



Boarding & Daycare Agreement

(One Time Form Per Client)

Client Name: _____

Guest Name: _____

Pet Name: _____

Pet Microchip#: _____

HOURS

Boarding Hours: Monday – Sunday 8:00 AM – 8:00PM ; Staff on premises 24 hours/day
 Boarding Check-in: 12:00 PM – 8:00 PM
 Boarding Check-out: 8:00 AM – 12:00 PM (late pick-up charges may apply)
 Daycare: Check-in and pick-up times are by appointment.

DAYCARE & BOARDING AGREEMENT

Services:

We (the Animal & Bird Veterinary Medical Center Inc., & the Dog Tired Inn) agree to provide daycare and boarding services for your pet(s) and any additional services of which you (the pet owner) have requested and to which we have agreed to.

Payment for Services:

You agree to pay us completely and in full for all the services that we provide for you and your pet(s). Returned checks are subject to a \$25 fee in addition to the bank fees charged us in addition to any other remedies available under California law. Prices may change without notice and may be seasonal. We will start your charges on the day your pet arrives. Pick up time is by 12 noon on the day you have set for your pet's departure. Late pick up charges are available after 12 noon on your pet's departure date and are charged by the hour.

Late Pick Up Fees:

We charge \$10.00 for every hour or fraction thereof.

Your Certification:

You hereby certify that your pet is (i) non-aggressive towards humans and other pets, (ii) in good health and that (iii) your pet has not been sick within the last 30 days. An additional charge of 20% - 100% will be applied for unaltered or aggressive pets.

Your Agent:

If you use an agent that person must be; (i) an adult over 18 years old and ; (ii) cannot be one of your pet's primary owners and; (iii) must have your authority to make any and all decisions for you and your pet which bind you and make you financially responsible and; (iv) must be available. We need to talk with your agent like we can talk with you.

Diet:

We feed your pet a premium maintenance diet unless you provide your pet's food packaged in individually labeled portions with your pet's name written on it.

Additional Services:

We can provide various additional services with an associated fee. These services include veterinary health exams, medicating your pet, grooming services, special diets, special feeding times, special exercise programs, and special physical therapy programs.

Personal Items:

Personal items are usually a good idea but may be left only at your absolute risk. We are not liable or responsible for damage or loss of any kind. All items must be clearly marked with the pet's name.

Reservations:

Reservations are accepted and are secured with a credit card deposit.

Cancellations:

If you need to cancel your reservations please do so at least three (3) days in advance to avoid late cancellation charges or loss of your deposit.

Emergencies:

Should a medical problem arise during your pet's stay, we will make every effort to contact you to notify you of your pet's status and give an estimate for treatment. Should the condition be deemed life threatening, of a contagious nature, or of a nature that will worsen without treatment, appropriate treatment will be performed and the charges added to your bill.

DAYCARE & BOARDING AGREEMENT (cont.)

Photos & Publicity:

Your pet may, on occasion, be videotaped, photographed and recorded while with us. If this occurs Animal & Bird Veterinary Medical Center Inc. shall be the sole owner of all copyrights and all proceeds of taping, photography, and recordings with the rights, throughout the world and we reserves all the rights to reproduce, display, distribute and use an unlimited number of times and in perpetuity, license to others in any manner. Your pet may be used in any and all media and in the promotion, advertising, sale and publicizing, and exploitation of the Animal & Bird Veterinary Medical Center Inc., at no cost to us.

Abandoned Pet:

You understand that if you do not pick up your pet within 14 days of your scheduled pickup your pet will be considered abandoned and handled in accordance with California law. Additionally, you will remain liable for all charges incurred.

Additional Provisions:

This Contract; (i) represents and incorporates our entire understanding and may be amended only in writing and signed; (ii) will be binding and inure to the benefit of the successors, executors, administrators, heirs, representatives and assigns of the parties; and (iii) is governed by California law. Waiver of any breach of this Contract will not operate or be construed as a waiver of any subsequent breach. If any portion of this Contract is determined to be invalid or unenforceable the remainder of this Contract will be enforced. If any legal, equitable or other action, claim, or proceeding of any kind or nature (including appeals, enforcement of judgments and collection) is brought to enforce or interpret any provision of this agreement, then the prevailing party will be entitled to its attorneys' fees and costs, in addition to any other relief to which it may be entitled.

WAIVER & RELEASE

Assumption and Liability:

Even though the information that you provided on the Daycare and Boarding Admittance Form is complete and accurate to the best of your knowledge, pets often respond differently and unpredictably to a different venue of people, pets, sounds, situations and environments. By signing this waiver and release, you assume full and absolute responsibility for your pet's behavior, health, and any injury or malady that may occur to your pet while in our care.

Indemnification of Animal and Bird Veterinary Medical Center Inc. & The Dog Tired Inn:

You agree to indemnify, defend and hold the Animal & Bird Veterinary Medical Center Inc. & the Dog Tired Inn harmless from and against any and all claims, actions, causes of action, losses, damages, liabilities, costs, judgments, and attorney's fees to which the Animal & Bird Veterinary Medical Center Inc. may become subject to, relating to or arising out of your pet's presence at our facility or caused by your pet.

Assumption of Risk:

You as a pet owner understand and acknowledge that there is an inherent risk of disease transmission, accident or injury to your pet, other pets or persons associated with group pet play. You understand that, even in the most controlled and well-supervised circumstance, there may be incidents and unpredictable behavior that could result in injury to your pet. Your pet might contract an infection or illness from close contact with other pets. It is not uncommon for some pets to lose weight, develop a dull or rough hair coat, a respiratory infection and / or diarrhea in a boarding situation. After considering these factors, you have decided that the risk associated with placing your pet(s) in a group setting with other pets is outweighed by the benefits of socialization, exercise and stimulation derived by your pet(s). Therefore, you expressly and voluntarily assume all risk of injury or disease suffered as a result of alleged or actual negligence on the part of the Animal & Bird Veterinary Medical Center Inc., another pet or any third party.

Waiver and Release:

You hereby waive all claims and release the Animal & Bird Veterinary Medical Center Inc. from all liability to your person, your pet(s), your employees, agents, representatives, successors and assigns for all liability, claims, damage, or demands for personal injury, death, or property damage, known or unknown, past and future, arising from or related to the Animal & Bird Veterinary Medical Center Inc. pet care services provided whether the illness, injury, death or property damage occurs on or off the Animal & Bird Veterinary Medical Center Inc.'s premises. This release includes, without limitation, any personal injury, death, or property damage caused by the active or passive negligence of any person associated with the Animal & Bird Veterinary Medical Center Inc. You shall bear sole responsibility for any and all loss.

I acknowledge that I have carefully read the Daycare and Boarding Admittance Form, the Daycare and Boarding Agreement, and the Waiver and Release and understand the contents. I acknowledge that the Animal & Bird Veterinary Medical Center Inc, Dog Tired Inn is materially relying on this waiver and is allowing my pet(s) to engage in play with other pets and, if boarding, to stay in the Dog Tired Inn overnight care facility. I further represent and warrant that I have read California Civil Code §1542, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

I, FOR MYSELF, MY PET(S), MY EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, EXPRESSLY WAIVE ANY AND ALL RIGHTS AND BENEFITS UNDER CALIFORNIA CIVIL CODE §1542. THIS IS A SPECIFIC RELEASE GIVING UP ALL RIGHTS WITH RESPECT TO THE TRANSACTIONS OR OCCURRENCES THAT ARE BEING RELEASED UNDER THIS AGREEMENT.

Remedies and Agreement to Arbitrate: In no event will your remedies and our liability for any damages under this contract exceed the amount of fees paid by you to us. Any controversy regarding this agreement by any party to this contract will be settled in accordance with the rules of the American Arbitration Association, and the judgment upon the award rendered by an arbitrator may be entered in the Superior Court of California in and for Riverside County. The arbitrator may, as part of his or her judgment, allocate costs or award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party.

Last Name: _____

First Name: _____

Signature: _____

Date: _____

WHERE OUR CLIENTS HAVE POSITIVE EXPERIENCES AND OUR PATIENTS EXPERIENCE POSITIVE RESULTS!

Revised: 10/2013