

PET CARE AGREEMENT

Happy Tails Daycare & Pet Resort LLC

Owner: _____

11929 East Corning Road

Address: _____

Corning, New York 14830

(607) 377-5757

Phone: _____

Date: _____

Pet's Name: _____

Breed: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

Primary Veterinarian: _____

RECITALS. The undersigned ("Owner") is the owner of the above-named pet ("Pet"). Happy Tails Daycare & Pet Resort LLC ("Happy Tails") has agreed to provide Boarding, Day Care, and/or Training Services at the request of Owner, with respect to the Pet, in consideration for Owner's promises herein. With respect to boarding and day care services: unlike many kennels, Happy Tails encourages interaction among the animals in its care. Owner has specially selected Happy Tails with full knowledge of the nature of these services. Owner understands that **interaction among animals presents risks of injury and illness to Pet.**

Wherefore, the undersigned ("Owner") hereby acknowledges that s/he has read, understands, and agrees to the following terms:

1. Owner agrees to pay the applicable rates for boarding, day care, training, grooming, and other care given to Pet by Happy Tails, at the time of pick-up.
2. Happy Tails shall exercise reasonable care for Pet and shall not be liable for harm to Pet in the absence of negligence. It is expressly agreed that in the event of injury, illness, or death to Pet due to negligence, the liability of Happy Tails with respect to its boarding and care of Pet shall in no event exceed **the lesser of the current chattel value of a pet of the same species or the sum of \$200.00 per animal boarded.** The Owner further agrees to be solely responsible for any and all acts or behavior of said Pet while it is in the care of Happy Tails, including damages to other animals and their owners inflicted by Pet. Owner agrees to **indemnify, defend, and hold harmless** Happy Tails in any action or proceeding initiated by a third party and arising from acts of, behavior of, and illnesses transmitted by Pet.
3. Owner understands that **veterinary care may be required** in the event of Pet's **illness or injury** during its stay at Happy Tails. Owner hereby **AUTHORIZES** the Emergency Contact named above to authorize such veterinary care as s/he sees fit in his/her absolute and sole discretion. Owner further **AUTHORIZES** Happy Tails to obtain

veterinary care in its sole and absolute discretion. Happy Tails shall take reasonable steps to contact the Emergency Contact before unilaterally procuring veterinary services for Pet. Happy Tails shall have sole and absolute discretion over the selection of a provider of veterinary services in the event that Happy Tails determines that care is required, notwithstanding Owner's designation of Pet's "primary veterinarian" hereinabove. Owner agrees to promptly pay all veterinarian's fees and expenses directly to the veterinarian upon receipt of an invoice. Owner agrees that **in no event** shall Happy Tails extend credit to Owner to pay for veterinary care or assume Owner's responsibility to pay for veterinary care. Owner is **solely responsible** for all veterinary expenses.

4. Owner agrees that all charges incurred by Owner shall be payable upon pick-up of Pet. Happy Tails shall have and is hereby granted a **lien** on the pet for any and all unpaid charges incurred to Happy Tails. Owner hereby agrees that in the event the charges are not paid when due in accordance with this contract, Happy Tails may exercise its lien rights upon ten days written notice given by Happy Tails to Owner by certified mail to address shown on contract. Happy Tails may dispose of pet for any and all unpaid charges, at private or public sale, in the sole discretion of the Happy Tails, and Owner specifically waives all statutory or legal right to the contrary. If such sale shall not secure a price adequate to pay such cost of board or other charges delinquent, plus cost of sale, then Owner shall be liable to Happy Tails for the deficiency. All monies realized by Happy Tails at such sale, over and above the charges due and costs of sale ("surplus") shall be refundable to Owner.
5. Owner understands that photos or videos may be taken of my pet while residing at Happy Tails Day Care & Pet Resort. I acknowledge that any photos and /or video taken is the property of Happy Tails and I authorize Happy Tails to utilize these photos and/or videos for marketing and/or promotional purposes.

I have read, I understand, and I hereby assent and agree to all the foregoing.

Signature: _____

Print Name: _____

Date: _____