

Woodpoint Bed and Biscuit Boarding Agreement

321 Webber Road

Spartanburg, SC 29307

(864)579-0828

1. Owner agrees to pay the rate in effect for any and all services starting from the date pet is checked into the kennel.
2. Owner further agrees to pay all costs and charges for special services requested, and all veterinary costs for the pet during the time said pet is in the care of the kennel.
3. Owner further agrees that the pet shall not leave the kennel until Owner pays all charges to the kennel.
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 on Contract.
5. Kennel shall exercise reasonable care for the pet delivered by the Owner to the kennel for boarding. It is expressly agreed by Owner and Kennel that Kennel's liability shall in no event exceed the lesser of the current chattel value of a pet of the same species or the sum of \$200.00 per animal boarded. The Owner further agrees to be solely responsible for any and all acts or behavior of said pet while it is in the care of the Kennel.
6. Owner specifically represents that he or she is the sole owner of the pet, free and clear of all liens and encumbrances.
7. Owner specifically represents to Kennel that the pet has not been exposed to rabies or distemper within a thirty day period prior to boarding.
8. All charges incurred by Owner shall be payable upon pick-up of pet, or when billed by Kennel at address listed on contract. The Kennel shall have, and is hereby granted, a lien on the pet for any and all unpaid charges resulting from boarding pet at the kennel. The Owner hereby agrees that in the event the boarding charges are not paid when due in accordance with the contract, the Kennel may exercise its lien rights upon ten days written notice given by Kennel to Owner by certified mail to address shown on contract. Kennel may dispose of pet for any and all unpaid charges, at private or public sale, in the sole discretion of the Kennel, and the Owner specifically waives all statutory or legal rights to the contrary. If such sale 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 Kennel for the difference. All monies realized by Kennel at such sale, over and above the charges due and costs of sale, shall be paid by Kennel to Owner.
9. 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 veterinarian or administer medicine to give other requisite attention of the animal and the expenses thereof shall be paid Owner.
10. PlayCare and/or PlayTime: Owner understands that PlayCare activities may result in minor injuries such as nicks, scratches, sore paws, and joint aches, etc. B&B Staff may wait until check-out to inform you of any non-serious injury, such as nicks, scratches, and sore paws. In the event your dog becomes ill or injured to the point of requiring medical treatment, B&B will first attempt to contact the Owner. In the event the Owner is unavailable, B&B will contact the Owner's veterinarian or our on-call veterinarian. B&B retains sole discretion to deal with emergency matters. Medical treatments received are the Owner's responsibility and at the Owner's expense. Owner understands and agrees that any problem or injury that develops with the pet will be treated as the B&B deems best and at its sole and absolute discretion.
11. Grooming: Sometimes unforeseen pre-existing conditions arise, such as skin allergies, shampoo allergies, moles, clipper sensitivity, matting and tangles, fleas, behavioral issues, bone or joint sensitivity, heart condition, seizures, etc. It is important that the Owner, inform Woodpoint Bed & Biscuit of any prior conditions. I hereby release Woodpoint Bed & Biscuit from any responsibility of any and all medical problems that may be uncovered and/or may occur during the grooming process. Owner is aware that additional charges may apply to base price.
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 the Owner and the Kennel.
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 of this contract, shall be settled by arbitration 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. The arbitrator shall, as part of his award,

determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party.

14. In any litigation arising out of this contract, the prevailing party shall be entitled to receive reasonable attorney's fees and costs.