

## KINGSMARK KENNELS BOARDING CONTRACT

This Contract is between Kingsmark Services, LLC d/b/a Kingsmark Kennels (hereinafter called the "Kennel") and the pet owner/representative whose signature appears below (hereinafter called the "Owner"). The term "pet" refers to all pets boarding with the same ownership or representative.

Please read each item carefully:

Owner specifically represents that he or she is the owner of the pet, or has been authorized by the Owner of the pet to enter into this Contract as the Owner's agent.

1. Owner agrees to pay the boarding rate for all services and treatments effective on the date the pet checks out of the Kennel (not when the reservation is made). Rates are subject to change.
2. Owner agrees to pay all unbilled costs and charges for services provided upon departure of pet from Kennel. Owner understands and agrees that pet shall not leave the Kennel until all charges are paid by Owner to the Kennel. Owner is aware that if the date of pick up is extended without prior approval of Kennel, there will be an additional daily charge.
3. Owner understands that there is a full-day boarding fee charged on the day of arrival (regardless of check in time), and there is a charge for the day of departure if check out is 12 noon or later.
4. Owner understands that Kennel is not a 24-hour facility. Kennels are not actively monitored between 6:00 p.m. and 6:00 a.m. Pets requiring overnight medical care, or medical monitoring or services beyond oral medications or non-invasive treatments\* should not board in our facility (\*see item #6 for options regarding non-invasive treatments). Owner represents and warrants that all known medical and behavioral history of pet has been disclosed to Kennel before boarding.
5. Owner understands that Kennel staff are not veterinarians or registered veterinary technicians. Kennel does not board any pets with medical conditions other than those stable with oral medication or injections.
6. Owner understands that if a cancellation is requested and it is not 7 days prior to the reservation check in date then the \$50.00 deposit is no longer refundable. This applies for Spring Break, Thanksgiving and Christmas. For this purpose, a current credit card number and expiration date is required in order to confirm these holiday reservations.
7. Owner agrees that if, they authorize their pet to be socialized with other animals, Owner releases Kennel from any and all liability or damage resulting from said socialization.
  - A. By my initials I consent to socializing my animal/animals \_\_\_\_\_
  - B. By my initials I consent only to socialization of my pet with other pets in my family \_\_\_\_\_
  - C. By my Initials I do not wish my animals to be socialized with any animals \_\_\_\_\_
8. Owner understands that extra charges may be added to the bill at discretion of management for special handling or treatment that is above and beyond routine care. Special handling is defined as services beyond our standard boarding care due to behavioral problems, health, or other unexpected care not anticipated at the time of check in. Owner agrees to pay all such charges.
9. Owner understands that a Trip Fee of \$25 will be added to bill for each trip Kennel makes to take pet to Owner's veterinarian or to purchase supplies for pet while boarding, and Owner agrees to pay such fees. Owner authorizes Kennel to transport pet to veterinary office in case of emergency, or in non-emergency cases where Kennel has contacted Owner or emergency contact/pet's regular veterinarian and been advised of the need for transport.
10. Kennel shall exercise reasonable care for each pet while boarding. Under this reasonable care, OWNER HEREBY RELEASES KENNEL, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY FOR ANY INJURY OR ILLNESS SUFFERED BY PET WHILE IN KENNEL'S CARE AND AGREES NOT TO INITIATE ANY CLAIMS AGAINST KENNEL WITH RESPECT TO SUCH CLAIMS. Owner releases Kennel from, and waives all claims and liability against Kennel for or attributable to, injury or illness of pet, other animals, or persons. Owner agrees that Owner shall be solely responsible for any and all acts of and behavior of said pet while it is in the care of Kennel. This includes damage to kennel structure and/or Kennel property, injury to other animals or persons caused by your animal. Due to the inherent unpredictable nature of animals, outdoor conditions, pests, and other factors beyond the control of Kennel, Kennel cannot guarantee the absolute safety of your animal but will, at all times, exercise reasonable care to keep your animal safe and happy. Without limiting the foregoing, Kennel's aggregate liability for failure to perform under this agreement or for any injury or illness to an animal is hereby limited to the lesser of the costs of stay during which damages occurred, or the sum of two hundred dollars.
11. If a life threatening illness/injury occurs, the Kennel in its sole discretion may engage the services of a veterinarian of Kennel's choosing for evaluation and treatment, regardless of your emergency treatment authorization in order to keep your pet stable. Expenses thereof shall be paid by Owner. Owner authorizes Kennel to use credit card on file for payment of veterinary services at the time service is provided.
12. Owner specifically represents that pet has not been exposed to rabies or distemper within thirty days immediately prior to boarding.
13. Kennel specifically requires all pets be vaccinated against communicable diseases. Kennel reserves the right to refuse admittance to any pet that shows signs of illness or that does not meet Kennel vaccine requirements. Despite these precautions, Owner acknowledges that Owner's pet will be in an environment with other pets during boarding, and understands that any pet may harbor and spread a communicable disease. Owner releases Kennel from, and waives all claims and liability against Kennel for, all losses, damages, costs, and expenses arising out of or in connection with any communicable disease contracted by Owner's pet during boarding. Owner understands and agrees to abide by Kennel's vaccine policy at all times.
14. Owner understands that if pet is not picked up within two (2) days of the date agreed upon for pick-up by Owner, pet shall be deemed abandoned (unless prior arrangements are made to extend pets stay between Kennel and Owner). Kennel then has the right to place pet with a new owner or otherwise place the animal as Kennel sees fit. (See A.R.S. §3-1310). Owner shall remain responsible liable for all boarding fees.
15. Owner releases Kennel from, and waives all claims and liability against Kennel for, damage to, or loss of, personal equipment or belongings provided by Owner for pet while the pet is boarded. **KENNEL DOES NOT ACCEPT PERSONAL BEDDING OR COLLARS.** Owner agrees to limit personal belongings to three items or less per pet boarding. No breakable items are allowed in Kennel (e.g. glass, ceramic bowls, etc.). Items not taken home at check out will be deemed abandoned by Owner and will be donated or otherwise disposed of if not picked up within two (2) days of check out date.
16. Owner understands that Kennel reserves the right to refuse service at its discretion.
17. This contract contains the entire agreement between the parties. All terms and conditions of this contract shall be binding on the heirs, administrators, personal representatives, and assigns of the Owner and Kennel.
18. Owners agrees to indemnify, defend and hold Kennel harmless from and against any and all losses, liabilities, damages, fines, penalties, and expenses (including attorneys' fees and other costs of defense) arising from or resulting from any breach of the representations, warranties, covenants or duties contained in this agreement or otherwise arising out of damage or injury caused by Owner's pet while at Kennel.
19. Owner agrees to allow Kingsmark Kennels to use any photos taken of said pet/ pets while staying at Kingsmark for advertising purposes.
20. Owner agrees to be responsible for any and all attorneys' fees or other costs incurred by Kennel in the recovery of unpaid boarding fees (to include a minimum charge of \$125 if placed in the hands of an attorney for collection).

By signing below, I acknowledge that I have read and agree to all items listed above and agree to be bound by the terms set forth above as well as all posted pricing, rules and regulations of Kennel.

Please Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Please Write name: \_\_\_\_\_