

# MARKIM PET RESORT

4393 Carmel Valley Road, San Diego, CA 92130

Date \_\_\_\_\_

## Boarding Agreement

Owner \_\_\_\_\_ Telephone \_\_\_\_\_ Vet \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Emergency Number \_\_\_\_\_ Contact Name \_\_\_\_\_

Pet's Name \_\_\_\_\_ Birthday \_\_\_\_\_ Sex \_\_\_\_\_ Breed \_\_\_\_\_

Has your dog ever bitten anyone? \_\_\_\_\_

Special Instructions \_\_\_\_\_

Email: \_\_\_\_\_

This contract between Markim Pet Resort (hereinafter called "Facility") and the pet owner whose signature appears below (hereinafter called "Owner"), the parties agree:

1. Owner agrees to pay the rate for boarding in effect of the date the pet is checked into the facility, as posted in the facility office. This includes any special peak season rates. **Check out time is 12:00pm Mon-Saturday unless grooming is scheduled. Check out time is 10am on Sunday unless grooming is scheduled.**
2. If pet is to be boarded anytime over the holiday period (December 15-January 15) owner agrees to pay for ALL DAYS RESERVED.
3. Owner further agrees to pay for 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 facility.
4. All pets entering the facility must be clean and flea free. If upon inspection, this not the case, pet will be bathed at owner's expense.
5. Owner further agrees that the pet shall not leave the facility until owner pays all charges in full.
6. By signing the contract and leaving pet with facility, owner certifies to the accuracy of all information given about said pet.
7. Facility shall be exercise responsible care for the pet delivered by the owner to the facility for boarding. It is expressly agreed by owner and facility that the facility's liability shall in no event exceed the lesser of the current chattel value of a pet of the same species or of the sum of \$200 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 facility.
8. Owner specifically represents that he or she is the sole owner of the pet, free and clear of all lines and encumbrances.
9. Owner specifically represents to the facility that the pet 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 upon pick-up of pet, or when billed by facility an address listed on contract. The facility shall have, and is hereby granted, a lien on the pet for any unpaid charges resulting from boarding pet at the facility. The owner hereby agrees that in the event the boarding charges are not paid when due in accordance with this contact, the facility may exercise its lien rights upon ten days written notice given by the facility to owner by certified mail to address shown on contract. Facility may dispose of pet for any and all unpaid charges, at private or public sale, in the sole discretion of the facility, and 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, the owner shall be liable to the facility for the difference. All monies realized by facility at such sale, over and above the charges due and cost of sale, shall be paid by facility to owner.
11. If pet becomes ill or if the state of the animal's health otherwise requires professional attention, the facility, in its sole discretion, may engage the services of a veterinarian or a administer medicine or give other requires attention to the animal, and the expense therefore 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 to the heirs, administrators, personal representatives and assign of the owner and the facility.
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 settles by arbitration in accordance with the rules of the American arbitration Association, at San Diego CA, and judgement 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.

Owner's signature \_\_\_\_\_