

Ernie Boudreaux's



## DOGGIE DUDE RANCH

### Adventure Dog Boarding

290 O'Neal Lane, Elkins, AR 72727

(479) 643-2622

doggieduderanch@gmail.com

Dear Dog Owner,

We are here to serve you and your dog, but issues can arise so the following agreement outlines the limits of our liability during the time we are caring for your dog. We love dogs and will treat yours as our own. As for the terms of agreement, we have consulted the American Boarding Kennel Association and their legal counsel to outline the conditions under which you are leaving your dog with us. We have listed any circumstance we or the ABKA has imagined. Thank you for reading this carefully before you sign this binding agreement. **If your dog is not neutered or spayed, or is unable to be contained please note the no liability clause in item 5: and note damages clause in item 5, also.**

*Thank you, EB's Doggie Dude Ranch*

### **DOG BOARDING LIMITED LIABILITY AGREEMENT**

This is an Agreement between Ernie Boudreaux's Doggie Dude Ranch (hereinafter called "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 (as posted in office and as indicated on the Prices information page).
2. Owner further agrees to pay all costs and charges for special services requested and required, 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 property until Owner pays all charges to Kennel or proper payment arrangements are agreed upon by both parties.
4. By signing this contract and leaving pet with the Kennel, Owner certifies to the accuracy of all information given about said pet. Kennel reserves the right to deny admittance to Owner's pet for any reason at any time.
5. Kennel shall exercise reasonable care for the pet delivered to the Kennel for boarding. Kennel allows social interaction between dogs at appropriate times; Owner recognizes and accepts potential risks involved in such interactions. 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 breed/kind or the sum of \$400 per animal boarded. **It is expressly agreed by Owner and Kennel that Kennel has no liability for animals not neutered or spayed; and no liability if dog is unable to be contained in our facility (i.e. fenchjumpers and escape artist dogs).**

ALL injuries that require veterinarian services will be paid by the Owner to the Kennel or to the vet. The Owner further agrees to be solely responsible for any and all acts of behavior of said boarded pet while it is in the care of the Kennel, to include payment of costs for injury to staff or other animals or damage to facilities caused by the pet.

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, to Owner's knowledge, the pet has not been exposed to any contagious diseases within a thirty-day period prior to boarding. During the period of this Agreement, owner also agrees to notify Kennel of any known exposure of pet to a communicable disease and hold pet out of attending Kennel until pet is symptom-free for a period appropriate to the particular disease or with written veterinary clearance. Owner further agrees to maintain currency of vaccinations as required by Kennel policy.
8. Owner agrees to provide proof of preventative flea/tick treatment program and to be financially responsible for any required treatment for fleas/ticks, if determined necessary by the Kennel.
9. All charges incurred by Owner shall be payable upon request. The Kennel shall have, and is hereby granted, a lien on the pet for any and all unpaid charges for services provided by the Kennel. The Owner hereby agrees that in the event the boarding or other appropriate 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 recover monies owed for any and all unpaid charges by offering pet for 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.
10. If pet becomes ill or injured, 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.
11. Kennel shall make every reasonable effort to drive carefully and safely while transporting pets for owners who utilize the pick-up or delivery service, or any other reason pets may be transported. Owner agrees not to hold Kennel liable for injury or death of pet due to accident during transport unless Kennel's driving is found to be grossly negligent. Kennel's liability is limited to terms outlined in item 5 of this agreement.
12. 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 Kennel.

13. 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.

Ernie Boudreaux's Doggie Dude Ranch  
REPRESENTATIVE

\_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_  
*(print)*                      *(signature)*                      *Date*

PET OWNER

\_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_  
*(print)*                      *(signature)*                      *Date*