

Boarding Contract or Contract with Country Dog Kennels

Agreement made on the _____ (*date*), between

(Owner Info:) _____

(*Street address, city, county, state, zipcode*)

and **Country Dog Kennels**, referred to herein as **Kennel**.

For and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**** WE REQUIRE "3" vaccines to be up to date:: Rabies, DHLPP Bordetella. We also require negative and current fecal within 6 months of the boarding date.**

We highly recommend flea and tick preventative, to ensure a flea and tick free environment, we ask not to bring any bedding, fabrics, or plush toys. We also ask to not bring any raw hides.as they can be a choking hazard, we provide guests with premium bedding and treats

We also highly recommend Canine Influenza -H3N8 & H3N, but again we only highly recommend it but not required.

ALL VACCINES MUST BE GIVEN NO LESS THAN "3" DAYS PRIOR BY YOUR LICENSED VETERINARIAN AND EMAILED TO US BY YOUR VET ONLY. (NO EXCEPTIONS)

Vaccination records have to be received WITH your service contract. IF, we do not receive vaccination records we cannot hold a kennel for you.

NO RETRACTABLE LEASHES ALLOWED.

EXTENDED STAYS-

Clients that choose to do Extended Stays over 7 days will have to pay every 7th Day of this stay, no exceptions. If the amount is not paid on the 7th Day we then will decide to contact the

Sheriff's Department and notify them that the dog has been abandoned and we will then surrender the dog over to their custody and the dog will be taken and processed at the Humane Society. Clients must understand that if this happens you will be responsible for the fees Through the Sheriff's Department and Humane Society as well as additional fees from Country Dog Kennels LLC.

Owner's initials _____

1. Information About Dog or Pet

A. Name of Dog or Pet _____

B. Name of Veterinarian _____

Phone Number _____

PAYMENT:

Cash or check only. Due at the time pick up. They will be a \$50 fee for return check.

>>>>NO FEMALES IN HEAT<<<<

if your dog goes into heat you will be responsible to remove the dog.

****** NO Human or Dog AGGRESSIVE DOGS PERMITTED ******

J. Does your Dog have a tendency to do any of the following:

1. Jump _____
2. Climb fencing _____
3. Run Away _____
4. Dig _____
5. Excessive barking _____

Need to bring!

- Please bring enough food for the duration of your dog's stay, in a sealable container. And treats.
- Please bring enough medication for the duration of your dog's stay, if needed.

M. **Strict Dog Bed Policy:** All dogs will be given an elevated dog bed. IF, your dog is known to be destructive let us know immediately for you will be responsible for damages/replacement fees (\$65)

N. Has Dog been boarded before: _____

O. Any signs of separation anxiety or stress when boarded _____

P. Medications

**** Owners are responsible to BRING pets medications.****

1. Name and dosage _____

2. When does medication need to be administered _____

* use backside if needed*

Q. Type/Brand of food: _____

Medications are \$2 per med per application

Injections \$5 each

3. Length of Time to be Boarded

A. Number of days _____. **Owner hereby agrees to pay the rate of**

\$35.00 PER DAY (5x5) 1- Large/Med size dog only per kennel

**\$55.00 PER DAY (5X10) 1- Jumbo or 2-large/Medium size dog(s)
per kennel.**

2 Dogs (5x5) - \$65

2 Dogs (5x10) - \$100

Owner's initials _____

Same family pets may stay together. However, unaltered pets of the opposite genders, over 6 months in age, must be boarded in separate suites.

B. **Owner** understands and agrees that the above rates will be doubled, on a per day basis, for each extra day the Dog is boarded, if the Dog is not retrieved by the **Owner** by the agreed upon boarding time period stated herein. **Owner's initials** _____

C. \$50.00 GO-HOME BATH PER DOG (upon request only)

D. \$20.00 NAIL TRIM ONLY (upon request only)

4. *Kennel* agrees to exercise due and reasonable care to board the Dog for the *Owner*. *Kennel* does not assume and shall not be held responsible for any liability with respect to the Dog listed in this agreement, of any kind, character, or nature whatsoever, arising out of or from the boarding of this Dog, or any damages which may accrue from any other cause whatsoever, including loss by fire, theft, running away, injury to persons, animals or property, unavoidable causes, or death or injury to any other animal caused by the within named Dog during the term of this contract, whether this Dog be on the premises of the *Kennel* or not. *Owner* hereby agrees to be and is solely responsible for any and all acts of behavior of said Dog at any time within the term and time for the contract. In no case shall the *Kennel* be in any way liable or responsible.

5. Under no circumstances shall the *Kennel* be liable to the *Owner* or any third party in an amount exceeding the sum of One Hundred Dollars (\$100.00). *Owner* agrees not to claim any damages against said *Kennel* of any nature whatsoever, either by way of contract, equity, negligence or otherwise, in excess of said sum.

6. *Owner* specifically covenants, warrants and represents the following:

A. He/she is the sole owner of said animal;

B. There is not now any lien or mortgage against said animal; and

C. The animal has not been exposed to distemper or rabies within the last thirty days, and that the required annual license has been obtained.

7. *Kennel* shall have, and *Owner* hereby grants to *Kennel*, a lien on the aforesaid animal for any and all unpaid boarding and/or other charges resulting from the boarding of said animal within the *Kennel*. The *Owner* hereby agrees that in the event the monthly or weekly boarding charges are not paid within thirty days after they become due and payable in accordance with the terms of this contract, the *Kennel* may exercise its lien rights, and ten days after notice to *Owner* may dispose of said animal for any and all unpaid charges, at private or public sale, and *Owner* specifically waives and claims if such sale does not secure a price adequate to pay such costs of board and/or other charges delinquent plus costs of sale, then *Owner* shall and must pay to *Kennel* the difference. Any monies realized by the *Kennel* at such a sale, over and above the charges due and cost of sale shall be returned to the *Owner*. Notice shall be conclusively deemed to have been given pursuant to this paragraph if notice in writing of such intended sale shall be mailed by registered mail to the *Owner* of the within named animal at the address given herein, and no further notice shall be required.

8. If the animal becomes ill, or *Kennel* suspects animal is ill, the *Owner* shall be notified at once, collect, if possible, or such attempt shall be made to so notify the *Owner*, and if *Owner* does not immediately inform the *Kennel* regarding measures to be taken or if the state of the Dog's health requires quick action, the right to all a veterinarian or to administer medicine or to give advisable attention within the discretion of the *Kennel*, and such expenses being reasonable in amount shall be promptly paid by *Owner*.

9. Unless *Owner* files with *Kennel*, within thirty days from the date the animal is removed from *Kennel*, a written demand for any claimed injury or damages resulting from the boarding of said Dog under this contract, said *Owner* shall and does hereby waive any and all rights which he may have against the *Kennel* for any liability arising under this contract, for damages, or otherwise.

10. The animal may to be taken off premises by the *Kennel* without the consent of the *Owner*.

11. *Owner* personally guarantees full payment of the boarding fees. Interest charged on an overdue bill shall be at the maximum rate allowed by law, but not to exceed 1.5% per month, compounded daily.

12. *Owner* hereby attaches proof of current rabies immunization, distemper, hepatitis, *leptospirosis* and canine cough vaccinations as required by law.

13. Severability

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

14. No Waiver

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

15. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

16. Notices

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

17. Attorney's Fees

In the event that any lawsuit is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

18. Mandatory Arbitration

Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

19. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

20. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

21. Assignment of Rights

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

22. In this contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns, singular includes plural and masculine includes feminine.

(Printed name)

(Country Dog Kennels LLC)

(Signature of Pet Owner)

(Date)