## Terms & Conditions for Nickell LLC DBA Kadillac Kennels LLC (10-08-24)

#### Vaccination Status, Health, & Behavior:

- 1. All pets must have up to date vaccinations. These must be completed and received by Kadillac Kennels prior to using our facility. For dogs, this certificate or written receipt from a veterinarian must include but not be limited to: Rabies, DHLPP, and Bordetella. For cats, this certificate or written receipt from a veterinarian must include but not be limited to: Rabies and FVRC-P-C. Records may be emailed to <a href="mailto:info@kadillackennel.com">info@kadillackennel.com</a>
- 2. Owners must apply a flea and tick treatment before checking in their pet(s).
- 3. If your pet is ill from common canine or feline maladies such as viruses, allergens, and digestive upset, please do not bring them to the kennel. Kadillac Kennels will not accept a pet(s) that we feel is exhibiting any sign of illness.
- 4. It may be necessary for employees of Kadillac Kennels to lift your pet up off of the ground from time to time, especially for pets who are disabled or geriatric. If you do not want your pet to be picked up, then please notify the staff upon check in.
- 5. You must notify Kadillac Kennels if you have a female dog that is in heat. She will be allowed to stay but will be kept alone during play time.
- 6. Owner understands that if their pet has a history of aggression or biting (human or other animals) that this must be disclosed to the kennel prior to the use of the facility. Owner must also disclose any behavior or digging, climbing, or jumping fences.
- 7. Owner is liable for any medical care expenses, damages to property, or injuries to other pets or humans that were caused by their pet. Owner assumes full financial responsibility for any and all expenses incurred.

#### General Housekeeping Items:

- 1. You may reserve/book a boarding/daycare/grooming appointment online from our website or by telephone. Kadillac Kennels will confirm the request to verify availability. Once confirmed, a 50% deposit is required to secure your reservation. A \$35 handling fee will be assessed for any returned checks. A 3.5% convenience fee will be added to any credit card forms of payment.
- 2. By booking a reservation for boarding, daycare, or grooming and signing this Terms and Conditions Agreement, you are saying that you are the Pet's Owner or have the authority to bring the pet.
- 3. Kadillac Kennels requires that food be brought from home and divided into serving quantities that are individually bagged in a container that seals (such as a Ziploc bag or plastic jar with a lid). Kadillac Kennels will provide food if you do not bring your own at a cost of \$6 per day per pet.
- 4. If you are boarding two or more pets, you may request that two or more stay in the same suite. Depending upon the size of your pets, we can accommodate this up to the maximum allowed by the state of North Carolina. A reduced price will apply toward your second or third pet.
- 5. We do NOT allow any blankets or bedding to be brought from home. Kadillac Kennels will provide bedding and blankets for your pet while they are staying. You may bring a small toy for your pet(s). Kadillac Kennels will not be responsible if the toy is lost or torn up during the stay.
- 6. Our business hours are 7am to 6pm Monday through Saturday; Sundays and some holidays 2:30pm to 5:30pm only. We are closed Thursday and Friday of Thanksgiving, closed 12/24, 12/25, and 12/26 for Christmas. Pick ups are before 12 noon Monday Saturday. A \$5 per hour up to a maximum of \$25 will be assessed for late pick ups after 12 noon. Pick ups on Sundays are 2:30pm to 5:30pm.
- 7. In the event that you must cancel a reservation, please do so as soon as possible. If a reservation for boarding is cancelled and depending upon the circumstances, a cancellation fee of 25% of the total booking up to a maximum of \$100 plus the credit card convenience fee (if applicable) will be assessed. The difference between the deposit and the cancellation fee will be refunded to you. If you have not yet paid the deposit, then the cancellation fee will be applied to your account and must be paid before any new bookings may be confirmed.
- 8. By signing these terms, you are giving your consent that any visual and/or oral content and images of yourself and your pet(s) may be used for purposes of monitoring the safety and wellbeing of your pet, for the protection of employees and visitors, for education and management of employees. You further are giving your consent to the publication and re-publication of the content of your oral and visual capture electronically for the purposes described for positive marketing and on social media platforms.
- 9. Pets are considered to be abandoned if they are not picked up by the owner(s) or authorized individual(s) after 10 days following the arranged pick up date. Abandoned pets will be turned in to the local animal shelter.
- 10. Owner agrees to allow their pet to co-mingle with other boarded pets during play time.

### **Emergency Situations:**

- 1. If the pet should for any reason whatsoever become ill or injured, "the Affected Pet" during the pet's stay at Kadillac Kennels, then Kadillac Kennels shall be entitled at its absolute discretion to do any one or more of the following:
- a. Contact the Pet Owner to collect the pet if the Owner is contactable.
- b. Contact the Emergency contact person if the pet owner is not contactable.
- c. Contact the Pet's veterinarian or pet clinic if the pet owner and the emergency contact person(s) are not contactable.
- d. Provide such medical attention or care which Kadillac Kennels deems is necessary or appropriate at any animal hospital or pet clinic chosen by Kadillac Kennels.
- e. Keep or maintain the Affected Pet by engaging a veter inarian until collection by the Pet Owner.

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- 2. Pet Owner acknowledges, accepts, agrees, and understands that there is a risk that the pet can become ill or injured during its stay at Kadillac Kennels.
- 3. Pet Owner waives all rights and claims against Kadillac Kennels and further agrees not to hold or make Kadillac Kennels liable for any injury or illness or death to the Affected Pet
- 4. Pet Owner also waives all rights and claims against Kadillac Kennels and further agrees not to hold or make Kadillac Kennels liable for any action or decision made or taken by Kadillac Kennels concerning the Affected Pet.
- Pet Owner will provide the following contact information upon making a reservation:

Pet Owner's contact details; name and telephone number of Emergency Contact Person; name and telephone number of the Pet's veterinarian or pet clinic;

- 6. If the Emergency Contact Person or the Pet's Veterinarian/Doctor is prepared to collect the Affected Pet, the Pet Owner authorizes Kadillac Kennels to release the Affected Pet to the Emergency Contact Person or the Pet's Veterinarian/Doctor as the case may be who shall then assume full responsibility for the Affected Pet's condition and consequences. For the avoidance of doubt such responsibility includes financial responsibility for the Affected Pet's care and attention.
- 7. If Kadillac Kennels should maintain the Affected Pet, Kadillac Kennels may charge the Owner the expenses to maintain and care for the Affected Pet's illness or injury. Owner further assumes full financial responsibility for any and all expenses incurred.

## Grooming Services Release and Waiver:

- 1. Owner is subject to all clauses of this agreement.
- 2. Owner shall disclose to Kadillac Kennels all known dangers associated with their pet, as well as any information that may be needed to insure a successful grooming experience.
- 3. Occasionally, grooming can expose hidden medical problems or aggravate a current problem. This can occur during the grooming service or even after the pet has returned home.
- 4. Owner understands that senior pets (age seven (7) years or older) may have a greater chance of injury during grooming.
- 5. Owner understands that if their pet is severely tangled and/or matted, there is greater risk of injury, stress, and trauma. All precautions will be taken, however, problems may arise during or after grooming such as nicks, clipper irritation, and mental or physical stress.
- 6. Owner understands that advertised quoted prices prior to actually grooming the pet are only estimates. Final price will depend on the temperament of each pet and the length and condition of its coat. Extra charges apply for pets that are matted and/or difficult to manage.

Kadillac Kennels has the right to refuse service to anyone and their pet at any time for any reason.

#### Agreement to Hold Harmless, Waiver and Assumption of Risk:

- 1. Notwithstanding any term or condition in this agreement, the liability of Kadillac Kennels, LLC to Pet Owner under this agreement for any liability whatsoever (which shall include but is not limited to the death and loss of the pet) and in total shall be limited to a maximum sum of One Hundred Dollars (\$100.00) only.
- 2. Pet Owner agrees to indemnify Kadillac Kennels LLC in full against all costs, claims charges, demands, damages and losses in the event the pet causes any injury to other pets or animals or persons at Kadillac Kennels or causes any damage to Kadillac Kennels premises.
- 3. This agreement is in effect upon the date of signature below and will remain in effect for any future dates or bookings of Pet Owner's pets to Kadillac Kennels, LLC.

Pet Owner's Printed Name:		
Pet Owner's Signature:		
Date:		
Kadillac Kennels Owner Signature:	t Sinher	Ony N.Ekul

Kadillac Kennels Owner's Printed Name: Robert and/or Amy Nickell