

PET BOARDING AGREEMENT

Chesterfield Kennels

***713 Monmouth Road
Chesterfield, New Jersey, 08515***

This agreement (the "Agreement") is made and effective as of _____, [Insert Date] by and between Chesterfield Kennels, a New Jersey sole proprietorship located at 713 Monmouth Road, Chesterfield, NJ 08515 ("Chesterfield") and _____, [insert name of owner] the legal owner and/or authorized agent of the owner(s) ("Client") of _____ [insert name of pet(s)] ("Pet(s)").

THE PARTIES HEREIN AGREE TO THE TERMS AND CONDITIONS SET FORTH BELOW:

1. **Term.** The term of this Agreement shall commence on the effective date hereof and continue until terminated as provided in this Agreement. All post-termination provisions shall survive the termination of this Agreement to the extent necessary for Chesterfield to exercise any remedy, including an injunction, or benefit from any indemnity available hereunder and/or under applicable law.

2. **Services.**

a. **Daily.** Chesterfield agrees to provide boarding care services for the Pet(s) listed on the Pet Admission Sheet, attached hereto as Schedule I. Such boarding services shall include feeding of meals, water and playtime.

b. **Optional Care.** At additional expense to Client, Client may request additional services such as: feeding of special foods or administration of medications.

3. **Fees and Payment.**

a. **Fees.** The per day rate plus any assessed fees for additional services, as provided above, in each case will be charged in accordance with Chesterfield's current fee schedule and Client agrees to pay such fees when due. Such fees will include replacement fees for items damaged by Pet(s) including bedding materials.

b. **Payment.**

(i) Client understands this Agreement also serves as an invoice and Client hereby agrees to pay for services rendered in accordance with Chesterfield payment policies as communicated to Client. Client is at all times encouraged to ask questions and assumes full responsibility for understanding the services rendered and payment policies of Chesterfield.

(ii) A finance charge of 18% per month will be added to unpaid balances after 30 days. A handling fee of thirty-five dollars (\$35.00) will be charged on all returned checks.

(iii) One-half of the entire fee is required as a deposit on boarding arrangements in excess of 15 days.

(iv) Clients with a history of late payment will be required to pay in advance 100% of all fees before their Pet(s) can be boarded and provide a credit card for emergency costs.

(v) All cancellations by Client require 48 hours advance notice to allow re-

booking of the run. If Client does not give 48 hours advance notice, Client agrees to pay a two (2) day boarding fee per Pet.

(vi) If it is necessary to initiate collection proceedings on the account, Client agrees to reimburse Chesterfield for all fees and cost of collection, including attorney fees and court costs.

c. Payment for Pet(s) Boarded in Excess of 15 days. For Pet(s) that are boarded in excess of 15 days, Client agrees to pay half the total upon check-in and agrees to pay Chesterfield every 15 days for the services rendered under this Agreement, including necessary veterinary care as provided in Section 5(a).

4. Pick Up Responsibilities. Unless special arrangements are made in advance, Client agrees to pick up Pet(s) on the day and time Pet(s) is due to be picked up. If Pet(s) is not picked up by 6:00 pm, Pet(s) will be boarded for the night and Client may only pick up Pet(s) after 9:00am the next business day. Client agrees to pay all additional fees incurred as a result of Pet(s) extended stay.

5. Veterinary Care.

a. Chesterfield will make reasonable efforts to contact Client if Pet(s) is ill, but Client hereby authorizes Chesterfield to do all that is necessary and in the best interest of the Pet(s), including, seeking veterinary care. Client agrees to pay all related expenses associated with the treatment of Pet(s) until Client is reached and available to discuss further care and costs with the attending veterinarian.

b. Should Pet(s) become ill, Chesterfield will use reasonable efforts to contact Client's veterinarian, to provide all necessary medical/surgical treatment (including euthanasia) he/she deems necessary and humane, and Client hereby agrees to pay all fees, costs and expenses related thereto.

Name of Facility _____

Veterinarian Name _____

Telephone Number _____

c. If Chesterfield is unable to contact Client's veterinarian, Client hereby authorizes Chesterfield to obtain emergency veterinary care as deemed necessary in Chesterfield's sole discretion and Client hereby releases Chesterfield, its affiliates, members, officers, employees, subcontractors, clients and agents, and will pay, indemnify and hold harmless any and all of them from any and all liabilities, damages, costs, expenses or losses directly or indirectly arising out of, resulting from, or relating to, veterinary care sought for the Pet(s), including transportation of Pet(s) and attorney fees and court costs. Client hereby authorizes Chesterfield to approve medical and/or emergency treatment (including humane euthanasia) as recommended by a veterinarian selected by Chesterfield. Client agrees to immediately reimburse Chesterfield for any and all expenses and fees incurred by Chesterfield for the foregoing, including reasonable attorney fees and court costs.

6. Liability Waiver. Chesterfield agrees to provide the services stated in this Agreement in a reliable, caring and trustworthy manner. In consideration of these services and as an express condition thereof, Client expressly releases and holds harmless Chesterfield, its affiliates, members, officers, employees, subcontractors, clients and agents, and will pay, indemnify and hold harmless any and all of them from any and all liabilities, damages, costs, expenses or losses directly or indirectly ("Losses") arising out of the provision of the services under this Agreement, including injury to Client or Pet(s), injury caused by another animal, and injury to Client's child(ren). Client agrees to be solely liable for any damage Pet(s) and/or Client's child(ren) cause to any person, animal, or property of another, including Chesterfield. Client agrees not to, now or in the future, hold Chesterfield liable for any Losses Pet(s) may cause to any person or animal. In the event of inclement weather or natural disaster, Chesterfield is hereby authorized to use its discretion in the care and transportation of the Pet(s) and Client agrees to hold harmless Chesterfield for Losses related thereto.

7. Client Representations.

a. Vaccinations. Client hereby warrants and represents that Pet(s): (1) is currently vaccinated and, (2) will be currently vaccinated for the entire period(s) during which Pet(s) is boarded for the following diseases:

Dogs: Rabies, Bordetella, and Distemper

Cats: Rabies, Viral Rhinotracheitis; Panleukopenia; Calicivirus

CLIENT MUST PROVIDE A COPY OF CURRENT SHOT RECORDS ON OR BEFORE ARRIVAL OR BOARDING WILL BE DENIED.

Client agrees to pay for all Losses, including, medical costs, that arise directly or indirectly from a Pet(s) that is not currently vaccinated for the above listed diseases.

b. Bites and Aggression. Client hereby represents that the Pet(s) has never seriously bitten (ie, broken skin) of any person or animal, nor shown any signs of aggression towards any person or animal.

8. Termination.

a. Either Chesterfield or Client may terminate this Agreement at any time by providing notice to the other. Upon termination, Client will immediately pick up Pet(s) and pay all charges that are due.

b. Chesterfield also may terminate this Agreement at any time, if Chesterfield, in its sole discretion, determines that the Pet(s) poses a danger to the health and safety of any person and/or animal. In the event of an emergency, if Chesterfield is unable to care for the Pet(s) and the Client cannot be reached, Client hereby authorizes Chesterfield to transfer the Pet(s) to a friend or relative and agrees to pay for all the charges related to such transfer.

Name of friend/relative _____

Relationship: _____ **Telephone #** _____,

c. Chesterfield's obligations under this Agreement will terminate after Pet(s) has been transferred to Client or any other authorized (by law or otherwise) to accept such transfer.

9. Abandonment of Pet. If Client does not pick up the Pet(s) on the date it is due to be picked up, Chesterfield will exercise all of its rights under New Jersey law with regard to the abandonment of animals set forth below and Client agrees to pay for all costs related thereto, including attorney fees and court costs.

New Jersey Law Title 45:16-15. Humane disposal of unretrieved animals; notice to owner

A veterinarian or boarding kennel may elect the humane disposal of an unretrieved animal no sooner than 4 days after the owner or agent thereof has signed or refused to sign for the receipt of a certified letter from the veterinarian or boarding kennel owner indicating intent to humanely dispose of the animal, which letter shall be sent to the owner's or agent's last known address. In the event the owner cannot be notified by certified mail, return receipt requested, the veterinarian or boarding kennel owner may elect humane disposal any time after 4 days following return of the certified mail receipt. The veterinarian or boarding kennel manager shall keep an accurate record of the date and method of disposal and the name, address and telephone number of the person or shelter receiving the animal. L.1979, c. 354, s. 3, eff. Jan. 29, 1980.

45:16-16. Financial liability of owner for treatment of animal

The humane disposal of an unretrieved animal shall not relieve the owner or agent thereof of any financial obligation incurred for treatment, boarding or care by the veterinarian or boarding kennel.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written, and each person, by signing his name below, agrees to be bound by each provision including any schedule referenced herein.

Client's Signature

Date

Client Address and Contact Information:

Address: _____

City: _____, ST _____ Zip _____

Home Phone # _____ Cell Phone # _____

Client email address: _____

Chesterfield Kennels

Date

Authorized Representative