

## Service Contract



This is a Contract between **Bark Avenue Day Camp, Inc** (hereinafter called "Kennel") and the pet owner whose signature appears below or their agent (hereinafter called "Owner").

1. Owner agrees to pay the rate for boarding/daycare/grooming/training in effect on the date pet is checked into the kennel. 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 Kennel.
2. Owner further agrees that the pet shall not leave Kennel until all charges are paid to Kennel by Owner. All charges incurred by Owner shall be payable upon pick-up of pet, or when billed by Kennel at the address listed on Contract. Kennel shall have, and is hereby granted, a lien on the pet for any and all unpaid charges resulting from boarding the pet at Kennel. If Owner does not pick up the pet within 15 calendar days after the day the pet was due to be picked up, the pet shall be deemed to be abandoned. At this time ownership will transfer to Kennel and Kennel will make future arrangements for pet.
3. Owner specifically represents that he or she is the sole owner of the pet, free and clear of all liens and encumbrances.
4. Owner specifically represents to Kennel that the pet has not been exposed to rabies, distemper, parvo virus, or other contagious diseases within a thirty day period prior to boarding.
5. By signing this contract, Owner agrees that Kennel has full permission to use any picture, likeness, or image of pet for marketing purposes.
6. Kennel shall exercise reasonable care for the pet delivered by the Owner to the pet care provider. If interactive daycare is provided, Owner recognizes and accepts potential risks involved in such activity. Owner understands that the nature of Bark Avenue Daycamp, Inc. is to allow the animals to engage in animal pack behavior. Such behavior consists of running, jumping, playing, and other activities which may pose a risk of injury to the animals. Owner shall hold Bark Avenue Daycamp, Inc., its employees and agents harmless for said injury and assume the risk for same. 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 pet care provider, to include payment of costs for injury to staff or other animals or damage to facilities caused by the pet
7. By signing this Contract and leaving pet with Kennel, Owner certifies to the accuracy of all information given about said pet and that 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 staff as a result of said pet's behavior shall be the owner's responsibility.

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8. If the pet becomes ill or if the state of the pet's health otherwise requires professional attention, the Kennel, in its sole discretion, may engage the services of a veterinarian or administer medicine or give other requisite attention to the pet, and the expenses thereof shall be paid by Owner.
9. By signing this contract, Owner acknowledges receipt and acceptance of Kennel's policies and procedures including but not limited to our cancellation policy.
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 Owner and Kennel.
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 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.

**Bark Avenue Daycamp, Inc.** \_\_\_\_\_

**Dog Owner** \_\_\_\_\_

**Date** \_\_\_\_\_