## Cappa's **\*** Kennel

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## **BOARDING AGREEMENT**

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Owners			Email			
Address			City		StateZip	
Owners Telephone numbers: Cell			Home	Work		
Emergency Contact Name			Telephone			
et			Telephone			
Dog's Inform	ation:					
Name			Breed			
					Spayed Y/N	
Food						
Has your dog eve	er bitten anyone?	If yes, explain				
Special Instruction	ons:					
How did vou	hear about C	appa's Kennel	? ?			
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Date in	Drop Off	Date out	Pick Up		Comme	ents
	Time*		Time*			

Please read and sign Cappa's Kennel Boarding Agreement on the back of this form

Total

## **BOARDING AGREEMENT**

This is a contract between **Cappa's Kennel** (hereafter called "Kennel") and the dog owners whose signature appears below (hereafter called "Owner").

- 1. Kennel agrees to exercise due and reasonable care and to keep the Kennel premises sanitary and properly enclosed.
- 2. Owner's dog is to be fed according to owner's instructions and housed in clean, safe quarters.
- 3. All dogs are boarded or are otherwise handled or cared for by Kennel without liability on Kennel's part for loss or damage from disease, theft, fire, death, running away, injury, or harm to persons, or other dogs, or property by said dog, or other unavoidable causes, due diligence and care having been exercised.
- 4. Owner agrees to pay the rate for boarding. Charges include the day of drop off through, and including, the day of pick up.
- 5. Owner further agrees to pay all costs and charges for special services requested and all veterinary costs for the dog while in the care of the kennel.
- 6. By signing this contract and leaving Owner's dog with Kennel, Owner certifies to the accuracy of all information given about said dog.
- 7. Kennel shall exercise reasonable care for the dog delivered by the Owner to Kennel for boarding. It is expressly agreed by Owner and Kennel that Kennel's liability shall in no event exceed the lesser of the current chattel value of a dog of the same species or the sum of \$200.00 per dog boarded. The Owner further agrees to be solely responsible for any and all acts or behavior of said dog while it is in the care of the kennel.
- 8. Owner specifically represents that he or she is the sole owner of the dog, free and clear of all liens and encumbrances.
- 9. Owner specifically represents to Kennel that the dog has not been exposed to rabies or distemper within a thirty-day period prior to boarding.
- 10. All charges incurred by Owner shall be payable upon pick-up of dog. Owner further agrees that dog shall not leave the Kennel until all charges are paid to Kennel. The Kennel shall have, and is hereby granted, a lien on the dog for any and all unpaid charges resulting from boarding dog at the Kennel. The Owner hereby agrees that in the event the boarding charges are not paid when due in accordance with this contract, the Kennel may exercise its lien rights upon ten days written notice given by Kennel to Owner by certified mail to address shown on contract. Kennel may dispose of dog for any and all unpaid charges, at private or public sales, in sole discretion of the Kennel and Owner specifically waives all statutory or legal rights to the contrary. If such sales shall not secure a price adequate to pay such costs of board or other charges delinquent, plus cost of sale, then Owner shall be liable to Kennel for the difference. All monies realized by Kennel at such sale, over and above the charges due and costs of sale, shall be paid by Kennel to Owner.
- 11. If dog becomes ill or if the state of the animal's health requires professional attention, the Kennel, in its sole discretion, may engage the service of a veterinarian of its choosing to give requisite attention to the animal as directed by the veterinarian. All expenses for professional services shall be paid by Owner.
- 12. This contract contains the entire agreement between the parties. All terms and conditions of this contract shall be binding on the heirs, administrators, personal representative and assigns of the Owner and the Kennel for this visit and for all subsequent visits.
- 13. 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 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.
- 14. The arbitrator shall as part of this award, determine an award to the prevailing party of the boasts of such arbitration and reasonable attorney's fees of the prevailing party.
- 15. During peak season, in order to secure a reservation, payment in full for the entire stay is required. If your dates change, please give us at least 14 days' notice prior to your originally scheduled drop off day. We will then apply any unused days to a future stay. Any additions to the length of your stay must be paid prior to or at drop-off. In the event that a 14-day notice is not given, prepayments are nonrefundable If you must CANCEL your stay during peak season, we will need at least 14 days' notice prior to your originally scheduled drop off day. In this case, we will apply your prepayment to a future stay. In the event that a 14-day notice is not given, prepayments are nonrefundable.
- 16. During non-peak season, in order to secure a reservation of 5 or more days, owner is responsible for 50% of stay. In order to secure a reservation of less than 5 days, owner is responsible for payment in full. If your dates change, please give us at least 48 hours' notice prior to your original scheduled drop off day. We will then apply any unused days to a future stay. Additional days must be paid for prior to stay. In the event 48 hours' notice is not given, prepayments are nonrefundable. If you must CANCEL your stay during non-peak season, we will need at least 48 hours' notice prior to your original scheduled drop off day in order to apply your prepayment to a future stay. In the event that a 48 hours' notice is not given, prepayments are nonrefundable.

Kennel Representative	_Date
Dog Owner	_Date