

## CHESTERFIELD KENNEL BOARDING AGREEMENT

This boarding agreement is between Chesterfield Boarding Kennel (hereinafter called Kennel) and the pet owner(s) whose signature appears below (hereinafter called Owner).

### GENERAL PROVISIONS

- 1.1 Owner agrees to pay Kennel the rate of boarding in effect on the date pet is checked in to the Kennel (as posted in the office, and as indicated below).
- 1.2 Owner understands that boarding charges will include the day of check-in. Owner also understands that boarding charges will include the day of check-out unless check-out occurs before 12 noon during that day's regular business hours.
- 1.3 Owner further agrees to pay all costs and charges for special services requested and all veterinary costs for pet during the time said pet is in the care of the Kennel.
- 1.4 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.
- 1.5 All charges incurred by Owner shall be payable upon pick-up of pet or upon earlier billing by Kennel at address listed on page 1 of this agreement. Owner agrees that pet shall not leave the Kennel until all charges are paid to Kennel by Owner.
- 1.6 Owner agrees to provide Kennel with 3 days' notice if the end of boarding period is to be changed. If notice is not given for a reduced stay, Kennel may demand full or partial payment for the unused boarding period. If notice is not given for an extended stay, Kennel may levy a surcharge equal to 2 days' boarding in addition to other charges due.
- 1.7 This agreement contains the entire agreement between the parties. All terms and conditions of this agreement shall be binding on the heirs, administrators, personal representatives, and assigns of the Owner and the Kennel.

### REPRESENTATIONS AND WARRANTIES

- 2.1 Kennel shall exercise reasonable care for the pet delivered by the Owner to the Kennel for boarding.
- 2.2 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 pet of the same species or the sum of \$200.
- 2.3 By signing this agreement and leaving his or her pet with Kennel, Owner certifies to the accuracy of all information given about said pet on questionnaire attached as page 1 of this agreement.
- 2.4 Owner agrees to be solely responsible for any and all acts or behavior of his or her pet while it is in the care of the Kennel, including any injury or damage to other boarders.
- 2.5 Owner specifically represents that he or she is the sole owner of the pet, free and clear of all liens and encumbrances.
- 2.6 Owner specifically represents to Kennel that the pet has not been exposed to rabies or distemper within a 30-day period prior to boarding.

### NONPAYMENT OF CHARGES OR ABANDONMENT

- 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 at the Kennel.
- 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 Kennel to Owner 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.
- 3.3 A pet is deemed to be abandoned if Owner fails to pick up pet 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.
- 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 costs of sale, shall be paid by Kennel to Owner.

### DISPUTE OR CLAIM RESOLUTION

- 4.1 Any controversy or claim arising out of or relating to this contract, or breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this contract, shall be settled by arbitration 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.

KENNEL REPRESENTATIVE: \_\_\_\_\_

OWNER/RESPONSIBLE PARTY: \_\_\_\_\_ DATE: \_\_\_\_\_