

PET BOARDING CLIENT AGREEMENT FOR INDIAN BRIDGE KENNELS & SUITES INC.

This Agreement is between INDIAN BRIDGE KENNELS & SUITES (IBKS) and _____ (OWNER) of the pet(s) described herein (PET).
The address of OWNER is _____.

OWNER warrants they are the legal owner of pet(s) (PET) named below in the itemized list:

Name _____ Breed _____ Spayed/Neutered _____

Sex _____ Age _____ Color(s)/Markings _____

Name _____ Breed _____ Spayed/Neutered _____

Sex _____ Age _____ Color(s)/Markings _____

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Sex _____ Age _____ Color(s)/Markings _____

Name _____ Breed _____ Spayed/Neutered _____

Sex _____ Age _____ Color(s)/Markings _____

This Agreement shall remain on file with IBKS and is intended to be used by both parties so long as PET may, from time to time, be placed in the care of IBKS by OWNER.

Any third party dropping off PET with IBKS warrants to them that they have been fully authorized by OWNER to drop off PET and that in the event OWNER does not pay their bill, the third party will be responsible for the entire amount of the charges. Third party shall be required to provide proper identification to IBKS at the time of drop off.

This is a mutual Agreement between IBKS and OWNER for the care and supervision of PET and it is the desire and intent of OWNER to contract with IBKS for these services and agree to the following mutual promises. In consideration of these mutual promises both IBKS and OWNER have **fully read, understand and agree to the following:**

OWNER agrees to:

1. Inform IBKS of any known health or temperament issues relating to PET. To immediately inform IBKS of PET'S exposure, to harmful or communicable diseases that may affect PET or other animals that PET may come in contact with during their stay with IBKS.
2. To conform and comply with any and all Policies set forth by IBKS. IBKS reserves the right to modify their policies, without notice to OWNER, at any time.
3. To provide IBKS with any documents or information related to PET necessary to insure the health and safety of pet, including but not limited to proof of current vaccinations required by IBKS, prior history of

temperament problems with other pets, people or other issues that may affect PETS ability to safely interact with other animals or persons under the supervision of IBKS.

4. To warrant to IBKS that all information provided to IBKS by OWNER is complete, true, correct and that OWNER has made a good faith effort to communicate and provide IBKS with any and all information that may be pertinent to the health and safety of PET.

5. OWNER clearly understands, without reservation, that IBKS will make every effort to provide a safe and healthy environment for PET; however, OWNER understands that PET is an animal, with basic instincts that cannot always be anticipated by even the most seasoned pet care professional.

6. OWNER *assumes the risk* of leaving PET in the care of IBKS and understands that PET may be exposed to possible injury or illness and holds harmless IBKS from any liability associated with the care of PET while in the custody of IBKS, including but not limited to communicable and airborne diseases.

7. OWNER further, fully and without reservation, agrees to grant to IBKS full permission to care for PET in any way that IBKS feels is in the best interest of PET, including but not limited to veterinary visits, administration of medications prescribed by a licensed veterinarian or administration of other medications prescribed by a licensed veterinarian, but normally administered by OWNER in the normal course of PET'S daily routine in the home environment and to provide IBKS with directions for administration of same. OWNER agrees to hold harmless IBKS for any injury to PET as a result of the administration of these medications, so long as IBKS complies with the standard procedures normally used to administer medications of this kind. This shall include but not be limited to - administration of chemicals for the treatment of external parasites (fleas, ticks, lice et.) or the control of any other communicable parasites or diseases that may cause injury to other animals that may have contact with PET. OWNER also agrees that IBKS may, at their discretion administer common, over the counter, un prescribed medications, such as K-9 aspirin, and anti diarrhea medication.

8. Should IBKS determine that PET is not an acceptable resident of their facility or that PET may cause injury or harm to another pet or human, IBKS reserves the right to terminate the care and this Agreement and IBKS agrees to refund any balance remaining unused for the care of PET. Clearly the refund will be a pro rata portion of fees paid in advance by OWNER to IBKS.

9. OWNER will pay to IBKS, at the time of check out and pick up of pet, all payments and costs incurred in the course of PET'S care by IBKS, promptly and before PET is released back into the custody of OWNER.

10. OWNER is fully aware of and assumes all risk of injury to PET during the time IBKS has care, custody and control of PET. These risks include, but are not limited to playing, running, biting, chasing, falling, colliding with objects, running away, wrestling, certain hazards such as surface and subsurface conditions, that may result in injury, harm or possible death of PET. OWNER further recognizes and accepts the unpredictability of PET'S reaction to sounds, sudden movement, unfamiliar objects, persons or other animals.

11. IBKS will take every reasonable precaution to provide a safe environment for PET, but does not promise or warrant that PET'S stay with IBKS will be free of accidents, injuries, or other normal, instinctual animal behaviors.

12. OWNER agrees to defend, indemnify and hold IBKS and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to the Service(s) or otherwise arising under this Agreement. IBKS shall not be held liable for any illness, death, disease, or injury incurred by the PET while in the care, custody and control of IBKS.

13. OWNER AGREES that IBKS will under no circumstances be held liable by OWNER for any damages or liability whether indirect, incidental, including but not limited to special, exemplary, consequential or punitive damages claimed in connection with any incident or cause of action in contract or tort or any other legal theory or remedy, arising in relation to IBKS'S services or failure to provide services under this agreement.

14. It is expressly agreed by OWNER and IBKS that in any event, any liability shall in not exceed the current chattel value of an animal of the same species as PET. Owner further agrees to be solely responsible for any and

all acts or behavior of PET while it is in the care of IBKS including payment of costs for injury to staff or other animals or damage to facilities caused by PET.

15. In addition, OWNER agrees to provide IBKS at least twenty-four hours notice in advance of any cancellation of reservation. In the event that OWNER fails to provide notice, IBKS shall charge OWNER for any costs or loss of profit related to the cancelled reservation.

IBKS agrees to:

1. Supervise and care for PET providing reasonable care and basic necessities including nourishment and facilities so that the health and safety of PET will be maintained within standards found in the pet care industry for care of animals in similar facilities.
2. To provide, to the best of its ability and in compliance with pet care industry standards of care, the health, safety and well being of PET as agreed by the parties in this Agreement.
3. To reasonably follow the instructions of OWNER, to the best of IBKS'S ability, in regards to the care of PET during their stay with IBKS.
4. To provide safe and sanitary housing, general conditions and play areas for PET and to take any precaution necessary, at the sole discretion and judgment of IBKS, to insure a safe and happy stay at IBKS for PET.
5. To allow only qualified and trained employees to handle and care for PET and to fully supervise the activities and interactions of PET and any and all employees of IBKS.
6. To carefully evaluate any play mates of PET and take every precaution to insure as safe a play environment as possible, given the inherent nature and instinctual behavior of animals.
7. To monitor and keep the facility well maintained in good working condition, safe and free from dangerous objects or defects.
8. To carefully sanitize PET'S accommodations and feeding bowls or buckets and to monitor the mixing and use of chemicals and their containers that PET might be exposed to.
9. To take reasonable precautions to safeguard the well being of PET during their stay with IBKS and to make every effort, to be sure that all animals under IBKS'S care are healthy.
10. To feed the specific diet or food provided for PET by OWNER, however in some situations IBKS may use their discretion to substitute or alter the diet.

In the event OWNER designates a third party to pick up PET, third party will be required to show some form of identification to IBKS. OWNER will provide a WRITTEN release to IBKS naming the third party and IBKS shall be entitled to keep that release along with other records associated with PET. OWNER further warrants that the third party shall be held liable and responsible for the care and safety of PET and for all costs and charges incurred by PET during its stay with IBKS. IBKS will make every attempt to insure that the correct animal is released to OWNER or a third party, however OWNER recognizes that many breeds and mixed breeds have similar physical characteristics and identities can sometimes be mistaken. Should this occur, OWNER agrees to promptly and safely return the animal and likewise, OWNER releases IBKS from any liability related to the mistaken release of PET to the wrong party.

This Agreement embodies all the mutual agreements, whether written or oral, understanding, statements or representations of the parties and can only be modified in writing and if signed by both parties. Should any provision of this Agreement be found or adjudicated to be illegal or unenforceable, all other provisions shall remain in full force and effect.

OWNER agrees to complete the information regarding PET below the signature block and to accurately and fully provide IBKS with the information requested.

By signing this Agreement and leaving PET in the care of IBKS, OWNER certifies the accuracy of all information provided to IBKS about PET.

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 IBKS.

IN WITNESS WHEREOF, OWNER and IBKS, having fully READ, AND MUTUALLY AGREE, execute this Agreement on the date below:

OWNER SIGNATURE **OWNER PRINT NAME** **DATE**

AUTHORIZED REPRESENTATIVE PRINT NAME DATE

AUTHORIZED REPRESENTATIVE IBKS Print Name

INFORMATION REQUIRED BY IBKS

Emergency Contact Information - Name _____

Address _____

Telephone _____ Regular Vet _____

Has Your Animal Ever Bitten Any Person or Animal? _____ If yes, please state which PET had the temperament problem and fully describe the incident:

Special Instructions:

Current Medications: _____

Current Medical Conditions: _____

IBKS agrees to **administer medication** to PET. PET is presently under the care of the above named veterinarian who has prescribed medication(s) for certain medical condition(s). OWNER warrants that they have **fully and carefully explained the dispensing information/instructions** and the effects of this medication to IBKS and attached complete dispensing instructions and emergency information.

I acknowledge that the services of IBKS will be performed in accordance with my instructions contained herein. I waive any claim against IBKS unless IBKS is found to be negligent, according to pet care industry standards of care and does not perform as agreed herein.

SIGNATURE: _____ **of Owner or person dropping off pet.**

DATE: ____/____/20____.