

Mr. John Smith

555 Drive Way
Zionsville, IN 46077

Fido Neutered Golden Retriever

DAYCARE CONTRACT

This Contract is between The Animal Den, Inc. (hereinafter called "Kennel") and the pet owner whose signature appears below (hereinafter called "Owner"). Furthermore, this Contract is in effect between Owner and Kennel for each and every pet owned by Owner and kept at Kennel and this executed Contract encompasses all said pets (hereinafter called "Pet"). The terms and conditions of this executed Contract remain in effect for all daycare appointments, present and future, indefinitely, for all said pets.

1. Owner assumes the responsibility to understand and accept the pricing requirements for daycare services requested before those services are performed by Kennel.
2. All charges incurred by Owner shall be payable upon pick-up of the pet. Owner shall be liable to Kennel for all unpaid charges. All charges are non-refundable.
3. Owner further agrees to pay all costs and charges for special services requested for and incurred by the pet during the pet's stay.
4. Owner certifies to the accuracy of all information given about said pet.
5. Owner specifically represents that he or she is the sole owner of the pet, free and clear of all liens and encumbrances.
6. Owner agrees that pet will be examined for fleas and other external parasites at check-in and, if found such pet will be bathed and dipped, at Owner's expense. Kennel cannot be held responsible for any related side effects and/or allergic reactions.
7. Kennel shall exercise reasonable care for the pet. Owner agrees that the pet is kept at the kennel without liability on Kennel's part for loss, illness, damage from disease, death, escape, theft, fire, injury or harm to persons, other pets or property by said pet, or for other unavoidable causes, unless such damage is due to gross negligence or willful misconduct. Owner further agrees to be solely responsible for any and all acts or behavior of said pet while in the care of Kennel.
8. Kennel will exercise due and reasonable care for any property belonging to pet, but will not be liable for any loss or damage to such property.
9. Owner specifically represents that the pet has not been exposed to rabies or distemper, is in good general health, and has not harmed or shown aggressive behavior towards any person or dog prior to daycare.
10. If during the pet's stay any problem develops, 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 Owner.
11. Owner hereby recognizes that daycare may be stressful to the pet and will not hold Kennel responsible for any stress induced illness, injury, behavior change, or weight gain or loss.
12. Owner hereby recognizes and accepts that while at the kennel for daycare services, the pet may possibly contract an illness, and will not hold Kennel responsible for expenses or charges incurred by Owner for veterinarian services or medicine after the pet's stay.
13. Kennel retains the right to decline acceptance of a pet if found to have a medical condition or exhibits behavior that renders the opinion that daycare is not in the best interests of the pet.
14. The undersigned agrees that a pet not picked up without any notice given to Kennel by Owner within (10) days of scheduled departure date will be considered abandoned and become possession of the Kennel and that the Kennel shall be authorized to remove such pet from its facility.
15. This Contract contains the entire agreement between the parties. All terms and conditions of the Contract shall be binding on the heirs, administrators, personal representatives and assigns of the Owner and the Kennel.
16. 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 the award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party.

KENNEL REP _____

OWNER _____

DATE _____