

**Boarding and Playcare Contract** 

- 1. Owner agrees to pay the rate for boarding in effect on the date the pet is checked into The Backyard.
- 2. Pick up and drop off times are as listed:

<u>Boarding</u>: Monday-Sunday 7:30am-9:00am, 12:00pm-1:00pm and 5:00pm-6:00pm If special arrangements are made for pick up outside of these hours there will be an additional fee <u>Playcare</u>: Monday-Friday 7:15am-9am, 12:00pm-1:00pm and 5:00pm-6:15pm

3. Playcare: If your pet is not picked up during business hours, the pet will be checked into a

boarding suite for the night and will incur a boarding fee, along with necessary feeding charges.

4. The backyard reserves the right to require a two-night minimum stay over holidays and peak

seasons. May also require a deposit. Owner also acknowledges that the prices are subject to change without notice

- 5. The Backyard reserves the right to refuse any pet or customer
- 6. Pet must be leashed and controlled while coming and going from the premises
- 7. <u>Playcare</u>: Pet must be spayed or neutered by 7 months old to attend playcare (not applicable for boarding)
- 8. Puppies must be 12 weeks or older, in good health and have their first round of vaccinations to attend playcare or boarding.
- If owner does not provide food, boarding pets will be fed out house food at a charge of \$1.50 per meal
- All pets must be current on all vaccinations.
  For dogs this includes: Rabies, Distemper/parvo & Bordetella (kennel cough).
  Proof of vaccinations are required before your pets stay
- 11. Owner recognizes and accepts the while their pet is at The Backyard it may be stressful to the pet and will not hold The Backyard responsible for induced illness, injury,

behavior change or weight gain/loss during or after their stay

- 12. The Backyard reserves the right to decline acceptance of a pet if found to have a medical condition or exhibits behavior that renders the opinion that our facility is not in the best interest of the pet
- 13. The Backyard is not responsible for pre-existing medical conditions including but not limited to; heart conditions, ear infections, tumors, skin allergies/inflammation, arthritis, hip dysplasia, surgical sites, etc. The owner is to advise The Backyard of any medical conditions in writing
- 14. If the pet becomes ill or if the state of the animal's health otherwise requires medical attention, The Backyard, in its sole discretion, may engage the services or a veterinarian, administer medication or give attention to said pet at the owners expense
- 15. Owner further agrees to pay all costs and charges for requested services, amenities, and any

veterinary services for said pet during the time they are in the care of The Backyard

- 16. The Backyard reserves the right to immediately change your pet's type of boarding or daycare if we believe it is necessary to protect the health and well-being or your pet, other pets, or our staff. Owner agrees to pay any additional costs associated with the change
- 17. Owner agrees that The Backyard is in no way liable if their dog is injured while staying or playing at The Backyard. The owner is to be solely responsible for any vet bills
- 18. Owner further agrees that said pet shall not leave The Backyard until owner pays allcharges to The Backyard
- 19. The Backyard reserves the right to bathe a dirty or flea infested pet at the owners

expense

- 20. Owner agrees to the best of their knowledge the pet does not have a flea or tick infestation and gets regular flea/tick preventatives (ex: Frontline, Nexgard, Bravetcto)
- 21. By signing this contract and leaving said pet with The Backyard, owner certifies the

accuracy of all the information provided about said pet

22. The Backyard shall exercise reasonable care for pet delivered by owner to The Backyard. It is

expressly understood by the owner that The Backyard liability shall in no event exceed the lesser of the current chattel value of a pet or the same species or sum of \$200.00 per animal boarded

23. The Backyard is not responsible for any toys or bedding destroyed or damaged while in The Back yard's care

- 24. Owner agrees to allow The Backyard to use their pet's name and any images taken of the pet while the pet is at The Backyard facility, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials
- 25. The Owner specifically represents that he/she is the sole owner or the pet, free and clear of any liens, lawsuits or encumbrances
- 26. The owner specifically represents to The Backyard that the pet has not been exposed to rabies or distemper the 30 day period prior to boarding or playcare
- 27. Owner agrees to pay additional boarding charges for any checkout past the scheduled times
- 28. Force Majeure. Neither Owner nor The Backyard shall be responsible for failure or delay in performing its duties under this Agreement if such failure or delay is due to tornados, thunderstorms, snow/blizzard, fire, floods, drought, riot, war or other acts of nature
- 29. If a dog's stay exceeds the checkout date provided by the Owner by 10 days without

direct contact from the owners than ownership will be relinquished to The Backyard, and The Backyard will re-home the animals as we see fit

30. Any controversy or claim arising our of or retaliation to this contract, or the breach thereof, or as the result of any claim or controversy involving the negligence by any party to this contract, shall be settled by arbitration in accordance with the rules of the American Arbitration

Association, and the judgement upon the award rendered by an arbitrator may be entered in any county having jurisdiction thereof. The arbitrator shall, as part of the reward, determine the costs of such arbitration and reasonable attorneys fee of the prevailing party

31. It is agreed upon that all disputes shall be settled in Ottertail County or MN

In agreement to this contract:	
Owner signature:	Date:
Owner's printed name:	