shall exercise reasonable care for the pet(s) delivered by the Owner to the Company for boarding, daycare, grooming, training or other services. The Owner agrees that despite the efforts of Fox Hill Farm & K9 to provide a safe environment, there may be unpredictable or unforeseeable circumstances that may expose Owners and/or their pet(s) to health risks or injury. The Owner hereby waives and releases Fox Hill Farm & K9, its employees, Owners and agents from any claims while Owners and/or their pets are on the property.
- 6. Owner guarantees that the dog has received all necessary vaccinations and that the dog is heartworm negative. The Owner further confirms that the dog is on preventative medication and treatment for heartworm, fleas, and ticks.
- 7. If the pet(s) becomes ill, or the state of health or well-being otherwise requires professional attention, the Company, at its sole discretion, may engage the services of a veterinarian or administer medicine or other requisite attention to the animal, and it is agreed that all costs and charges thereof shall be paid by the Owner. Training collars can cause irritation, hot spots or skin infections despite our best efforts to rotate and remove collars as often as possible.
- 8. The Owner agrees to pay all costs and charges for services he/she requests.
- 9. All balances incurred by the Owner shall be payable at the time the pet(s) is discharged from the Company. The Owner agrees that in the event the charges are not paid in accordance with this contract and proper notice is given, the Company may exercise its rights regarding liens, abandonment consideration and disposal in accordance with MA statutes.
- 10. For board and train arrangements, the Company, at its sole discretion, requires a deposit of 50% at drop off (deposits are non refundable please be sure you're committed to the dates you're booked for). The Owner agrees to pay such a deposit, as required. Our minimum stay for any dog's initial training program is 3 weeks. Payments are non refundable.
- 11. Owner understands and acknowledges that from time to time, for the purpose of training, and/or advertising and/or promoting its business, the Company takes photographs of its employees and programs, including pets on site. In consideration of the Company's agreement to accept Owner's pet for participation in its programs Owner hereby releases from liability and licenses to Company the right to use any photos of or including Owner's pet for any lawful purpose(s) including training materials, advertising and/or promotional materials.
- 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 assignees of the Owner and the Company. This contract is entered into and shall be interpreted under the laws of the State of Massachusetts. Owner agrees to submit to the jurisdiction of only the Massachusetts Courts with respect to any dispute relating to this agreement and/or the Owner or Owner's pet's relationship with the Company.
- 13. This Contract is binding for the present and all subsequent engagements for services of the Company by the Owner.
- 14. This agreement may be terminated at the sole discretion of the Company if the dog is aggressive, dangerous, or otherwise interferes with the training of other dogs, or if the Owner breaches any part of this agreement.
- 15. Owner understands that if they choose to leave items that are not food and medication with their dog at time of drop off that there is a possibility that the item / items may be misplaced or lost.
- 16. Services: Company undertakes to provide boarding for dogs at 69R Kimball Road, Amesbury MA, 01913. During the boarding and training period, the Company will provide basic training for the dog. Owner understand that no training is perfect and that sometimes the results of training can be affected by a varios factors. Company will

- provide all appropriate measures to achieve training and behavior goals, but makes no guarantees as to the results. Owner agrees to take all necessary steps to aid the Owner and follow any instruction or advice given by the Company.
- 17. Company will provide training equipment during the time of training and can be purchased by the Owner at the time of pickup. Owner agrees to use the equipment in accordance with the instructions given by the Company.
- 18. Owner further acknowledges that their dog may be exposed to a variety of environmental conditions which include, but are not limited to, vehicular travel, interaction with people, and other animals, exposure to adverse weather, and exposure to areas with crowds and all types of traffic.
- 19. Liability: Company undertakes to take all responsible measures to ensure safety and care for the dog during its course of the services rendered pursuant to this agreement. Company is not liable for any damage or loss in the event of disease, theft, fire, running away, or death of the dog. Company is not liable for any damage or injury caused by the dog, during or after the term of this agreement. The Owner agrees to pay for resulting loss or damages and to hold harmless and indemnify Fox Hill Farm & K9, its agents, employees, and affiliates, from any resulting claims, lawsuits, cost, and expenses, including attorney fees. If during or after the term of this agreement the dog is injured or harmed, the Owner assumes the risk and agrees that Fox Hill Farm & K9 should not be held responsible for any resulting injuries, losses, damages, cost or expenses.
- 20. In case of any dispute, the parties agree to mediate and settle through negotiations and mutual understandings.
- 21. This contract for board and train services supersedes all other agreements, written or oral, previously made between Owner and Company.
- 22. If any provision or clause of this agreement is deemed illegal, invalid, or unenforceable, all other terms shall remain in full force and effect.
- 23. This agreement may not be modified unless evidenced in writing signed by both parties.

Dog Name, Breed, & Age
Owner Name Printed
Owner Address
Owner Signature