

## **AGREEMENT AND TERMS AND CONDITIONS FOR ALL SERVICES AT ACME CREEK KENNELS**

### **GENERAL**

This Agreement and Terms and Conditions (collectively, this, "Agreement") constitutes a binding legal agreement between you and Acme Creek Kennels ("Acme Creek"). This Agreement applies (i) to all services provided and events sponsored by Acme Creek, including boarding, daycare, grooming, training and use of the play yard and (ii) each and every time you visit Acme Creek or attend an event sponsored by Acme Creek after the date hereof whether or not you are asked to sign this Agreement at another future time. Acme Creek reserves the right to refuse service or participation to any person at any time.



### **VACCINATION POLICY/FLEAS AND TICKS**

To prevent the spread of disease while your pet is at Acme Creek, pets must be current on rabies, bordetella and distemper vaccinations. It is your responsibility to provide proof of vaccination history for each animal that comes on our premises. You further understand that even if a pet is vaccinated against kennel cough (bordetella) or other illnesses, it is possible that a pet may contract kennel cough or another illness during its stay at Acme Creek. You specifically agree that Acme Creek shall in no way be responsible for death or injury should your pet contract kennel cough for another illness while at Acme Creek. If your pet is found to have fleas and/or ticks, it will be bathed and/or treated by Acme Creek at your expense. If Veterinary products are required you will be responsible for any Veterinary expenses and delivery charges.



### **MEDICAL TREATMENT POLICY**

If your pet requires medical attention, Acme Creek will attempt to contact you for instructions regarding care. If Acme Creek is unable to contact you, or if Acme Creek otherwise determines in good faith that the condition of the pet requires immediate medical attention, medical attention will be given for your pet from a veterinarian selected by Acme Creek in its discretion. All costs and expenses incurred by a veterinarian are your sole responsibility and will be paid promptly by you including delivery fees.



### **YOUR PET'S VISIT TO ACME CREEK KENNELS**

If your pet is left in our care for boarding, grooming, or day care, Acme Creek will provide your pet with a clean, safe and properly enclosed kennel environment. Your pet will not be removed from the Acme Creek premises except with your prior consent or in the case of emergency. Standard precaution will be used against the injury, escape or death of pets. Acme Creek will not be held responsible for injuries that occur, provided that standard care and precautions have been followed as determined at the sole discretion of Acme Creek. You expressly agree that Acme Creeks' liability in the event that standard care and precaution are not provided by Acme Creek shall in no event exceed the lesser of (i) the current chattel value of a pet of the same species or (ii) \$500.00.



### **THERE ARE INHERENT RISKS ASSOCIATED WITH GROUP ACTIVITY**

You agree and understand that there are inherent risks when dealing with animals and humans in group situations. Such risks include problems associated with rough play, such as bite wounds and scratches, the aggravation of existing medical conditions, and in rare instances death. You understand and agree that under no circumstances shall Acme Creek be responsible for illness, injury or death (including aggravation of existing injuries or conditions) to pets participating in group activities (including training classes, day care and play time). You consent to your pet's participation in group activities, acknowledge the foregoing risks and limitation on liability. We are not liable for pets that climb over, jump or break the enclosure they are in.



### **PAYMENT FOR SERVICES**

All fees and expenses are payable when your pet is picked up unless other arrangements have been made with Acme Creek. Applicable fees for any services are those in effect on the date a pet is checked into Acme Creek or comes to Acme Creek for a service, and not those in effect when that appointment or reservation is made (if earlier). Rates are subject to change without prior notice. If any fees or expenses payable by you are not paid within ten (10) days after they are due, or if your pet is not claimed within ten (10) days of its scheduled pick up date, Acme Creek reserves the right to exercise any and all remedies available to it at law or in equity, including, without limitation, the right to sell your pet in accordance with applicable law. You agree to promptly notify Acme Creek of incurred as a result of a change in a scheduled pick up date.

**\*Your pets boarding charges start the day your pet comes in.**

**You must pick up prior to our check out time in order to not pay for the next day. There are no exceptions to this policy. This is your responsibility not the staff's.**

**Sunday is board charge a full day.** You may drop off or pick up between 12PM and 4PM

**Check out times are as follows-Mon-Sat. 1PM**

**Sunday full days charge**

**Acme Creek accepts Cash or Checks only**

### **RELEASE FORM LIABILITY/INDEMNIFICATION**

As additional consideration for Acme Creek accepting your pet for any and all services, you hereby release Acme Creek from any and all liability (except as expressed set forth above under the heading "You're Pet's Visit to Acme Creek), cost and expenses resulting from or related to (i) loss or damage to your pet, including loss or damage resulting from or caused by disease, running away, theft, fire, participation in group activities or other animals or people or (ii) loss or damage to persons or property caused or alleged to be caused by your pet. In addition, you agree to indemnify and hold harmless Acme Creek and its employees from any and all claims resulting from any action by your pets.



The undersigned specifically represents that he or she is the owner of the pet(s) that are brought to Acme Creek for services or that the undersigned has been authorized agent of the owner. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Acme Creek and the undersigned have agreed to these terms and conditions as of the date set forth below.

**OWNER** \_\_\_\_\_ **Date** \_\_\_\_\_ **EMAIL** \_\_\_\_\_