

ANIMAL BOARDING AGREEMENT

Between:

BETTER THAN HOME PET BOARDING, INC.

And:

Owner Name - First, Last

Owner Name - First, Last

Owner Address: Street, City, Province, Postal Code

Owner Phone Number

Owner Phone Number

THIS AGREEMENT is made between Better Than Home Pet Boarding, Inc., ("the Kennel") and the owner or owners identified above (collectively the "Owner"). The Kennel and the Owner agree as follows:

Boarding:

The Kennel agrees that it will provide boarding services to the Owner's animal or animals listed in Schedule "A" (collectively the "Animal") during the term of this Agreement.

Term:

The Kennel agrees to provide boarding services to the Animal for a total of _____ days from: _____ (drop-off date) to: _____ (pick-up date) (the "Term").

In the event that the Animal's stay at the Kennel is longer than the Term referred to above, the Owner agrees to pay additional daily Boarding Fees as specified in Schedule "B".

Payment and Deposits:

The Owner agrees to pay the applicable daily Boarding Fees as specified in Schedule "B". All payments will be made by Credit Card, Debit, or Cash.

All Boarding Fees are payable upon pick-up of the Animal.

If the Owner is a first-time customer or if the Animal is staying at the Kennel for a term of more than thirty (30) days, the Owner shall provide a deposit equal to one-half of the anticipated total Boarding Fees.

Pickups and Drop Offs:

All pickups and drop offs will occur during the business hours referred to in Schedule "B" on the dates scheduled in the Term paragraph, unless prior alternate arrangements have been made with the Kennel.

In the event that the Owner has not returned to collect the Animal on the scheduled date of pickup, the Owner agrees to pay an "additional days" Boarding Fee for each calendar day beyond the scheduled pick-up date.

All animals must be on leash or contained in a carrier when being picked up and dropped off.

Health of Animals:

The Owner represents that he or she is the sole owner of the Animal and that the Animal has not been exposed to distemper or rabies or any other infectious diseases or parasites within the last ninety (90) days. The Owner further represents that the Animal has received all required vaccinations (**INCLUDING VACCINATION AGAINST BORDETELLA**) and that the Animal is in good health.

In the event the Animal attacks another animal and that animal requires veterinarian attention, the Owner of the attacking animal shall be liable for all costs for veterinarian care of the injured animal.

The Kennel reserves the right to refuse to provide boarding services to any animal. Without limiting the generality of the foregoing, the Kennel specifically reserves the right to refuse boarding services to animals under four (4) months of age, large breed dogs over thirteen (13) years of age, small breed dogs over fourteen (14) years of age, and animals that have not been spayed or neutered.

In the event that the Kennel agrees to provide boarding services to animals that are not spayed or neutered, additional charges may apply.

Unexpected Illness:

In the event that the Animal becomes ill during its stay at the Kennel, the Kennel will make all reasonable efforts to immediately contact the Owner.

In the event that the Kennel is unable to reach the Owner or if the Owner does not immediately provide instructions to the Kennel for the care of the Animal, and if the state of the Animal's health (in the Kennel's judgment) requires immediate medical attention, the Kennel is authorized to make all reasonable efforts to ensure that the Animal receives proper medical attention and may engage the services of a veterinarian.

In the event that the Animal, in the Kennel's judgment, requires the attention of a veterinarian, the Kennel is authorized to contact a veterinarian of the Kennel's own choosing.

The Owner agrees that it will pay for all medical treatment received by the Animal and any other related fees or disbursements incurred on the Owner's behalf during the term of the Agreement.

The Owner understands and agrees that Kennel staff is not trained to recognize and diagnose animal ailments or diseases, and the Owner agrees that the Kennel shall not be liable for any sickness or ailment that the Animal develops or manifests during its stay at the Kennel.

Unclaimed Animals:

In the event that an Owner has not returned to the Kennel to pick up the Animal within ten (10) days after the scheduled pickup date referred to in the Term paragraph and has not made any alternate arrangements for payment and/or the continued boarding of the Animal at the Kennel, the Kennel may, at its sole discretion, make alternate living arrangements for the Animal without notice to the Owner.

Liability:

The Owner understands and agrees that the Kennel will not be liable to the Owner nor any other party for any liability or consequential losses, any damages, whether in contract, tort or otherwise, or any other claims or expenses that may be connected with the services provided by the Kennel, including, but not limited to: loss or damage from disease, death, absconding, theft, and fire or injury to persons, other animals, or property.

Noise and Animal Control By-laws:

In order to comply with local animal and related noise by-laws, excessive or incessant barking not quieted by usual and other reasonable methods may require additional measures, including the use of a spray bottle. The use of such measures may be taken to maintain a good-neighbor policy within the community and is hereby consented and agreed to by the Owner. It is further agreed that in the event an animal is unresponsive to such methods of control, events will be discussed with the Owner upon pickup and the Kennel reserves the right to refuse future requests to board the offending animal.

Vicious Attacks:

Should staff or another animal be viciously attacked by the Animal, mace may be used to deter the attacking Animal.

Indemnity:

The Owner indemnifies the Kennel, its agents, and its employees from any loss, liability, claim, or expense resulting directly or indirectly from the Owner's breach of any warranty or provision contained in this Agreement.

General:

In the event that any provision of this Agreement is deemed void or invalid by a Court of competent jurisdiction, the remaining provisions will be and remain in full force and effect.

The waiver by either party of any breach or violation of any provision of this Agreement will not operate or be construed as a waiver of any similar subsequent breach or violation of it.

This Agreement constitutes the entire Agreement between the parties.

Any modifications to the Agreement must be in writing and signed by the parties, or the modifications will have no effect and will be void.

The headings utilized in this Agreement are for convenience only and are not to be construed in any way as additions to or limitations of the covenants and agreements contained in the Agreement.

This Agreement ensures to the benefit of and is binding upon the parties and their respective heirs, administrators, executors, successors, and assigns.

In the event that the parties are not able to agree on any matter with respect to this Agreement, the matter will be determined by arbitration in accordance with the *Arbitration Act of Alberta*. The decision of the arbitrator(s) will be binding upon the parties.

This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta.

Any notice required or permitted to be given to the parties must be in writing and will be sufficiently given if mailed by registered mail to that party's address noted herein.

THE PARTIES have signed this Agreement at the Hamlet of Sherwood park, Alberta, on the _____ day of _____, 20____.

BETTER THAN HOME PET BOARDING, INC.

Per:

Owner

Owner

PICK UP OF ANIMAL

The Owner acknowledges receipt and return of the Animal in good condition at the Hamlet of Sherwood Par, Alberta, on the _____ day of _____, 20____.

Owner

Owner

SCHEDULE "A"

Owner Name: _____

Emergency Contact Name: _____

Emergency Contact Number: _____

Veterinarian: _____ Phone Number: _____

First Animal

Animal Name: _____

Animal Age: _____ Animal Sex: _____ Breed: _____

Animal Spayed/Neutered?: _____ Date of Last Vaccinations: _____

Feeding Schedule: How many times per day? _____ How much per feeding? _____

Brand of Food: _____

Special feeding instructions, including treats: _____

Does the Animal require medication? If so, please describe: _____

Additional Animal (if any)

Animal Name: _____

Animal Age: _____ Animal Sex: _____ Breed: _____

Animal Spayed/Neutered?: _____ Date of Last Vaccinations: _____

Feeding Schedule: How many times per day? _____ How much per feeding? _____

Brand of Food: _____

Special feeding instructions, including treats: _____

Does the Animal require medication? If so, please describe: _____

***Each Animal to be boarded at the Kennel will be required to have a completed Schedule "A" on file.**