Client Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Initials\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Auburn Kennels, LLC**

**5190 Bell Rd.**

**Auburn, CA 95602**

The following terms and conditions constitute a contract between you, the pet owner, (the “Owner”) and Auburn Kennels, LLC, a California limited liability company (the “Kennel”). If you represent the pet owner, you must write below the name, address, and telephone number of the pet owner and state your relationship to the pet owner. In such case the term Owner in this contract applies to you as well as to the pet owner, and you represent and warrant that you are authorized to act on behalf of the pet owner.

This contract applies to this visit and will be kept on file to apply to future visits. Please read the contract and sign to show that you agree with all the terms and conditions.

1. Pets may be picked up during our regular business hours from 8:00 AM to 10:00 AM or 4:00 PM to 5:30 PM except that Saturdays we are open mornings only. We are closed for some holidays, including but not limited to: 7/4, 12/24 PM, 12/25, 12/31 PM, 1/1, Presidents’ Day, Thanksgiving, Easter, Memorial Day, and Labor Day.
2. Owner specifically represents that pet is in good health, has had the current vaccinations required, and has not been exposed to rabies, distemper, bordetella, or parvovirus within thirty days prior to the date on this contract.
3. Owner specifically represents that he or she is the sole owner of the pet(s), free and clear of all liens and encumbrances except as noted above the Owner’s signature.
4. By signing this contract and leaving his or her pet with Kennel, Owner certifies to the accuracy of all information given about said pet and about the Owner in this contract.
5. Owner agrees to pay all costs and charges for boarding and special services specified in this contract at the rates shown for this visit and in the future at the standard rates posted.
6. Kennel reserves the right, in its sole discretion, to require payment in cash.
7. If 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 licensed veterinarian or administer medicine or give other requisite attention to the animal. Kennel will use reasonable efforts to use the veterinarian listed by Owner on this contract as Kennel deems appropriate in its sole discretion.
8. Kennel shall exercise reasonable care in performing its duties under this Agreement. HOWEVER, NEITHER THE KENNEL NOR ANY OF ITS PRINCIPALS, EMPLOYEEES, AGENTS, OFFICERS, MANAGERS, OR LANDLORD (THE “RELEASED PERSONS”) SHALL BE LIABLE FOR ANY INJURY OR DAMAGES ARISING OUT OF OR RELATED TO ANY INJURY OR ILLNESS TO THE PET OR OWNER WHILE ON THE KENNEL’S PREMISES, UNLESS DIRECTLY CAUSED BY SUCH RELEASED PERSON’S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. IT IS EXPRESSLY AGREED BY OWNER AND KENNEL THAT NEITHER KENNEL’S NOR ANY OTHER RELEASED PERSON’S LIABILITY SHALL IN ANY EVENT EXCEED THE LESSER OF THE CURRENT CHATTEL VALUE OF A PET OF THE SAME SPECIES OR THE SUM OF $500.00 PER ANIMAL BOARDED.
9. The Owner further agrees to be solely responsible for any and all acts or behavior of the pet while on the Kennel’s premises. Owner shall indemnify and hold harmless the Kennel, its principals, employees, agents, officers, managers, and landlord from any and all claims, injuries, damages, losses, liabilities, costs and expenses (including attorney’s fees) arising out of or related to any breach of this agreement by Owner or any action or inaction by Owner of the pet while on the Kennel’s premises.
10. All charges incurred by Owner shall be payable upon pickup of pet. Owner further agrees that the pet shall not leave the Kennel until all charges are paid to Kennel. For stays longer than two weeks, partial payment must be made in advance and on a regular basis such that the outstanding bill is no more than two weeks boarding. THE OWNER HEREBY AGREES THAT IN THE EVENT THE BOARDING CHARGES ARE NOT PAID WHEN DUE IN ACCORDANCE WITH THIS CONTRACT, THE KENNEL MAY DEEM THE PET ABANDONED AND DISPOSE OF PET UPON TEN DAYS WRITTEN NOTICE GIVEN BY KENNEL TO OWNER BY CERTIFIED MAIL RETURN RECEIPT REQUESTED TO THE ADDRESS SHOWN ON THE CONTRACT. The Owner shall be liable for all boarding fees until the pet is disposed of but for a period of no longer than thirty days from the date the return receipt for said letter referenced above is received by the Kennel. Kennel may in its sole discretion decide on how to dispose of the pet and the Owner specifically waives all statutory or legal rights to the contrary. If the pet is sold, the amount received less the costs of sale will be applied to the costs of board or other delinquent charges. All monies realized by the Kennel at such sale, over and above the charges due and costs of sale, shall be paid by Kennel to Owner.
11. Pick up of pets outside of the normal business hours is available only under extreme emergencies and at Kennel’s sole discretion. Owner will be responsible for paying a $50.00 surcharge plus all boarding fees due until the next day that the Kennel is open for normal business hours.
12. Owner agrees to pay all reasonable legal and collection fees required for Kennel to collect outstanding charges or for Kennel to collect from a check not honored by the bank. A $20.00 charge will be assessed for each returned check. If Owner does not immediately cover a returned check, a fee as stipulated by California law will be charged equal to three times the value of the check or $500.00, whichever is less. Pet owner is responsible for paying all collection fees.
13. This Agreement must be construed, and its performance enforced, under California law, without regard to its conflicts of law provisions. Any dispute arising out of or relating to this contract shall be settled by arbitration in Sacramento, California in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by an arbitrator may be entered in any court having jurisdiction thereof. Nothing in this provision on arbitration shall preclude the Kennel from proceeding in Small Claims Court for collection of money due for service provided.
14. In any dispute that arises out of the relationship of the Kennel and the Owner, including tort claims, the prevailing party will be entitled to attorneys’ fees and costs.
15. 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.
16. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.
17. At Auburn Kennels we do the very best we can to keep your dog happy while staying at our facility by giving as much feeding, exercise, playtime, and attention that is reasonable. However, if your dog has an excessive barking problem, as determined in the Kennel’s sole discretion, the Kennel may apply a barking control collar to your dog that issues a non-harmful electrical shock if barking persists. The collar is usually left on for one hour at a time. This is important to keep a peaceful environment for the other pets as well as the surrounding neighbors of the property. Please initial\_\_\_\_\_\_\_\_.

*Remainder of Page Intentionally Left Blank*

*Signature Page Follows*

This contract applies to this visit and will be kept on file to apply to future visits. Please read the contract and sign to show that you agree with all terms and conditions.

**OWNER:** **AUBURN KENNELS, LLC:**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Print Name Print Name

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship to Owner if signing on behalf

of Owner:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner’s Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City State Zip

Owner’s Phone Number:

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