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BOARDING & DAYCARE CONTRACT

THIS CONTRACT is between BAXTER & BEASLEY (hereinafter called "Kennel") and the pet owner whose signature appears below (hereinafter called "Owner").

1. Owner agrees to pay the rate for boarding and daycare in effect on the date that the pet is checked into the Kennel.
2. Owner agrees to pay all costs and charges for special services requested, and all veterinary costs for the pet during the time that said pet is in the care of the Kennel.
3. Owner agrees that pet shall not leave the Kennel until all charges are paid to Kennel by Owner.
4. Owner 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 the Kennel.
5. Owner is responsible for the costs of any veterinary expenses, should the pet become ill or if the pet requires medical attention, the Kennel, in its sole discretion, may engage the services of a veterinarian or other medical professional for the care of the pet.
6. By signing this Contract, Owner agrees that Kennel has full permission to use any picture, likeness, or image of the pet for marketing purposes or on the Internet on social media sites.
7. Owner specifically represents to Kennel that he or she is the sole owner of the pet, free and clear of all liens and encumbrances.
8. Owner specifically represents to Kennel that the pet has not been exposed to rabies, distemper, parvo virus, or other contagious diseases within a 30 day period prior to boarding.
9. By signing this contract, and leaving the pet with the Kennel, Owner certifies to the accuracy of all information given about said pet and further certifies that no information, requested by the Kennel or otherwise necessary for the Kennel's proper care of the pet, has been omitted or withheld by Owner.
10. All charges incurred by the Owner for the pet shall be payable at the time of pick-up of the pet. If the pet is not picked up within 14 days after the date the pet was due to be picked up, the pet will be considered abandoned. After a period of an additional 14 days if the pet cannot be placed with a new owner, the Kennel shall make arrangements to have the pet humanely destroyed.
11. The Kennel has the sole discretion to discontinue boarding of the pet if it believes that the pet is a danger to the other pets in the Kennel, or for other reasonable considerations. The Owner is still obligated to pay the cost of the boarding or day care for the pet in the amount of the full agreed upon contract as if the Kennel's boarding of the pet had not been prematurely terminated.
12. 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 \$400 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 Kennel including veterinary bills incurred for any pet as a direct result of said pet's behavior. Additionally, any medical bills incurred by Kennel's staff or customers as a result of said pet's behavior shall be the Owner's responsibilities.
13. Owner shall indemnify and hold harmless Kennel from all fines, levies, suits, proceedings, claims, actions, causes of action, or damages of any kind and whatsoever nature, including but not limited to all costs, court costs, litigation expenses and reasonable attorney's fees, and medical expenses, arising from, growing out of, in connection with, or incidental to Owner's pet's behavior or Owner's violation of this Contract.
14. By signing the Contract, Owner acknowledges receipt and acceptance of Kennel's policies and procedures including but not limited to our cancellation policy.
15. This Contract, and any and all exhibits required by Kennel, 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 Owner and Kennel.
16. 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 any Court having jurisdiction thereof. The arbitrator shall, as part of this award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party.

BAXTER & BEASLEY _____

OWNER _____

DATE _____

PRINTED NAME