# BOWZER HOUSE BOARDING, L.L.C.

# **MASTER KENNEL & BOARDING CONTRACT**

This MASTER KENNEL & BOARDING CONTRACT is made an entered between the following parties:

**BOWZER HOUSE BOARDING, LLC** (hereinafter referred to sometimes as "**Kennel**"); and

OWNER(S) (the individual(s) who, by their signature below, hereby warrant and represent that they are the Owner(s) or Owner'(s) Representative(s) with Owner'(s) actual authority both to enter this agreement and to provide and designate a kennel for Owner'(s) pet(s) and with respect to all matters set forth herein, including specifically but not limited to the power to nominate Kennel as Owner'(s) representative and agent with respect to kenneling, boarding, and caring for Owner'(s) pet(s) at all times while pet is in Kennel's possession (hereinafter referred to individually and collectively as "Owner").

Owner desires to engage Kennel to provide boarding and kenneling services, and Kennel desires to provide such services, under the terms and conditions described below.

NOW THEREFORE, in consideration of the premises and mutual covenants and obligations contained herein, the Owner hereby engages Kennel and Kennel hereby accepts such engagement upon the terms and conditions hereinafter set forth:

# 1. OBLIGATIONS OF OWNER

Owner hereby agrees to, and accepts personal responsibility and liability for, the obligations set forth in this Master Kennel & Boarding Contract, including but not limited to the obligation to pay Kennel's charges as well as the charges of third parties reasonably and necessarily incurred by Kennel as Owner's agent in accordance with this contract.

Owner agrees to pay Kennel's boarding charges, as advised to Owner and/or as is published in Kennel's office at the time of each admission; Kennel reserves the right to change its rates at any time, however, Kennel's rates in effect at the time of each admission will apply to the entirety of each pet's stay.

Owner agrees to provide kennel any and all relevant, as well as requested, information about the pet(s). Owner agrees that kennel may otherwise only rely on its observations and experience of pet. Unless informed otherwise, kennel will use best judgment to decide whether to mix pets with others for purposes of feeding, play/exercise, etc.

On the day of departure: Kennel is open Monday through Friday 8am to 5pm and Sunday 3pm to 5pm, keeping in mind that kennel is closed on Saturdays (to people) and any holiday closure schedule in effect. Owner(s) understands that pet(s) should be picked up during normal operating hours by Owner(s) or designated person to avoid an additional charge(s). If special arrangements are made with kennel, in advance, for a Saturday drop-off or pick-up, kennel may charge a "Day Care"

fee in addition to standard Boarding fees. A \$25.00 NSF charge will be added for all returned checks.

If Owner will send someone other than owner to pick up pet(s) at the end of their stay with Kennel, then Owner must so advise Kennel; without clear instruction from Owner, Kennel reserves the right to refuse to release pet to anyone other than the Owner.

Owner agrees to pay for any other service(s) requested by Owner or as may be needed by pet(s) including, for example, any flea remedy or veterinary visit deemed by Kennel in its discretion to be necessary to ensure the health and/or safety of the pet(s) while in Kennel's care.

For the protection of all guests, any pet(s) with fleas will be bathed one (1) or more times immediately upon admission incurring "flea bath" charge(s), and any other flea remedies necessary to rid pet(s) of fleas, all of which will be in addition to boarding charges, for facility treatment(s). See Kennel's published rates.

All charges incurred by Owner(s)/pet shall be payable prior to receipt of pet(s).

# 2. OBLIGATIONS OF KENNEL

In exchange for Owner's agreement to pay and to perform all obligations of this contract, Kennel agrees, subject to the below conditions and requirements, to kennel and board Your pet(s), which must be identified at the time of initial admission on Kennel's PET DATA FORM. Kennel agrees to exercise due and reasonable care to keep the Kennel premises sanitary and properly enclosed. Kennel agrees to feed pet(s) properly and regularly, and to house them in clean, safe quarters.

In the event of detectable illness or injury that, in kennel's sole discretion, appears to require veterinary attention, Kennel agrees to seek appropriate veterinary advice and, if deemed in Kennel's discretion necessary, veterinary treatment, all at Owner's cost.

# 3. RELEASE BY OWNER

Kennel accepts no liability and requires Owner(s) to release, pay, defend, and indemnify Kennel and its principals, employees, and/or agents for any and all claims arising due to loss, injury, and/or damage to Your pet(s), or to persons, to other pets, and/or to property, caused by or resulting from Your pet(s) and/or their presence in the kennel, whether said loss, injury, or damage arises from disease, theft, fire, death, escape, runaway, injury, bite, contact, natural causes, or any other harm or cause(s); it being at all times understood and agreed that Your obligations set forth in this paragraph will be secondary to any and all of your available liability insurance coverages. Owner further agrees that to the extent available in Owner's liability insurance policies, Owner hereby names Kennel as additional insured therein.

# 4. STIPULATIONS OF OWNER

Kennel, as Owner's agent shall have, and is herby granted, a retaining lien and right of retention on Owner's pet(s) for any and all unpaid charges resulting from boarding pet at Kennel.

Owner stipulates that if Kennel takes pet to a veterinarian, Kennel may reasonably rely on veterinarian's expertise, and Kennel will not be liable for any veterinarian errors.

Owner stipulates that Kennel's ability to use sound judgment in caring for pet is dependent on accurate and relevant information from Owner.

#### 5. OWNERS MANDATE TO KENNEL

If pet becomes ill or if Kennel deems that the state of the animal's health requires professional attention for any reason or that the animal's health status is in question, then Kennel, as Owner's agent, may engage the services of a veterinarian or another appropriate professional, administer non-prescribed medicines, and/or give other attention to the animal that in the exercise of the discretion of Kennel personnel is appropriate, and all expenses thereof shall be for the account of and paid by Owners. Owner's signature below hereby extends said mandate and Kennel's signature hereby accepts same.

# 6. MUTUALITY OF CONTRACT

It is understood by Kennel and Owner(s) that all provisions of this Contract shall be binding upon both parties hereto for all pet visits. This Contract contains the entire agreement between the parties and supersedes and replaces any prior contracts; its terms may not be altered except in writing under signature of all parties.

# 7. GOVERNING LAW AND FORUM SELECTION

This contract will be governed by Louisiana law, and any dispute arising hereunder if brought to Court must be brought in Lafayette Parish, State of Louisiana.

OWNER(S)/REPRESENTATIVE(S):	KENNEL:
<del></del>	<del></del> `
Signature	Bowzer House Boarding, LLC (337) 504-4750
Print	
Date:	
Signature binds You as <b>Surety/Guar</b> obligations set forth in the foregoing	N AS SURETY: As Owner'(s) Representative Your rantor of Owner with respect to any and all g contract including specifically, but not limited all payments, whether they are due now or upon
REPRESENTATIVE(S)/SURETY:	
	Address:
Signature	<del>,</del>
	Phone:
Print	