

Holiday Pet Hotel, Inc.

PRINT LAST NAME: _____

Encinitas

PET NAME: _____

BOARDING CONTRACT

This is a contract between **Holiday Pet Hotel (HPH)**, a pet care facility, and the **Pet Owner (Owner)**, whose signature appears below, for boarding of Owner's pet. The term "pet" refers to all pets boarding with the same ownership.

- 1. **Owner agrees** to pay the rate of boarding in effect on the date pet is checked into HPH. Owner further agrees to pay all costs and charges for special services requested by Owner or Owner's agents. Cash, personal check, bankcards or travelers checks may make payment. All charges are due on or before the date the pet is to be picked up.
- 2. **Owner further agrees** that the pet shall not leave HPH until all accrued charges are paid.
- 3. **ABANDONMENT - NON-PAYMENT OF CHARGES:**

All charges become due on the date the pet is to be picked up. The scheduled pet pick up date may only be extended upon advance payment of all charges for the extended boarding period. HPH shall have, and is hereby granted, a lien on the pet for any and all unpaid charges resulting from caring for pet at the facility. Owner agrees, in the event charges are not paid within ten (10) days after they become due, in accordance with this contract, HPH may: (1) exercise its lien rights by selling the pet to satisfy such lien and costs of sale at public auction; (2) deliver pet to the Humane Society/Animal Control for disposition; (3) wait an additional four (4) days and then declare the pet abandoned under California Civil Code section 1834.5 (under Civil Code section 1834.5, a pet declared abandoned may be humanely destroyed if a new owner cannot be found for that pet after 10 days). Owner specifically waives all statutory and legal rights to the contrary.

4.(a) **REASONABLE CARE & LIABILITY:**

HPH shall exercise reasonable care toward the respective pet delivered by the Owner for boarding. Owner acknowledges that Owner is aware of and accepts the standard of care used by HPH for the care and boarding of pets. Owner expressly agrees that HPH's liability for negligence hereunder shall in no event exceed the lesser of the current chattel value of a pet of the same species or the sum of \$400.00 per animal (pet) boarded or groomed.

HPH specifically requires all pets be vaccinated against communicable diseases prior to boarding. HPH reserves the right to refuse admittance to any pet, which shows signs of illness. Despite these precautions, Owner acknowledges that Owner's pet will be exposed to other pets during boarding, and understands that any pet accepted for boarding may be harboring and could spread a communicable disease. Owner agrees to hold HPH harmless against any and all loss, damages or claims in the event Owner's pet contracts a communicable disease during boarding.

4.(b) **MEDICAL TREATMENTS:**

Owner represents that pet is healthy and has not been exposed to any known communicable disease within a thirty day period prior to boarding. The owner shall disclose elsewhere on this contract all known medical conditions and/or behavior problems, which may affect the pet's care. It is the Owner's responsibility to inform HPH of any changes in the pet's condition for all subsequent boarding stays.

If the state of the pet's health requires medical attention, HPH, in it's sole discretion, may engage the services of a veterinarian, may provide First Aid, administer medications or special diets or give other attention to the pet, and any and all expenses thereof shall be paid by the Owner.

5. **ARBITRATION.** 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 small claims court or arbitration in accordance with the rules of the American Arbitration Association and judgement upon the award rendered by an arbitrator may be entered in any court having jurisdiction thereof. (INITIAL HERE: _____)

6. This contract contains the entire agreement between the parties. All terms and conditions of this contract shall be binding on the heirs, successors, administrators, personal representatives, and assigns of Owner and Holiday Pet Hotel, Inc.

7. The terms of this contract are binding and continuing and shall relate to all times the pet is boarded unless a new contract is executed by the parties.

8. Owner represents (i) he or she is the sole owner of the pet, and (ii) all conditions medical and other stated below are a full and comprehensive list. **OWNER'S DISCLOSURE OF MEDICAL/PHYSICAL CONDITIONS AND/OR BEHAVIORAL PROBLEMS:**

Pet Owner's Signature:

Date:

X _____

X _____

Witness-HPH _____