Ocoee River Dog Daycare and Resort

DAYCARE/BOARDING CONTRACT

This is a contract between Ocoee River Dog Daycare and Resort (hereinafter called "kennel"), and the pet owner

Pets)

_____, (hereinafter called "owner") whose signature appears below. This contract is for pet (or (hereinafter called "pet").

- 1. Owner agrees to pay the rate for daycare/boarding in effect on the date pet is checked out of the kennel, and further agrees to pay for all costs, late fees, and charges for any special services requested, and all veterinary cost for the pet during the time pet is in the care of the kennel. Owner also agrees that the pet should not leave the kennel until all charges are paid to the kennel by the owner. This includes any repair cost for property damage that the pet has caused during its stay at the kennel.
- 2. The Owner understands that this is a cage free play area, and temperament, and actions of their pet as well as other pets can not be predicted, owner also understands that kennel will not admit a pet into a play area that is obviously aggressive. The owner understands that pets will be exercised with other dogs during his/her stay at Ocoee Dogs Daycare and Resort. _____
- 3. The owner agrees to not hold the kennel or their agents/staff liable in any way for these acts involving a pet. If any injury occurs the owner does authorize the kennel to obtain medical or surgical treatments for the safety and comfort of the pet. If pet becomes ill or if the state of the pet's health otherwise requires professional attention, the kennel in its sole discretion may engage the services of a veterinarian or administer medicine or give other requisite attention to the pet, and the expenses thereof shall be paid by owner.
- 4. Kennel shall exercise reasonable care for the pet delivered by the owner to kennel for daycare/boarding. It is expressly agreed by both Owner and Kennel, that Kennel's liability shall no event exceed the lesser of the current chattel value of a pet of the same species or the sum of \$200.00 per animal boarded.
- 5. Owner specifically represents that he/she is the sole owner of the pet of the owner, free and clear of all liens and encumbrances.
- 6. Owner specifically represents to kennel that the pet has not been exposed to rabies or distemper within a thirty day period. _____
- 7. Owner agrees to the hours posted and will pay any, and all fees charged for arriving after closed hours.
- 8. By agreeing to this contract and leaving his/her pet with kennel, owner certifies to the accuracy of all information given about said pet, including veterinary and vaccination records.
- 9. (3.1) The kennel shall have, and is hereby granted, a lien on the pet for any and all unpaid charges resulting from boarding pet to the kennel.
- 10. (3.2) 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 10 days' written notice by certified mail to address shown on page 1 of this agreement. If owner fails to pay all charges due by the expiration of the 10-day written notice, Kennel may dispose of pet for any and all unpaid charges, at private or public sale, in the sole discretion of the kennel.
- 11. (3.3) A pet is deemed to be abandoned if owner fails to pick up or contact kennel for 7 days after date of agreed pickup. If the pet is presumed abandoned, kennel may exercise its lien rights upon 10 days' written notice given to the owner by registered mail. If no response is received by the expiration of the 10 day notice, Kennel may dispose of pet through private or public sale in the sole discretion of the kennel. If the pet cannot be sold, kennel may dispose of the pet in any humane manner.
- 12. (3.4) If sale, pursuant to 3.2 or 3.3 above, shall not secure a price adequate to pay such costs of boarding or other charges delinquent, plus costs 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 cost of sle, shall be paid by kennel to owner.
- 13. (3.5) Owner is responsible for arranging a pick up during an emergency, or evacuation.
- 14. (4.1) Any controversy or claim arising out of or relating to this contract, or beach thereof, or as the result of any claim or controversy involving the alleged neg; gence by any party to this contract, shall be settled by arbitrator in accordance with the rules of American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any court having jurisdiction thereof.

I THE OWNER DO GIVE PERMISSION FOR MY PET TO SOCIALIZE WITH OTHER DOGS.