

BOARDING/TRAINING/DAY CARE AGREEMENT for Dog's name _____

Please read and sign Truly Balanced Dog Care, LLC Boarding/Training /Day Care Agreement.

BOARDING/TRAINING/DAY CARE AGREEMENT This is a contract between True Balanced Dog Care, LLC (hereafter called "TBDC") and the dog owner, whose signature appears below (hereafter called "Owner"):

1. TBDC agrees to exercise due and reasonable care and to keep the TBDC premises sanitary and properly enclosed.
2. Owner's dog is to be fed according to owner's instructions and housed in clean, safe quarters.
3. All dogs are boarded or are otherwise handled or cared for by TBDC without liability on TBDC's part for loss or damage from disease, theft, fire, death, running away, injury, or harm to persons, or other dogs, or property by said dog, or other unavoidable causes, due diligence and care having been exercised. Owner agrees to indemnify TBDC for any third-party claims or other damages as a result of injury or other harm caused by Owner's dog, or for any misrepresentation by Owner to TBDC related to Owner's dog.
4. Owner agrees to pay the rate for boarding. (Charges include the day of drop off through, and including, the day of pick up. The per day price is \$45.) Owner agrees to pay the rate for day care. The owner agrees to pay the rate for training.
5. Owner further agrees to pay all costs and charges for special services requested and all veterinary costs for Owner's dog while in the care of TBDC.
6. By signing this contract and leaving Owner's dog with TBDC, Owner certifies to the accuracy of all information given about Owner's dog.
7. TBDC shall exercise reasonable care for the dog delivered by Owner to TBDC for boarding, training or day care. It is expressly agreed by Owner and TBDC that TBDC's liability shall in no event exceed the lesser of the current chattel value of a dog of the same species or the sum of \$200.00 per dog boarded. **OWNER WAIVES ANY AND ALL RIGHTS TO CONSEQUENTIAL OR INCIDENTAL DAMAGES WITH REGARD TO THE INJURY OF LOSS OF OWNER'S DOG WHILE UNDER THE CARE OF TBDC.** Owner further agrees to be solely responsible for any and all acts or behavior of said dog while it is in the care of TBDC.
8. Owner specifically represents that he/she is the sole owner of the dog, free and clear of all liens and encumbrances.
9. Owner specifically represents to TBDC that the dog has not been exposed to rabies or distemper within a thirty-day period prior to boarding.
10. All charges incurred by Owner shall be payable prior to stay. Owner further agrees that Owner's dog shall not leave TBDC until all charges are paid to TBDC. TBDC shall have, and is hereby granted, a lien on the dog, and any other property left with TBDC for Owner's dog, for any and all unpaid charges resulting from boarding Owner's dog at TBDC. Owner hereby agrees that in the event the boarding charges are not paid when due in accordance with this contract, TBDC may exercise its lien rights without further notice to Owner. TBDC may dispose of the dog for any and all unpaid charges, at private or public sales, in sole discretion of TBDC; and Owner specifically waives all statutory or legal rights to the contrary. If such sales shall not secure a price adequate to pay such costs of board or other charges delinquent, plus cost of sale, then Owner shall be liable to TBDC for the difference. All monies realized by TBDC at such sale, over and above the charges due and costs of sale, shall be paid by TBDC to Owner.
11. If Owner's dog becomes ill or if the state of the dog's health requires professional attention, TBDC, in its sole discretion, may engage the service of a veterinarian of its choosing to give requisite attention to the animal as directed by the veterinarian. All expenses for professional services shall be paid by Owner.
12. 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 Owner and TBDC for this visit and for all subsequent visits. To the extent any portion of this contract shall be determined to be invalid or unenforceable, the remaining portions of this contract shall be valid and enforceable to the extent allowed by law.
13. 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 filed in the State of New Hampshire and settled 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.
14. The arbitrator shall as part of this award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees to the prevailing party.

15. During peak season [peak seasons being school vacation weeks, all major holidays, and summertime (June 1-Labor Day weekend)] to secure a reservation, payment in full for the entire stay is required at least one month prior. If your dates change, please give TBDC at least 14 days' notice prior to your originally scheduled drop off day. TBDC will then apply any unused days to a future stay. Any additions to the length of your stay must be paid prior to drop-off. In the event that 14 days' notice is not given, prepayments are nonrefundable. If you must CANCEL your stay during peak season, TBDC will need at least 14 days' notice prior to your originally scheduled drop off day. In this case, TBDC will apply your prepayment to a future stay. In the event that 14 days' notice is not given, prepayments are nonrefundable.

16. During non-peak season, to secure a reservation, Owner is responsible for full payment 7 days prior to drop off. If your dates change, please give TBDC at least 48 hours' notice prior to your original scheduled drop off day. TBDC will then apply any unused days to a future stay. Additional days must be paid for prior to stay. In the event 48 hours' notice is not given, prepayments are nonrefundable. If you must CANCEL your stay during non-peak season, TBDC will need at least 48 hours' notice prior to your original scheduled drop off day in order to apply your prepayment to a future stay. In the event that 48 hours' notice is not given, prepayments are nonrefundable.

17. In the event that Owner must cancel day care or training services, TBDC will need at least 48 hours' notice prior to your original scheduled day in order to apply your prepayment to a future service. In the event that 48 hours' notice is not given, prepayments are nonrefundable.

18. I agree that my dog may be videotaped, photographed and/or recorded. TBDC shall be the exclusive owner of the results and all such tapings, photos and recordings will be used only by TBDC for promotion, advertising, sales or publicizing.

TBDC Representative: _____

Date: _____

Dog Owner: _____

Date: _____