

Field of Dreams Boarding & Training Kennel

29180 Santiam Hwy, P.O. Box 27
Sweet Home, OR 97386
(541)367-8297 Fax: (541)367-8235

This Contract is between Field of Dreams Boarding & Training Kennel (hereinafter called the "Kennel") and the pet owner/representative whose signature appears below (hereinafter called the "Owner"). The term "pet" refers to all pets of the Owner, and this contract shall apply to boarding from time to time of the pet.

PET NAME(S): _____

Please read carefully and initial each item:

____1. Owner specifically represents that he or she is the owner of the pet, or has been authorized by the Owner of the pet to enter into this Contract as the Owner's agent.

____2. Owner agrees to pay the charges posted at the Kennel for services and treatments effective on the date the pet checks into the Kennel (not when the reservation is made.) Rates are subject to change.

____3. Owner agrees to pay upon departure of pet from Kennel all costs and charges for services provided. Owner understands and agrees that pet shall not leave the Kennel until all charges are paid by Owner to the Kennel. Owner is aware that if the date of pick up is extended without prior approval of Kennel there will be an additional daily charge. If the balance is paid by check and the check is returned for any reason the owner agrees to pay a \$25 fee in addition to the amount of the bad check.

____4. Owner understands that the Kennel charges per calendar day and that there is a full-day boarding fee charged on day of arrival (regardless of check in time), and there is a full-day boarding fee charged for the day of departure (regardless of check out time).

____5. Owner asserts that all known medical and behavioral history of pet has been disclosed to Field of Dreams before boarding.

____6. Owner understands that Kennel staff is not a veterinarian or registered veterinary technician. Kennel does not board any pets with medical conditions that would require daily attention from medical staff.

____7. Owner understands that a cancellation fee will be charged to the credit card on file if the reservation is canceled or changed. If the cancellation or change is made with less than a seven calendar day notice (including a request for a later check in date or an earlier check out date) the cancellation fee is \$25 for each kennel reserved. Cancellations (including a request for a later check in date or an earlier check out date) made less than 2 calendar days in advance is subject to a \$50 cancellation fee for each kennel reserved. If you fail to show up for your boarding reservation you will be charged the full amount of your reservation plus the cancellation fee of \$50 for each kennel reserved to a maximum of \$100 per reserved kennel. For this purpose, a current credit card number and expiration date is required in order to confirm each reservation.

____8. If pet is to be boarded anytime over the holiday period (11/15 - 12/5 and 12/15 - 1/5), Owner understands that a non-refundable deposit of \$75 (per kennel reserved) is required in order to secure a holiday reservation. Credit card on file will be used to process this payment. Deposit will be applied to holiday boarding bill. If holiday boarding bill is less than applied Holiday Deposit(s), the difference will not be refunded. Owner agrees to the following holiday cancellation policies:

- a) If entire reservation is canceled - Owner forfeits Holiday Deposit. If canceled with less than seven day notice, owner also subject to cancellation fee outlined in Item #7.
- b) If only a portion of reservation is canceled with less than seven day notice (late check in, early check out, etc.) Owner will be charged a cancellation fee equal to the number of days deleted from reservation, not to exceed the amount of the Holiday Deposit (\$75), for each kennel reserved.

____9. Owner understands that no check in or check out is allowed outside of the regular business hours. Please allow ½ hour prior to closing times for check in and check out: example arrive no later than 10:30 am for morning check in or out and no later than 6:30 pm for pm check in or out (Morning hours 8 am - 11 am & Evening hours 3 pm - 7 pm).

____10. Owner understands that animals that are boarding in the same run will be placed in separate runs and the additional daily boarding fee will be charged if the kennel feels that the dogs need to be separated for any reason.

____11. Owner understands that for the safety of animals boarding, priority is always given to standard care and medical services over extra exercise services requested by Owner. If any operational issues (i.e., high occupancy, inclement weather, etc.) prevent the completion of all requested extra exercise services, you will only be charged for services that were completed.

____12. Owner understands that extra charges may be added to the bill at discretion of management for special handling or treatment that is above and beyond routine care. Special handling is defined as services beyond our standard boarding care due to behavior problems, health, or other unexpected care not anticipated at time of check in. Owner agrees to pay all such charges.

____13. Kennel prefers clients to stay within standard scheduling for food, treats, and medication. Any special requests for times other than this are subject to an additional fee per animal, per time. Client will be advised of such fee at time of check in.

____14. Owner understands that a Trip Fee of \$20 will be added to bill for each trip Kennel makes to take pet to a veterinarian. Owner authorizes Kennel to transport pet to veterinary office in case of emergency, or in non-emergency cases where Kennel has contacted Owner or emergency contact/pet's regular veterinarian and been advised of the need for transport.

____15. All pets entering Kennel must be clean and flea free. If upon inspection, this is not the case, a topical once-a-month flea treatment will be applied at Owner's expense, not to exceed \$25, unless client has listed a medical reason not to do so.*

*My pet cannot receive the following topical flea treatment (list all that apply): _____ Please contact me/authorized emergency contact or my veterinarian for direction on appropriate treatment.

____16. Kennel shall exercise due and reasonable care for pet. Except to the extent due primarily to the negligence of Kennel, Owner releases Kennel and its staff, and will hold Kennel and its staff harmless, from any liability or loss attributable to death, injury, illness or loss of pet or from any liability or loss from any acts or condition of pet, including without limitation, damage to property, persons or animals. In no event shall liability of Kennel or its staff, even for negligence, gross or otherwise, exceed \$300, and Owner will hold Kennel and its staff harmless from any liability or loss in excess of this amount.

____17. If a life threatening illness/injury occurs, the Kennel in its sole discretion may engage the services of medical staff of Kennels choosing for evaluation and treatment, regardless of your emergency treatment authorization included in this form in order to keep your pet stable. Expenses thereof shall be paid by Owner. Owner authorizes kennel to use credit card on file for payment of veterinary services at the time service is provided.

____20. Owner represents that pet is healthy and has not been exposed to any known communicable disease within the thirty-day period immediately prior to boarding. Owner agrees to disclose to Kennel all known medical conditions and/or behavior problems, which may affect pet's care prior to check in. Owner shall inform Kennel of any changes in pet's condition and behavior at or prior to check in for all subsequent boarding stays.

____21. Kennel specifically requires all pets be vaccinated against communicable diseases prior to boarding. Kennel reserves the right to refuse admittance to any pet that shows signs of illness or that does not meet Kennel vaccine requirements. Despite these precautions, Owner acknowledges that Owner's pet will be in an environment with other pets during boarding, and understands that any pet may harbor and spread a communicable disease. Owner releases Kennel from, and waives all claims and liability against Kennel for, all losses, damages, costs and expenses arising out of or in connection with any communicable disease contracted by Owner's pet during boarding. Current veterinary verification must be provided to Kennel prior to check in date. Owner understands and agrees to abide by Kennel's vaccine policy at all times.

____22. Owner understands that all charges become due on the date the pet is scheduled to be picked up. The scheduled pet pick up date may only be extended upon payment of all charges owing and advance payment of all charges for the extended boarding period. Field of Dreams Kennel 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, Field of dreams may: (1) Charge all amounts due to the Credit Card on file (2) exercise its lien rights by selling the pet to satisfy such lien and costs of sale.; (3) and/or deliver pet to a humane society for disposition (any fees associated with surrender of pet will be charged to the pet owner) Owner specifically waives all statutory and legal right to the contrary. Regardless of which of the above remedies Kennel, in its sole discretion, elects to pursue, Owner shall remain liable for all boarding and other fees. Should Kennel elect to sell the pet, any sale proceeds over and above the charges due and costs of sale shall be paid to the owner.

____23. Owner understands that if pet is not picked up within 14 calendar days after the day pet is scheduled for pick up, pet shall be deemed abandoned. Kennel then has the right to place pet with a new owner. (OR Civil Code Section 167.340, Abandoned Animals) Owner shall remain liable for all boarding and other fees.

____24. Owner releases Kennel from, and waives all claims and liability against Kennel for, damage to, or loss of, personal equipment or belongings provided by Owner for pet while the pet is boarded. Owner agrees to limit personal belongings to five items or less per pet boarding. No breakable items are allowed in Kennel (i.e. glass, ceramic bowls, etc). Items not taken home at check out will be donated if not picked up within 3 months of check out date.

____25. Owner understands that Kennel reserves the right to refuse service at its discretion. Kennel does not board animals with behavior problems that are deemed a safety risk for staff, other boarding pets or itself.

____26. 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 Kennel.

____27. Any controversy or claim arising out of or relation 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 resolved only by litigation in courts for Linn County, Oregon. The party substantially prevailing in this litigation shall be reimbursed all costs, including attorney fees, by the other party.

____28. HAS YOUR PET EVER BITTEN ANY PERSON OR ANIMAL (CIRCLE)? YES NO
If YES, please explain: _____

Field of Dreams Boarding Medical Treatment

In addition to the Boarding Contract items pertaining to medical treatment, in the event that medical evaluation is necessary during boarding, Field of Dreams Kennel will follow these procedures to provide your pet with appropriate medical attention.

1) In the event that medical attention is needed, Field of Dreams Kennel will make every effort to contact you or your designated emergency contact in addition to contacting your veterinarian. In the event that none of said emergency contacts are reachable, Field of Dreams Kennel will act on the advisement of your veterinarian and/or the medical staff overseeing your pet's care to do whatever treatment is reasonable to keep your pet stable until we are able to get in touch with you.

2) For physical evaluation, Kennel may seek consult/exam from Dr. Ellen Johnson, Mobile Veterinarian. Dr. Ellen Johnson will provide evaluation and treatment or recommendation for further treatment, evaluation or tests at a veterinary facility. Owner is responsible for any expenses incurred due to consult, exam, medication or other medical procedures performed at Kennel by Dr. Ellen Johnson or any other facility. Medical expenses will be charged to the credit card that we have on file either to the veterinary facility or to Field of Dreams Kennel if Kennel pays for the expenses.

3) If further medical attention is required, we will look to see if your own veterinary facility is a feasible option for treatment. Generally, we do not consider any clinic greater than 10 miles from Kennel to be a feasible option. Kennel reserves the right to discern whether Sweet Home Veterinary Clinic, Lebanon Animal Hospital, Lebanon Animal Clinic or Corvallis Emergency Hospital are a better option based on criteria including, but not limited to, whether we can arrange an exam and transport within our business hours, whether overnight or emergency care is needed, or if the risk of transport is too high.

