

## PET BOARDING AND DAYCARE AGREEMENT

This agreement (the "agreement") is made between "**Beloved Furever Friend**" (as defined herein) and the pet owner whose signature appears below (the "**Owner**"), which parties agree as follows:

### Applicability:

1. This agreement will govern all present and future use by the Owner of any facility of Beloved Furever Friend (each, a "Facility") for boarding, daycare, grooming and any other service or goods provided to the Owner's pet (the "Pet") named below.

### Payment for Services:

1. The owner will pay, at the established rate of Beloved Furever Friend, all costs and charges for all boarding, daycare, grooming, veterinary and other services and goods provided for the Pet by Beloved Furever Friend. All costs and charges due from the Owner to Beloved Furever Friend will be paid in full at the end of each visit. Beloved Furever Friend will have the right to refuse to release the Pet to Owner until all outstanding costs and charges have been paid in full. Beloved Furever Friend will have a lien upon the Pet in the amount of any costs and charges not paid when due.
2. If the Owner fails to pick up the Pet on its scheduled checkout date, or the Pet is not released by the Owner because of the Owner's failure to pay all costs and charges owed to Beloved Furever Friend, Beloved Furever Friend may, at its option, continue to provide to the Pet any or all of the services contemplated by this Agreement and the Owner will be obligated for the payment of those costs and charges at the then-current rate of Beloved Furever Friend.
3. The Owner authorizes Beloved Furever Friend to charge any credit card of the Owner on file with Beloved Furever Friend for any charges that are not paid by the Owner when due.
4. The Owner will pay all collection costs, including attorney's fees and court costs, regarding any sums owed by the Owner to Beloved Furever Friend that are not paid when due.
5. The Owner will pay a fee of \$25.00 for any returned or dishonored check issued by the Owner to Beloved Furever Friend.

### Pet Health Services:

1. IF at any time Beloved Furever Friend, in its discretion, determines that it is necessary to engage the services of a veterinarian, administer medicine, or give other treatment or necessary attention to the Pet, Beloved Furever Friend may do so and the Owner will pay all costs and expenses incurred for such veterinarian services, medications, or other necessary attention to the Pet. Such payment will be made immediately upon request of Beloved Furever Friend, but in any event not later than the end of the Pet's visit. The Owner also authorizes Beloved Furever Friend to immediately charge any credit card of the Owner on file with it for any charges for veterinary services, medicine, treatment, or other necessary attention provided to the Pet during its visit.
2. If Beloved Furever Friend determines that the Pet was brought to the Facility infested with fleas or ticks, Beloved Furever Friend may provide to the Pet any medication, bath, or other necessary treatment and the Owner will pay all costs and expenses for such medication, bath or treatment.
3. Owners are responsible to have all pet(s) vaccinated annually. Under no circumstances will Beloved Furever Friend board any pet that does not receive the following vaccines; **Leptospirosis, Distemper, and Rabies.**

### Abandoned Pets:

1. If the Owner fails to pick up the Pet within five (5) days of its scheduled checkout date, or Beloved Furever Friend has not released the Pet to the Owner within five (5) days of its scheduled checkout date due to non-payment, Beloved Furever Friend may, at its option, send the Owner a written notice stating that if the Owner fails to pay all outstanding costs and charges owed to Beloved Furever Friend and pick up the Pet from the Facility within ten (10) days of the date of such notice, the Pet will be deemed to be an "Abandoned Pet". The notice to the Owner will be sent by regular United States Mail to the most current address of the Owner on File with Beloved Furever Friend.
2. Beloved Furever Friend may, at its option, place any Abandoned Pet with any humane society, animal shelter or animal rescue group, or permit any person selected by Beloved Furever Friend, in its sole discretion, to adopt the Abandoned Pet.
3. The Owner will have no further ownership right or other claim with respect to any Abandoned Pet and hereby releases Beloved Furever Friend, its members, managers, shareholders, directors, officers, employees, customers, guests, invitees, agents, contractor, and all other persons or entities (including any agency, shelter, or person receiving ownership or possession of the Abandoned Pet) from any claim, loss or liability regarding the Abandoned Pet or Beloved Furever Friend care, treatment or disposition of the Abandoned Pet.

- 4 The Owner hereby waives any statutory right to notice or other rights of the Owner regarding any Abandoned Pet provided under applicable law. Notwithstanding the foregoing, Beloved Furever Friend may, at its option, exercise any rights and remedies regarding any Abandoned Pet provided under applicable law in addition to or in lieu of its rights and remedies under this Agreement.
- 5 No action of Beloved Furever Friend regarding any Abandoned Pet will relieve the Owner of any liability for any outstanding costs or charges owed to Beloved Furever Friend regarding the Abandoned Pet.

**Owner Warranties and Representations:** The Owner warrants and represent to Beloved Furever Friend that:

- 1 The Owner is the sole owner of the Pet, free and clear of any claim, lien or encumbrance, and has full power and authority to enter into this Agreement.
- 2 All information provided by the Owner regarding the Pet is accurate and complete and the Owner has fully disclosed to Beloved Furever Friend any pre-existing illnesses, injuries or behavioral problems or conditions regarding the Pet.
- 3 The Pet has not been exposed to rabies, distemper or any other contagious disease within the sixty (60) days prior to any stay at any Facility.
- 4 Each of the Owner's warranties and representations will be true and correct during all present and future visits by the Pet.

**Liability of Beloved Furever Friend:**

- 1 Beloved Furever Friend will at all times exercise reasonable care for the Pet while at any Facility.
- 2 The Owner hereby releases Beloved Furever Friend, its members, managers, shareholders, directors, officers, employees, customers, guests, invitees, agents, contractors, landlords and tenants from all claims, costs, expenses, suits and causes of action, including attorney's fees and court costs, related to any illness, injury, loss or death regard the Pet, except those caused solely by the gross negligence or willful misconduct of Beloved Furever Friend.
- 3 In no event will any liability of Beloved Furever Friend to the Owner exceed the lesser of: (i) the current chattel value of a pet of the same species and breed; or (ii) \$15,000.
- 4 Beloved Furever Friend will not be liable for any damage to or loss of any personal items left by the Owner with Beloved Furever Friend.
- 5 Beloved Furever Friend is not liable for natural deaths that could occur in senior dogs.

**Liability of Owner; Indemnification:**

- 1 The Owner will be solely responsible for the behavior and actions of the Pet while at any Facility.
- 2 The Owner will indemnify, hold harmless and, if requested by Beloved Furever Friend, defend Beloved Furever Friend and its members, managers, shareholders, directors, officers, employees, customers, guests, invitees, landlords and tenants from and against all claims, costs, expenses, suits and causes of action, including attorney's fees and court costs, arising from or related to (i) the behavior and action of the Pet while at any Facility; (ii) any injuries to the Pet, any other pets or any person, or damage to any Facility or other property, caused in whole or in part by the Pet; (iii) any breach by the Owner of any terms or condition of the Agreement; and (iv) the falsity of any warranty or representation made by the Owner to Beloved Furever Friend.
- 3 The Owner's obligation hereunder to indemnify, hold harmless and defend will survive any termination or expiration of this Agreement.

**Photographic and Video Release:**

- 1 Beloved Furever Friend, its agent, licenses and news agencies may from time to time photograph, videotape or record images of the Pet in connection with the business of Beloved Furever Friend and all such images will be the sole and exclusive property of Beloved Furever Friend or such other parties.
- 2 Beloved Furever Friend, its agent, licenses and new agencies may publish, copyright or use any images or recordings of the Pets (including, without limitation, publishing the images or recordings on any website), identify or use the name of the Pet and alter any images or recordings of the Pet, including, without limitation, for commercial purposes, without any consent or approval of, or compensation to, the Owner.
- 3 The Owner releases and discharges Beloved Furever Friend and its members, managers, shareholders, directors, officers, employees, customers, guests, invitees, agents, contractors, licenses and news agencies from all claims, suits, and liabilities related to the creation, publication and use of any images or recordings of the Pet, including, without limitation, any claims, suits, and liabilities for libel or invasion of privacy.

Owner's Initials \_\_\_\_\_

**Miscellaneous:**

1. This Agreement contains the entire agreement between the parties.
2. All terms and conditions of this Agreement will bind and benefit Beloved Furever Friend, the Owner, and any other owner of the Pet, and the heirs, administrators, personal representatives, successors and assigns of each of them.
3. This Agreement supersedes any prior agreements between the parties regarding the subject matter of this Agreement.
4. If any provision of this Agreement is held to be invalid or unenforceable, the balance of this Agreement will continue in full force and effect, to the fullest extent permitted by law or equity.
5. This Agreement will be governed by the laws of the State of New York, without any reference to principles of conflict of laws.

**Arbitration:**

1. Any claim or dispute between the Owner and Beloved Furever Friend regarding this Agreement or its subject matter which has not been resolved through negotiation between the parties will be settled and determined through arbitration in accordance with the Rules of Commercial Arbitration of the American Arbitration Association.
2. Any arbitration conducted pursuant to this Agreement will be conducted by a single arbitrator to be agreed upon by the parties, or if the parties cannot agree upon a single arbitrator, each party will select an arbitrator who will then select a single arbitrator who will conduct the arbitration.
3. Any arbitration conducted pursuant to this Agreement shall be conducted in New York, unless prohibited by applicable law.
4. The written decision of the arbitrator will be binding, final and conclusive on the parties and will be the exclusive final remedy of the parties under this Agreement. The arbitrator will determine the costs and fees of the prevailing party, including reasonable attorney's fees, and such costs and fees will be included in the arbitration award. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**Waiver of Jury Trial: If for any reason the foregoing arbitration provisions are found to be unenforceable, each party knowingly and voluntarily waives any rights it may have to a jury trial regarding any dispute arising out of or related to this Agreement or the matters described herein.**

OWNER	FUREVER FRIEND REPRESENTATIVE
_____ PRINT NAME	_____ PRINT NAME
_____ SIGNATURE	_____ SIGNATURE
_____ DATE	_____ DATE

**NAME OF PET(S)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Beloved Furever Friend  
101 Henry Street  
Massapequa, NY 11758

**VETERINARY RELEASE FORM**

Veterinarian Clinic: \_\_\_\_\_

Vet's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone#: \_\_\_\_\_

To Whom It May Concern:

During my absence a representative of Beloved Furever Friend has been contracted to care for my pet(s). I give Beloved Furever Friend my permission to transport my pet(s) to my veterinarian (or to another veterinarian clinic if needed).

Beloved Furever Friend will attempt to contact me as soon as medical care is deemed necessary. However, in the event I can not be reached immediately, I authorize veterinary treatment for my animal(s) during my absence. I understand that Beloved Furever Friend assumes no responsibility for the loss of any pet and is released from all liability related to transportation, treatment, and expenses. I will be responsible for any and all charges incurred in the treatment of my pet(s).

PET OWNER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

HOME#: \_\_\_\_\_ CELL#: \_\_\_\_\_ WORK#: \_\_\_\_\_

PET(S): \_\_\_\_\_

\_\_\_\_\_

If above named veterinarian is not available, I agree that another vet in his/her practice may care for my pet(s). If neither of these veterinarians are available, I give permission for Beloved Furever Friend to take my pet(s) to the nearest animal hospital or emergency clinic. Beloved Furever Friends reserves the right to utilize the services of any veterinary clinic. If time permits, we will attempt to utilize your primary veterinary clinic. This consent for treatment has no expiration date unless otherwise noted:

\_\_\_\_\_  
PET OWNER NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BELOVED FUREVER FRIEND REPRESENTATIVE

\_\_\_\_\_  
DATE