



Sharp Shooter's K9 Services

Boarding/Kenneling Terms of Service Agreement

This Agreement (this "Agreement") is between **Sharp Shooter's K9 Services LLC**, and the undersigned pet owner (hereinafter called "Owner"). In consideration of SSK9's boarding of the Owner's pet (the "Pet") at SSK9's kennel (the "Kennel"), SSK9 and Owner agree as follows:

1. Owner will pay a deposit in the amount of \$100 on or before the date the Pet is checked into the Kennel, and all veterinary costs for the Pet during the time the Pet is in the care of SSK9. Owner will pay the remaining rate for boarding in effect on the date in which the Pet is picked up from the Kennel.
2. All charges will be due to SSK9 by Owner on the date which the Pet is picked up from designated SSK9 location. If it becomes necessary to file suit to collect this debt, you agree to pay collection costs, interest, attorney fees, filing fees, etc., pursuant to section 408.140 RSMO.
3. Owner hereby represents and warrants that all information given about the Pet and contained in SSK9's records is true, complete and accurate; that Owner is the sole owner of the Pet, free and clear of all liens and encumbrances; and that the Pet has not been exposed to rabies or distemper within 30 days prior to the date written below.
4. SSK9 shall exercise professional care for the Pet while the Pet is boarded at the Kennel. Notwithstanding the foregoing, it is expressly agreed by Owner and SSK9 that SSK9's liability under this agreement shall in no event exceed \$X.
5. Owner is solely responsible for any and all acts of behavior of the Pet while it is in the care of SSK9. Owner agrees to indemnify, defend and hold harmless SSK9 and its respective employees, agents, officers, directors, affiliates, successors, customers, invitees, and assigns (each an "Indemnitee") from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expense (including legal fees and expenses and medical expenses) of any kind and nature whatsoever, including damages or injuries to any person or any other Pet at the kennel, which may imposed on, incurred by or asserted against any Indemnitee as a result of in any way arising out of (i) any breach of any representation, warranty, covenant or agreement made by Owner in this Agreement; or (ii) any act of the Pet.
6. SSK9 is hereby granted a lien on the Pet for any and all unpaid fees and charges hereunder. Owner agrees that in the event any such fee or charge is not paid when due in accordance with this Agreement, SSK9 may, in its sole discretion, exercise its lien rights pursuant to Section 430.150 et seq of the Missouri Revised Statutes, as amended (or any successor thereto).
7. In the event Owner fails to either (i) pick up the Pet or (ii) send written notice to SSK9 stating a new pick-up date and providing payment in full for the balance owed or (iii) provide payment in full upon pick-up of the Pet, within 10 days after the scheduled check-out time, Owner hereby authorizes SSK9 to take legal action by any means necessary, pursuant to the fulfillment of payment and returning of the Pet, and Owner

assumes any and all costs (including legal fees and expenses) of any kind and nature, which may be imposed on, incurred by or asserted against SSK9 as a result of any breach of agreement made by Owner.

8. If the Pet becomes ill or if the state of the animals health otherwise requires, in SSK9's sole discretion, professional attention, SSK9 may, but is not required to, engage the services of a veterinarian of SSK9's choosing, or to administer medicine or give other attention to the animal as SSK9 deems reasonably necessary for the health of the Pet. The fees and charges resulting therefrom shall be added to the balance owed by owner to SSK9 hereunder but shall not be considered boarding fees or charges for purpose of Section 4 of this Agreement.
9. Owner agrees not to bring any claim against SSK9 as a result of SSK9 acting or refusing to act in its discretion pursuant to Sections 7 or 8 of this Agreement.
10. Owner agrees that the Pet may be videotaped, photographed and/or recorded in any and all forms of media (hereinafter referred to as "Media") and that SSK9 may use that Media and all imaged and audio of the Pet commercially and on a worldwide, royalty free basis. SSK9 shall be the exclusive owner of the Media and the copyrights embodied therein.
11. This Agreement contains the entire agreement between the parties. All terms and conditions of the Agreement shall be binding on the heirs, administrators, personal representatives and assigns of the Owner and SSK9. This Agreement shall be governed by the laws of the State of Missouri, without regard to its conflict of laws principles. Jurisdiction and venue for arbitration shall be exclusively in St. Louis County, Missouri.
12. Any controversy or claim arising out of or related to this Agreement, or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this Agreement, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgement upon the award rendered by an arbitrator may be entered in any Court having jurisdiction thereof. The arbitrator shall, as part of his award, determine an award to the prevailing party of the cost of such arbitration and reasonable attorney's fees of the prevailing party.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date hereinafter set forth.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

SHARP SHOOTER'S K9 SERVICES, LLC

OWNER: _____
(name)

Date: _____

OR

Phone #: _____

Owner's Agent: _____
(name)

Email: _____

