



Boarding Policies & Legal Stuff

*****Please read and initial each section*****

(TOK refers to Three Oaks Kennel)

1. _____ TOK reserves the right to immediately change your dog's type of boarding if we believe it is necessary to protect the health and well-being of your dog, other dogs, or our staff, and Owner agrees to pay any additional costs associated with the change.
2. _____ Owner agrees to pay all costs and charges for special services requested, and provide updated vaccination records from your vet before starting boarding.
3. _____ Owner agrees that their dog shall not leave TOK until all charges are paid in full to TOK.
4. _____ Owner agrees to be solely responsible for any and all acts or behavior of Owner's dog while it is in the care of TOK.
5. _____ Owner specifically represents that their dog has not been exposed to rabies or distemper within 30 days prior to boarding.
6. _____ Owner specifically represents that they are the lawful and valid owner of the pet, free and clear of all liens and encumbrances.
7. _____ Owner agrees that in the event the boarding charges are not paid when due in accordance with this agreement, TOK may exercise its lawful rights upon five (5) days written notice by delivering such notice via first class mail to Owner's address. A dog that is unclaimed at TOK for five days beyond its scheduled discharge date is considered abandoned and will become the property of TOK. Every effort will be made to contact Owner if abandonment becomes an issue. If for any reason the dog is not going to be picked up on the scheduled dismissal date, Owner shall contact TOK to make arrangements to extend the dog's stay and will pay the additional charges based upon the daily rate plus \$10/day charge.
8. _____ If the dog becomes ill or if the state of the dog's health otherwise requires attention, TOK at its sole discretion, is authorized to engage the services of a veterinarian or arrange for other requisite attention to the dog up to and including \$500.00 or \$ _____ whichever is greater. If a veterinarian determines that emergency treatment, which exceeds the authorized amount, is needed to save the dog's life or quality of life, and we cannot reach you or the emergency contact, we may authorize the veterinarian to perform the emergency treatment. Owner agrees to be responsible for all veterinary cost provided to your dog.
9. _____ It is expressly agreed by Owner and TOK that TOK's liability in no event exceeds the lesser of the current chattel value of a dog of the same species or the sum of \$200.00, whichever is less.
10. _____ Owner agrees to release, indemnify, and hold harmless TOK from any and all manner of damages, claims, loss, liabilities, cost or expenses, including reasonable attorney's fees and related cost, arising out of or related to TOK's services, except which may arise from the gross negligence or intentional and willful misconduct of TOK, including, without limitation, (i) any inaccuracy in any statement made by yourself or information provided by you to TOK (ii) your dog, including but not limited to destruction of property, dog bites, injury, and transmission of disease, and (iii) any action by yourself which is in breach of the terms and conditions of this agreement.
11. _____ This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Each party consents to the exclusive personal jurisdiction of the state and federal courts of the State of Minnesota. Owner and TOK must negotiate and mediate in good faith prior to either party filing a cause of action.
12. _____ Force Majeure. Neither Owner nor TOK shall be responsible for the failure or delay in performing its duties under this Agreement if such failure is due to tornados, thunderstorms, fire, floods, drought, riot, war or other acts of nature.
13. _____ Words "you" and "your" refer to Owner. Conversely, "We", and "our" refers to TOK. Owner and TOK may collectively be referred to as "the parties", and singularly as a "party".
14. _____ Entire Agreement. This Agreement, and any addendums attached, constitutes the entire agreement between the parties. All terms and conditions of this agreement shall be binding on the heirs, agents and assigns of Owner and TOK. Valid for one year from date signed

OWNER ACKNOWLEDGES AND AGREES TO THE ABOVE:

Owner Signature and Date