

PET BOARDING AND/OR DOG DAY CARE AGREEMENT

AGREEMENT made this ____ day of _____, 201__, by and between DOGWARD BOUND, LLC, an New York limited liability company with offices at 461 Richardsville Rd, Carmel New York 10512, _____ and _____ (dogowner& address)

WHEREAS, Dogward is in the business of boarding, training and providing daycare services for dogs; and

WHEREAS, Dogward provides such services at 461 Richardsville Rd, Carmel, NY 10512; and

WHEREAS, Owner is desirous of engaging Dogward to provide the services described herein with respect to his/her dog; and

WHEREAS, the parties desire to set forth the terms and conditions of Dogward's engagement.

NOW, THEREFORE, in consideration of the sum of \$10.00 Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, the parties thereto agree to the following terms and conditions:

1. Services:

a. Dogward agrees to provide to the Owner the services set forth and described in Schedule A annexed hereto, with respect to the Owner's dog, _____ (as identified and described on the information sheet provided by the Owner).

b. Such services shall be performed by Dogward on the Premises. Owner acknowledges and agrees that it shall be responsible for transporting the Dog to and from the Premises.

c. Dogward agrees to exercise reasonable care for the Dog delivered by the Owner to Dogward for the services described herein, and to keep its Premises sanitary and properly enclosed.

2. Compensation:

a. Owner agrees to pay to Dogward _____ (\$) Dollars for each day that the Dog is boarded at the Premises. For purposes hereof, each day shall be every 24 hour period commencing from the hour that the Owner delivers the Dog to the Premises.

b. Owner further agrees to pay all costs and charges for special services requested, including training services as set forth on Schedule A annexed hereto, together with and all

veterinary costs for the Dog during the time said Dog is in Dogward's care.

c. Owner further agrees that the Dog shall not leave the Premises until all charges are paid to Dogward by Owner.

3. Owner's Representations; Duty to Disclose.

Owner represents and warrants to Dogward that:

a. Owner is the rightful owner or caretaker of the Dog, and his or her signature below is sufficient to enter into this Agreement for and on behalf of any other owner or representative of the Dog, and Owner is executing this Agreement for the Dog, himself or herself and his or her heirs, successors, representatives or assigns;

b. The Dog is current on all required vaccinations and such other vaccinations as is required by Dogward;

c. Unless otherwise disclosed to Dogward Bound, the Dog is housebroken and the Dog is not prone to destructive behavior; dog is obedient and capable of following directions.

d. The Dog is free of fleas, ticks, worms and other insects and parasites;

e. The Dog has no current illness or injury, except as has been disclosed to Dogward Bound;

f. The Dog has not bitten, or exhibited other aggressive behavior, towards any person or animal, except as has been previously disclosed to Dogward Bound; and

4. Acceptance of Risk:

Unless Owner has otherwise instructed to the contrary, Owner acknowledges and agrees, that his or her Dog may encounter or be permitted to interact and play with other dogs and with Dogward's staff members, Owner acknowledges that when dogs play in groups that nicks, bites or scratches may occur, and Dogward may or may not notify Owner immediately if the Dog sustains any nicks, bites or scratches. Owner further acknowledges that animals are unpredictable and that there is a possibility of injury or death to the Dog or to another animal or person. Owner further acknowledges that Dogward specializes in wilderness hikes and that after my Dog has proven basic obedience, it will be walked with other dogs.

Therefore, as consideration of the services rendered by Dogward, Owner (A) hereby waives and releases Dogward and its

members, managers, employees, volunteers, lessors, and any parties owning, controlling or having any interest in the property where the Dogward facility is located, and all other representatives or agents of Dogward from any and all claims, actions, damages or liability for injury, sickness or illness suffered by the Dog while in the care of Dogward or otherwise relating to the care, control, health and/or safety of the Dog arising from pick up, transport, drop off and/or stay at Dogward facilities, except to the extent such illness or injury is the result of Dogward's gross negligence or intentional misconduct, and (B) agrees not to initiate any legal proceedings against Dogward or any Dogward Parties with respect to such released claims. It is expressly agreed by Owner and Dogward that Dogward's liability shall in no event exceed the lesser of the current chattel value of a Dog of the same species or the sum of \$200.00.

5. Indemnification:

AS CONSIDERATION FOR THE SERVICES RENDERED BY DOGWARD, OWNER WILL INDEMNIFY, DEFEND AND HOLD DOGWARD AND DOGWARD PARTIES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES; LIABILITIES, DAMAGES, FINES, PENALTIES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND VETERINARY COSTS AND EXPENSES) ARISING FROM OR RESULTING FROM ANY BREACH OF THE REPRESENTATIONS, WARRANTIES OR COVENANTS CONTAINED IN THIS AGREEMENT, OR OTHERWISE RELATED TO ANY AND ALL ACTS OF BEHAVIOR OF THEIR DOG(S) WHICH MAY INCLUDE WITHOUT LIMITATION, INJURY OR DEATH TO A DOG OR ANIMAL AT THE FACILITY OR INJURY OR DEATH TO A STAFF MEMBER OF DOGWARD OR ANY OTHER MEMBER OF THE PUBLIC. IN NO EVENT WILL DOGWARD OR ANY DOGWARD PARTY BE HELD LIABLE FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THEIR POSSIBLE EXISTENCE.

6. Photos and Video Release.

Owner agrees to allow Dogward to use the Dog's name and any images or likeness taken while the Dog is at the Dogward facility, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials.

7. Food.

Owner agrees to leave a sufficient supply of the Dog's food

for the period of time the Dog will be under the care of Dogward. Owner understands that if it fails to do so, Dogward will provide the Dog with its own food, and Owner shall reimburse Dogward for the cost thereof at the time the Dog is picked up by the Owner. Owner further acknowledges and agrees that Dogward will use the information provided by the Owner regarding the Dog in determining what type of dog food it will give to the Dog.

8. Veterinary Liability and Care.

In the event of illness or injury, Owner authorize Dogward to take the Dog to the nearest veterinarian. I agree to pay for all veterinary care required, as determined by said veterinarian. If overnight care over 5 days is being provided by Dogward hereunder, Owner shall notify its veterinarian that Dogward may contact such veterinarian, and further, that said veterinarian shall be authorized to speak to Dogward regarding the Dog. If the Owner/emergency contact person provided by Owner cannot be reached, Dogward is hereby authorized to make any decisions regarding the health and well-being of my dog.

Owner acknowledges that boarding the Dog in the company and environment of other dogs may involve risks regarding the contraction of illness. Owner is fully aware and understands that regular vaccinations cannot completely guard against illness and disease and that Dogward cannot in any way prevent, nor be responsible for, any illness that the Dog might contract. If the Dog passes away at the Dogward's facility, it will be brought to its or the nearest veterinarian.

Please check the following:

Owner warrants and represents that the Dog is, and will be kept currently vaccinated.

OR

Owner has consulted with a holistic veterinarian and have chosen not to continue with regular vaccinations. Owner warrants that the Dog has been titer tested within the last 12 months. Owner understands all possible health risks associated with this decision, and takes full responsibility for

any consequences as a result thereof.

9. Abandoned Dogs.

Owner understands and agrees that if his or her Dog is not picked up within seven (7) calendar days after the scheduled pick-up date, the Dog shall be deemed to be abandoned and additional boarding charges shall apply, and in such event, Dogward shall gain legal custody and ownership of the Dog and retain the right to keep the Dog or place the Dog in a shelter or with animal control, or place the Dog in a new home with a new owner, with no recourse by Owner against Dogward or any Dogward Party. Owner FULLY UNDERSTANDS AND AGREES THAT IF OWNER ABANDONS HIS OR HER DOG AT THE DOGWARD FACILITY, OWNER MAY BE UNABLE TO RETRIEVE POSSESSION OF HIS OR HER DOG AND WILL HAVE NO RECOURSE AGAINST ANY DOGWARD PARTY.

10. Governing Law; Arbitration; Attorneys Fees and Expenses

This Agreement is governed by the laws of the State of New York, without regard to conflicts of law principles. 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.

11. Severability.

If any provision of this Agreement is determined to be unenforceable, such provision will be deemed severed and the remaining provisions of this Agreement will continue in full force and effect.

DOGWARD BOUND, LLC

By:

, Member

, Owner