

BOARDING CONTRACT

This Boarding Contract is an agreement between Groomers Direct and the pet owner/agent. This contract is being executed on this the _____ day of _____, _____, and immediately becomes effective upon its execution and will remain in effect until canceled in writing by both parties.

Groomers Direct agrees to offer and provide boarding services to the below listed pet owner/agent with the following described conditions and the pet owner/agent accepts this offer. Groomers direct will hereinafter be referred to as the “*Boarder*” and the pet owner/agent will hereinafter be referred to as the “*Owner*”.

The fee for boarding is \$_____ per day per animal starting at the date the animal is dropped off and ending the following day at 9 a.m.

1. The Boarder agrees to exercise reasonable care for the pet delivered by the Owner to it for boarding and to keep its premises sanitary. The Boarder and Owner agree the Boarder’s liability shall not exceed the lesser of the current chattel value of a pet of the same species in same or similar condition or the sum of \$20.
2. The Owner agrees to be solely responsible for any and all acts or behavior of any pets they board with the Boarder while in the care of the Boarder. The Boarder does not assume and shall not be held responsible for any liability with respect to the pet or pets listed in this agreement. Liability of any kind whatsoever, arising out of or from the boarding of this pet while it is in the care of the Boarder.
3. The Owner agrees to pay to the Boarder \$_____ per pet per day. A day for the purposes of boarding runs from 9:00 a.m. until 9:00 a.m. the following day.
4. The Owner agrees to provide food for their pet in adequate amounts to ensure that the pet has food throughout the entire stay of the pet. If the amount of food provided is inadequate to provide for the needs of the pet during the pet’s boarding, the Owner agrees to pay a surcharge. Surcharge will include cost of food, travel charge, and hourly rate of \$25.00 for time involved in obtaining food for the Owner’s pet during the boarding stay. 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 Boarder. Owner is required to pay full amount of estimated boarding costs based on pickup date listed above at drop-off.
5. Owner agrees the pet/pets being boarded shall not leave the Boarder’s kennel until all charges are paid to the Boarder by the Owner. Any balance that is more than 14 days past due will result in a certified letter being sent to the Owner stating owner has up to five (5) days to make payment arrangements with the Boarder. If the pet/pets are not picked up at the end of the agreed upon boarding period, the Boarder will attempt to make contact with the Owner through the contact information on the intake form to make sure there has not been an emergency with the Owner. After 14 days a pet is considered legally abandoned. After the pet/pets have been left for 21 days the Boarder will be forced to report the pet/pets as abandoned to the Marshall County Sherriff and Animal Control. Placement of an abandoned pet can take time. The Owner will be responsible for paying restitution and fees that may include but are not limited to the following: additional

boarding fees, service fees, late fees, animal expenses, vet fees, adoption fees.

6. If the Owner is out of contact with the Boarder for more than five days (Boarder may be contacted by phone, text, or email), the Boarder will attempt contact with the emergency contact on the intake form to make sure that all is well with the Owner. In the event of an emergency with the Owner or Death of the Owner the Boarder will release the pet/pets to the emergency release contact named here:

Name of Person: _____

Address: _____, City _____ State _____ Zip _____

Phone Number 1: _____, Phone Number 2: _____

Phone Number 3: _____.

7. Owner agrees to provide the Boarder with credit card information to cover any expenses incurred due to boarding the pet prior to dropping the pet off for the first day of boarding and permits any remaining charges be charged to card by Boarder if not paid by Owner.
8. By signing this contract and leaving the pet with the Boarder, the Owner certifies to the accuracy of all information given about said pet on the boarding intake form and this contract.
9. I authorize the Boarder to publish my pet's picture and name on the internet and advertising materials. The Boarder is authorized by the owner to take any pictures or recordings of their pet. The Boarder will have complete ownership of the pictures/images and no compensation will be provided to the owner or their heirs or assigns for pictures made by the Boarder. I give the Boarder the right to use my pet's name and or likeness for any reason. Any images or likenesses photographed or recorded are the artistic product and sole property of the Boarder and may be used by the Boarder with no limitations or restrictions whatsoever.
10. The Owner hereby releases the Boarder, its officers, members, employees, and agents from any liability for any injury or illness suffered by his or her pet while in the Boarder's care and agrees not to initiate legal action with respect to released claims against the Boarder doing business as Groomer's Direct & Pro Pet Photography -Mr. Pro Pet.
11. Owner will indemnify, defend, and hold harmless the Boarder, its owner, its officers and members, employees or agents, and pet host harmless from and against any and all losses, liabilities, damages, and fines.
12. Owner specifically represents that he or she is the sole owner of the pet, free and clear of all liens and encumbrances and that the pet has not been exposed to distemper, parvo, rabies, or Cough within the last 30 days.
13. Owner must provide shot record of pet for boarding.
14. If pet becomes ill or if the state of the animal's health otherwise requires professional attention, the Boarder, 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.

15. Any and all additional charges incurred by the Owner shall be paid upon pick-up of the pet with no exceptions. The Boarder shall have and is hereby granted a lien on the pet for any and all unpaid charges resulting from boarding pets at the Boarder. The Owner agrees that in the event the boarding charges are not paid when due in accordance with this contract, then the Boarder may exercise its lien rights upon ten days written notice given by the Boarder to the Owner by certified mail to the address shown on the intake form. The Boarder may dispose of pet for any and all unpaid charges, at private or public sale or may place pet with a shelter, in the sole discretion of the Boarder and the Owner waives all legal rights to the contrary. If such sale shall not secure a price adequate to pay such costs of board or other charges delinquent, plus costs of sale, then Owner shall owe to the Boarder any difference.
16. This Contract contains the entire agreement between the parties. Any changes must be put in writing and agreed to by the parties to be effective. All terms and conditions of this Contract shall be binding on the Owner, Owner's heirs and assigns, for any pet boarding with the Boarder for the Owner's benefit.
17. Any claim or controversy arising out of or relating to this contract or the breach thereof, shall be settled in the Court of the State of Alabama.

Signatures below acknowledge that the parties have read the Contract and agree to its terms and conditions as stated above.

Signed this the _____ day of _____

Owner Signature

Owner Printed Name

Boarder, GroomersDirect _____

Amount Paid: _____