

## Terms and Conditions

**Boarding:** The Center agrees to board Dog in its kennels in Agua Dulce, California, for the period of time specified in this Agreement. The Center shall exercise due care to keep its kennel premises sanitary and properly enclosed. Dog shall be fed promptly and regularly and shall be housed in clean, safe quarters. ***The Terms and Conditions of this Agreement shall also apply to any additional periods where Dog has been brought back to the center for rehab or other purposes.*** However, the Center is not obligated to accept Dog for any additional periods beyond the initial time period specified in this Agreement. If Owner visits Dog while Dog is in the Center's custody, such visitation shall be subject to the Center's rules and regulations.

**Dog Rehabilitation:** Owner understands, acknowledges and agrees that rehabilitation of Dog may require the use by the Center and its employees and agents of single or multiple disciplines, activities, devices and/or dog training tools that may include, but are not limited to, running, jumping, swimming or wading in swimming and wading pools, treadmills, leashes, collars, tension collars and/or e-collars.

**Photographic/Audio Recording Authorization:** Owner permits the Center to take and utilize the name, voice, likeness, photographs and audio/visual recordings of Dog and/or Owner, without any compensation to Owner or Dog. Owner understands and agrees that any such photographs and audio/visual recordings may be used in any and all media now known or hereinafter devised by the Center or its partners, assignees or licensees.

**Liability:** The Center shall exercise reasonable care with respect to Dog. The Center shall not be liable for any losses, injuries or damages arising out of or resulting from the boarding or Rehab of Dog or the services provided by the Center hereunder, or otherwise occurring while Dog is in the custody or care of the Center or otherwise during the term of this Agreement (whether on or off the Center's premises), including but not limited to the death of, injury to, or loss of Dog (whether by accident, theft, fire, running away, disease or otherwise), except where any such losses, injuries or damages are caused by the gross negligence or willful misconduct of the Center or any of its agents or employees. In no event shall the Center be liable for any injury or damages to Dog or the death of Dog, while Dog is being transported to or from the Center, whether or not the Center arranged for or provided the transportation.

Owner shall be solely responsible for all acts and behavior of Dog at all times during the term of this Agreement (including without limitation, for damage to the kennels, the attendants, other animals and itself), and in no event shall the Center be liable for Dog's acts or behavior (except to the extent, if any, that such acts or behavior are due to the gross negligence or willful misconduct of the Center, its agents or employees).

**Indemnity:** Owner shall indemnify and hold harmless the Center and Center's agents, employees, officers, directors, contractors and affiliates and theirs, successors and assigns of the foregoing, from and against any and all claims, damages, causes of action, liabilities, losses, judgments and expenses (including reasonable attorneys' fees) arising out of or resulting from Dog's acts or behavior (except to the extent, if any, that Center is responsible for the same due to the gross negligence or willful misconduct of the Center).

**Ownership:** Owner specifically represents that Owner is the owner of Dog and that there is not now any lien or other encumbrance against Dog and that Dog has not been exposed to

distemper or rabies within the last thirty (30) days prior to delivery of custody of Dog to the Center.

**Illness of Dog:** In the event Dog become ill or otherwise requires medical attention, the Center shall use good faith efforts to notify Owner via the telephone number or address listed above, if upon notification Owner does not immediately inform the Center regarding measures to be taken, or if Dog's health requires emergency action, the Center shall have the right to utilize the services of a veterinarian or to furnish other medical attention within its discretion, and any expenses or charges incurred by the Center in connection therewith shall be the sole responsibility of Owner and shall be promptly paid by Owner.

**Claims for Damage:** Owner must file with the Center a written claim for any damages or injuries resulting from the boarding or rehab of Dog pursuant to this Agreement within thirty (30) days from deliver of Dog to Owner; and unless Owner files such notice within the prescribed time, Owner waives all rights which Owner may have against the Center for any liability, arising under this Agreement or otherwise, for damages to Dog.

**Limitations of Liability:** The parties agree that the maximum liability of the Center and its owners, officers, employees and/or agents, in the aggregate, related to the subject matter hereof (including those for death of, injury to, or loss of dog), and whether sounding in contract, tort or otherwise, shall be \$2,500.00 (Two Thousand Five Hundred Dollars) as to any and all claims asserted by all persons and entities. The parties further agree that in no event shall the Center or its owner, officers, employees or agents be responsible to Owner or others for emotional distress and similar damages.

**Severability:** If there shall exist any conflict between any provision of this Agreement and any law or governmental regulation, the latter shall prevail, and the provision of this Agreement affected shall be curtailed, limited or eliminated to the extent, but only to the extent, necessary to remove such conflict and as so modified, and this Agreement shall continue in full force and effect.

**Effect of Contract:** This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective heirs, successors and assigns.

**Governing Law/ Arbitration:** This Agreement shall be governed by and construed under the laws of the State of California. Any disputes arising under this Agreement or related in any way to Dog or to this Agreement or the subject matter thereof, shall be submitted to arbitration with the American Arbitration Association in accordance with the rules of that arbitration association. Arbitration shall be conducted at Los Angeles, California. The parties shall share equally all initial costs in arbitration. All decisions of the arbitrator shall be final, binding, and conclusive on all parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof.

*IN WITNESS WHEREOF*, the parties have executed this contract at Saugus, California the day and year first above-written. Owner acknowledges that Owner has read and understands this entire Agreement and that Owner has received a copy of this Agreement, with the understanding that all deposits and payments are non-refundable and the contract may not be cancelled by Owner.

**AGREED AND ACCEPTED**

*I have read and under this legal disclaimer, am of legal age and fully capable of entering into this agreement, and hereby agree to all of the terms and conditions contained herein.*

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*(Owner Signature)*

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*(Owner Printed Name)*

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*(Date)*