

FOX HOLLOW KENNEL BOARDING CONTRACT

This is a contract between Fox Hollow Kennel LLC and the pet owner whose signature appears below hereinafter called "Owner").

1. Owner agrees to pay the vacation rate for boarding or training boarding in effect on the date pet is checked into Fox Hollow Kennel, as posted in on our website and as discussed prior to booking.
2. Owner further agrees to pay all costs and charges for special services requested, and all veterinary costs for the pet during the time said pet is in the care of Fox Hollow Kennel LLC. *Furthermore, if Owner wishes to have pet seen by a vet other than those used by Fox Hollow Kennel, Owner agrees to have credit card information on file with said veterinarian.*
3. Owner further agrees that the pet shall not leave Fox Hollow Kennel until all charges are paid to kennel by Owner.
4. By signing this Contract and leaving his/her pet with Fox Hollow Kennel LLC, Owner certifies to the accuracy of all information.
5. Fox Hollow Kennel LLC shall exercise reasonable care for the pet delivered by the Owner to kennel for boarding. It is agreed by Owner and Fox Hollow Kennel LLC that Fox Hollow Kennel LLC's liability shall in no event exceed the lesser of the current chattel value of a pet of the same species or the sum of \$300.00 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 Fox Hollow Kennel LLC.
6. Owner specifically represents that he or she is the sole Owner of the pet, free and clear of liens and encumbrances.
7. Owner specifically represents to Fox Hollow Kennel LLC that the pet has not been exposed to rabies or distemper within a thirty-day period prior to boarding. Owner also specifically represents that the pet is current and up to date on all CORE vaccinations or has adequate titers within the last 6 months. Owner shall provide proof of one.
8. All charges incurred by Owner shall be payable upon pick-up of pet. Fox Hollow Kennel LLC shall have, and is hereby granted, a lien on the pet for any and all unpaid charges resulting from boarding pet at the kennel. The Owner hereby agrees that in the event the boarding charges are not paid when due in accordance with this contract, Fox Hollow Kennel LLC may exercise it's lien rights upon ten days written notice given by Kennel to Owner by certified mail to address shown on contract. Kennel may dispose of pet for any and all unpaid charges, at private or public sale, in the sole discretion of the Kennel, and Owner specifically waives all statutory or legal rights to the contrary. If such sale shall not secure a price adequate to pay such costs of board or other charges delinquent, plus costs of sale, then Owner shall be liable to Fox Hollow Kennel LLC for the difference. All monies realized by Fox Hollow Kennel LLC over and above the charges due and costs of sale, shall be paid by Kennel to Owner.
9. If pet becomes ill, or if the state of the animal's health otherwise requires professional attention, Fox Hollow Kennel LLC, in its sole discretion, may engage the services of a veterinarian or administer medicine or give other requisite attention to the animal and the expenses thereof shall be paid by the Owner.
10. 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 assigns of the Owner and Fox Hollow Kennel LLC.
11. Any controversy or claim arising out of or relating to this contract, or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this contract, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment 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 costs of such arbitration and reasonable attorney's fees of the prevailing party.

X

Owner Signature & Date

X

Kennel Representative Signature & Date