

Happy Dog Inn



..... **BOARDING CONTRACT**

This is a contract between Happy Dog Inn and the pet owner whose signature appears below (Hereinafter called "Owner").

- 1.** Owner agrees to pay the rate for boarding in effect on the date pet is checked out of the facility.
- 2.** Owner further agrees to pay all costs and charges for special services requested, and all veterinary costs for the pet during the time said pet is in the care of Happy Dog Inn.
- 3.** Owner further agrees that the pet shall not leave the facility until all charges are paid to Happy Dog Inn by Owner.
- 4.** By signing this Contract and leaving this pet with Happy Dog Inn, Owner certifies to the accuracy of all information give about said pet in this Contract.
- 5.** Happy Dog Inn shall exercise reasonable care for the pet delivered by the Owner to facility for boarding. It is expressly agreed by Owner and Happy Dog Inn that Happy Dog Inn'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 \$200.00 per animal boarded. The Owner further agrees to be solely responsible for any and all acts or behavior of said pet while it is in the care of the facility.
- 6.** Owner specifically represents that he or she is the sole owner of the pet, free and clear of all liens and encumbrances.
- 7.** Owner specifically represents to Happy Dog Inn that the pet has not been exposed to rabies or distemper within a thirty-day period prior to boarding.
- 8.** All charges incurred by Owner shall be payable upon pick up of pet. Happy Dog Inn shall have, and is granted, a lied on the pet for any and all unpaid charges resulting from boarding pet at the facility. The owner hereby agrees that in the event the boarding charges are not paid when due in accordance with this contract, Happy Dog Inn may exercise its lien rights upon ten days written notice given by Happy Dog Inn to Owner by certified mail to address shown on contract.

Happy Dog Inn may dispose of pet for any and all unpaid charges, at private or public sale, in the sole discretion of Happy Dog Inn, and Owner specifically waives all statutory or legal rights to the contrary. If such sale shall not secure a price adequate to pay such costs of board or there charges delinquent, plus costs of sale, the Owner shall be liable to Happy Dog Inn for the difference. All monies realized by Happy Dog Inn at such sale, over and above the charges due and costs of sale, shall be paid by Happy Dog Inn to Owner.

- 9.** If pet becomes ill or if the state of the animal's health otherwise requires professional attention, Happy Dog Inn, in its sole discretion, may engage the services of a veterinarian or administer medicine or give other requisite attention to the animal, and the expenses thereof shall be paid by the owner.

Happy Dog Inn



..... **BOARDING CONTRACT (CONTINUED)**

10. 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 Happy Dog Inn.

11. 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 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 and Court having jurisdiction thereof. The arbitrator shall, as part of his award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party.

Happy Dog Inn Representative _____

Owner of Dog _____

Date _____