

NorAust Kennel

Boarding Contract

This is a contract between NorAust Kennel 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 into the Kennel.
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 the Kennel.
3. Owner further agrees that the pet shall not leave the Kennel until owner pays all charges to Kennel.
4. By signing this contract and leaving his pet with the Kennel, owner certifies to the accuracy of all information given about said pet on the New Client Form and the Boarding Information form.
5. Kennel shall exercise reasonable care for the pet delivered by the Owner to Kennel for boarding. It is expressly agreed by Owner and Kennel 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 \$200 per animal boarded. The Owner further agrees to be solely responsible for any and all acts of behavior of said pet while it is in the care of the Kennel.
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 Kennel that the pet has not been exposed to rabies, distemper or feline leukemia within a thirty-day period prior to boarding.
8. All charges incurred by Owner shall be payable upon pick-up of pet, or when billed by Kennel at address on contract. The Kennel shall have, and is hereby granted, a lien on the pet for any and all unpaid charges resulting from boarding pet at the Kennel. The Owner hereby agrees that in the event boarding charges are not paid when due in accordance with this contract, the Kennel may exercise its lien rights upon ten days written notice given by Kennel to Owner by certified mail to address shown on contract. Kennel may dispose of pet for any and all unpaid charges, at private or public sale, in the sole discretion of the Kennel, 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 other charges delinquent, plus costs of sale, then Owner shall be liable to Kennel for the difference. All monies realized by Kennel at such sale, over and above the charges due and costs of sale, shall be paid by Kennel to Owner.
9. If the pet becomes ill or if the state of the animal'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 animal, and the expenses thereof shall be paid by the Owner.
10. NorAust Kennel agrees to exercise due and reasonable care and to keep our kennel premises sanitary, and property enclosed. All pets are handled without liability on the part of the Kennel for loss or damage from disease, death, running away, theft, fire, injury to persons, other dogs, or property by said pet, or other unavoidable causes, due diligence and care having been exercised.
11. 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 the Kennel.
12. 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 his award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party.

Owner _____

Date _____