

## **BOARDING AGREEMENT FOR VERMILLION KENNELS, INC.**

**Definition:** “We” and “us” refers to Vermillion Kennels, Inc. a Minnesota corporation.  
“You” and “your” refers to the below designated Pet Owner.  
“Pet” refers to the designated pet on the “Pet Service Sheet” or such other pet that you turn over to us.

This Boarding Agreement and the supplements referred to herein shall apply to all visits by your Pet to Vermillion Kennels, Inc.

1. **Services.** We agree to provide the specific services (“Services”) to your Pet for each visit as indicated on the Pet Service Sheet that will be filled out for each of your Pet’s visits. You authorize us to exercise reasonable judgement in all circumstances as we provide the Services.
2. **Payment for services.** You agree to pay us for the Service we provide to your Pet during each visit at the rates set forth in our then prevailing Services and Rates Schedule at the start of each visit (collectively the “Charges”). Charges begin on the day you leave your Pet with us. Check out time is by 12:00 noon on the Departure Date and additional charges will be due for each day the Pet remains with us after the Departure Date.
3. **Reservations.** Reservations will be accepted but not guaranteed without your providing of a credit card account number that we can charge against.
4. **Cancellations.** If you need to cancel your reservation, you must do so at least (2) days prior to your scheduled Starting Date to avoid a one day cancellation fee.
5. **Your Agent.** If we cannot reach you, you authorize us to contact the individual designated as you Agent. You agree that your Agent shall have your full and complete authority to make all decisions on your behalf pertaining to the Pet.
6. **Emergencies.** In the event of an emergency evacuation of our kennel facility, or, in the event of any other emergency situation involving your Pet, reasonable efforts will be made to contact you or your Agent. In such situations, you authorize us to make temporary alternative arrangements to house and to otherwise care for your Pet until such time as you or your Agent can retrieve the Pet, and , you will remain financially responsible to us for all costs incurred in so caring for and housing your Pet.
7. **Check-In and Check-Out.** Our kennel is open for check-in and check-out as provided in the Pet Service Sheet. We may ask for identification as we want to be sure we only release your Pet to you, your Agent, or such other individual designated by you as authorized to pick up your Pet.
8. **Pet Health and Behavior.** We are prepared to care for older Pets and to administer routine medications for chronic conditions, but we are not equipped to care for acutely sick Pets or aggressive or biting Pets.
  - a. If your Pet is found to have fleas or ticks, you authorize their removal or other appropriate treatment at your expense. Further, if your Pet is diseased, sick, or injured, you authorize us to attempt to obtain appropriate treatment, including retaining the services of a veterinarian or the taking of other reasonable actions, at your expense.
  - b. We reserve the right to refuse to accept a Pet if at check-in it appears to us that such Pet has fleas, ticks, is diseased, is sick, or that its behavior could jeopardize the health or safety of other Pets or our staff (as we determine in our best judgement).
  - c. If your Pet passes away during its stay, we will attempt to notify you or your Agent at the telephone numbers you provide below, however, we will have the right to reasonably dispose of the Pet, at your expense.
  - d. If medication is to be administered to your Pet, you shall provide us with clearly marked original container(s) with instructions for each medicine and this provision shall constitute permission to administer such medication to the Pet in accordance with such instructions. We are not responsible for any adverse reaction of your Pet to any such medicine.
9. **Pets not picked up on Departure Date.** In the event that your Pet is not picked up on the agreed Departure Date, you hereby authorize us to continue to provide Services set forth in this agreement at your expense.
10. **Abandoned Pet Procedure.**
  - a. Any Pet not picked up within seven (7) days of the Departure Date will be deemed to be an Abandoned Pet. All services for an Abandoned Pet may be terminated by us at will, further, we may deliver the Pet to any

publicly accessible animal control, or, where permitted by law, to a third party adoption partner, and shall have no further responsibility for the Pet.

b. You shall remain liable to us for all unpaid charges including the court costs and reasonable attorney's fees incurred in the collection of Charges.

- 11. **Your warranties to us.** You warrant to us that you are the owner of the Pet, that you are fully authorized to enter into this Agreement, that all the information about you and your Pet in this Agreement is true, accurate and complete, and that the following is accurate:
  - a. That your Pet is healthy, not diseased, not sick, and is lawfully licensed.
  - b. That your Pet does not presently have and has not been exposed to rabies, distemper or any contagious illness within 30 days prior to beginning its stay with us.
  - c. That your Pet has no illness or behavior problem (including aggressive or biting behavior) that has not been disclosed to us, and, that your Pet is not a "Dangerous dog" (or other pet) as that phrase is defined in M.S.A. 374.50.
  - d. That your Pet has been fully vaccinated in accordance with all State or other requirements.

You agree to indemnify and hold us harmless, from and against all loss, damage or expense, including attorney's fees, resulting from misrepresentations by you or your Agent or resulting from your Pet's stay including, without limitation, loss to any person claiming to be the owner of your Pet and any person claiming damage or injury by your Pet.

- 12. **Miscellaneous Provisions.** This written Agreement constitutes our entire and only agreement and there are no real agreements or understandings except as provided herein.
  - a. This agreement can only be changed in writing signed by you and your Agent and by us.
  - b. This Agreement shall bind us and our assigns and you and your heirs and assigns.
  - c. The law that applies to this Agreement is the law of the State of Minnesota and of the Township of Eureka. If there are disputes that result in litigation, the courts of the State of Minnesota shall have exclusive jurisdiction.

- 13. **Contact with Other Pets.** While your Pet is staying with us, he or she may come into contact with other pets depending on the services your purchase.
  - a. You acknowledge and agree that in the unlikely event your Pet is injured by another pet, you will not hold us responsible for the injury.
  - b. If your Pet injures another pet or individual, you will be responsible for such injury or damages pertaining to the same.
  - c. Communicable diseases: All pets coming into our kennel are to have been fully vaccinated, however, it is still possible for a pet to become ill, even if vaccinated. You agree that you will not hold us liable for any claim in the event your Pet becomes ill during or after its stay.

- 14. **Personal items.** Do not bring items with your Pet that are valuable or irreplaceable. We are not responsible for loss or damage to any personal item or toy left with your pet.

**You have read this entire Agreement, you have had the opportunity to discuss it to your satisfaction, and you agree to its terms on each occasion that you leave your Pet with us.**

\_\_\_\_\_  
Pet Owner's Signature

\_\_\_\_\_  
Cell Phone

\_\_\_\_\_  
Pet Owner's Name - please print

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Address (street, City, State, Zip Code)

\_\_\_\_\_  
Date

**Agent(s) \*who can act on your behalf for all purposes under this Agreement**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

\*Be sure to advise the above Agent(s) that you have chosen him or her to act on your behalf.

Vermillion Kennels, Inc. associate initials: \_\_\_\_\_