



Pet Care Agreement

This Liability Waiver & Agreement (hereinafter "Agreement") is between Big Ears Boarding LLC ("BEB") and the following pet owner(s) ("Owner"):

The parties to this Agreement, identified-above, shall be collectively referred to herein as ("the Parties").

The signing of this Agreement is a one-time requirement and shall remain in full force and effect, for an unspecified period of time, with its terms applicable to the Parties each time BEB provides boarding services to Owner (hereinafter "Service") for Owner's pet(s) named as follows, ("the Pet"):

1. Owner agrees to pay the rate for Service in effect at the time, with such rate varying, as applicable in advance on the date Pet is checked into BEB, with such rate being applicable until the Pet is released from BEB's care. Owner further agrees to pay all costs for special services requested and all veterinary costs for the Pet during the time the Pet is in the care of BEB.

2. Owner further agrees that the Pet shall not be allowed to leave the BEB until all fees and costs (as due) are paid to BEB by Owner.

3. By signing this Agreement and leaving the Pet with BEB, Owner certifies to the accuracy of all information given about the Pet, and that BEB's liability shall in no event exceed the lesser of either the current value of a pet of the same breed, or the sum of \$200 per pet boarded. Owner further agrees to be solely responsible for any and all acts or behavior of the Pet while it is in the care of the BEB, including but not limited to the destruction of BEB property, injury to BEB Staff and other pets in the care of BEB. Owner shall indemnify and hold BEB harmless for any such damages.

4. Owner specifically represents that he or she is the legal Owner of the Pet and has the full and absolute right to board the Pet.

5. If Owner does not contact BEB, or pick the Pet up after 7 days has elapsed PAST THE SCHEDULED PICK UP DATE, the Pet shall be deemed abandoned, and Owner grants BEB authority to place the Pet in the protective care of a rescue group or other pet shelter entity.

6. BEB requires that the Pet be vaccinated for Rabies and Bordetella or demonstrate evidence of blood test antibodies for Rabies and Bordetella within the last year of the date of boarding.

7. Owner also provides BEB permission to contact the Pet's veterinarian, while the Pet is in BEB's care, or after care, for any sickness or injury.

8. If Pet becomes ill, or is showing symptoms of respiratory illnesses, including canine cough, or has been diagnosed with upper respiratory disease or if the state of the Pet health otherwise requires professional attention, every reasonable attempt will be made to contact the Owner to direct care. However, if Owner is unreachable, BEB at its sole discretion, may provide veterinary care or engage the services of a Veterinarian of BEB's choice, which may include after-hours care, with Owner being responsible for all associated fees and costs (as due).

9. BEB is not responsible for lost or damaged pet accessories or possessions belonging to the Owner during the Pet's stay, so Owner is cautioned to leave pet valuables at home.

10. Owner understands that despite the best efforts of care and BEB cleanliness, certain communicable diseases, especially, but not limited to, upper respiratory illnesses may be unavoidable in any multiple animal facility. Veterinary care, for which Owner shall be responsible, will be sought in the event the Pet contracts such illness.

11. Owner understands that BEB Staff are not veterinarians and must follow strict guidelines when administering medication to Pet. Medication will be administered according to the dosage prescribed on the medication bottle and BEB will not deviate from the prescription, to include the following: 1) medication must be in the original pharmacy container; 2) must have a label with Owner and Pet name, drug name, dosage; veterinarian's name and date of issue. Non-prescription/Non pet products can be administered by BEB Staff, only upon receipt from Owner, of a completed and signed Non-Prescribed Medication Waiver.





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12. BEB is careful to provide appropriate and adequate supervision for all pets in their care. However, dogs in particular are prone to rough play, and injuries can occur. Owner acknowledges that certain risks of injury in the daycare and boarding setting do exist, and Owner agrees to hold BEB harmless for all injuries resulting from the Pet's activities at the BEB.

13. If the Pet is found to display aggressive action towards another pet or BEB Staff Owner accepts responsibility for any Veterinary care to other pets and/or Medical care to BEB Staff resulting from Pet's action. Owner further agrees to accept responsibility for any related costs arising from incident, including the cost to repair or replace property damaged or destroyed by the Pet. Owner agrees that, should a dispute arise from any action involving the Pet, BEB reserves the right to release Owner's name, address, phone number, or other pertinent information to those involved, to include, but not limited to, legal entities, animal control and/or law enforcement.

14. Owner represents that the Pet is in a good state of health and affirms that the Pet will not prove dangerous or damaging to other pets, has not shown aggressive or otherwise threatening behavior to humans or other animals and is of such a temperament that it does not pose a hazard to itself, other animals, BEB Staff and/or the facility.

15. All Pets participating in boarding must satisfactorily pass a temperament evaluation & health check to be administered by BEB Staff. The evaluation and passage thereof, shall be solely at the discretion of BEB Staff and is conducted to provide for the safety of the Pet, other animals and BEB Staff. BEB Staff reserves the right to refuse service to a pet that may be a hazard to itself, other animals or BEB Staff, at their sole discretion, and BEB Staff is authorized to give the Pet a re-test, as they deem necessary.

16. BEB does not require that Pets be spayed or neutered. If the Pet is not spayed or neutered, however, the Pet will be placed for boarding in individual care, away from other pets who are not spayed or neutered, and Owner will be responsible for any additional charges.

17. Owner hereby gives absolute right and permission to BEB or BEB Staff, its agents, licensees, successors and assigns to use my likeness or that of the Pet for any purpose whatsoever, including, but not limited to, to publish, broadcast, and copyright my voice and video recording, name, picture, and likeness, or any material based upon or derived therefrom, or to refrain from so doing, in any manner or media whatsoever for all purposes whatsoever for any and all media and related advertising and promotion thereof. Owner agrees that any voice and video recording, picture, or likeness of Owner, or anything derived therefrom created by BEB is owned by BEB. Owner shall have no right of approval, no claim to additional compensation, and no claim (including, without limitation, claims based upon invasion of privacy, defamation, or right of publicity) arising out of any such use, alteration, distortion, or illusionary effect or other use in any composite form.

18. Any controversy, claim or potential cause of action arising out of, or relating to this Agreement, or a breach thereof, by any party to this Agreement shall be subject to Minnesota state law and venue in Steele County, Minnesota and the court costs and reasonable attorney fees shall be paid by the non-prevailing party.

19. In the rare and unfortunate event that the Pet dies in the care of BEB, the Pet shall be taken to a Veterinarian (within city limits) and will be maintained there for pick-up or further instruction by Owner. Should BEB Staff be unable to reach the Owner after a reasonable time period, BEB Staff will decide, at their sole discretion on the method of after death care to be given to the Pet.

I authorize the Pet to commingle with other pets at the sole discretion of BEB and BEB Staff and that the Pet may come into contact with animals that have not been vaccinated.

I fully understand and agree to the terms of this Agreement as of _____, 20____ and that such terms will become effective on the first date of service and will continue in effect for an unspecified period of time and applicable each time I bring Pet in for service at BEB.

Pet Owner Signature: _____

