

## Tail Country Pet Resort, LLC 7580 Hill Road, Dallastown, PA, 17313 Phone: 717-428-1799 OVERNIGHT BOARDING AGREEMENT

## PLEASE READ AND INITIAL EACH PROVISION BELOW:

Tail Country Pet Resort, LLC, (TCPR) agrees to provide specific services for your dog during each visit as you instruct. We will exercise reasonable judgment in all circumstances as we provide the services.

Tail Country Pet Resort agrees to exercise due and reasonable care in the handling of all dogs, and in keeping the facility properly enclosed, safe and sanitary. All dogs are cared for by TCPR staff without liability on the part of TCPR for loss or damage from disease, theft, fire, death, escape, injury, or harm to persons, other dogs, company property, or for other unavoidable causes, provided reasonable care and diligence have been exercised.

1. \_\_\_\_\_I agree to pay TCPR the rate(s) in effect on the date the dog(s) is/are checked into the facility and any other charges for optional activities and treats. A returned check fee of \$35 will be charged. Payment is due prior or at pick-up of any dog(s). TCPR reserves the right to refuse to provide future services until all charges and payments are paid in full.

2. \_\_\_\_\_\_ I understand that if I need to cancel my reservation, I must do so <u>at least fourteen (14) days/two weeks</u> prior to my arrival date. If a deposit was required to hold my boarding reservations, my deposit will be non-refundable if I cancel less than 7-days prior to my dog's reservations during the designated peak season and observed holidays.

3. \_\_\_\_\_ I understand that in the event I elect to return early and request to pick up my dog prior to the original scheduled departure date, TCPR has the right to charge for the remainder of the time reserved for the boarding quarters.

4. \_\_\_\_\_\_ I agree to take precautions against contagious illness and parasite exposure by consulting with my veterinarian prior to my dog's boarding. I have provided proof of vaccinations and certify that my dog is in good health and has not been ill with any communicable diseases within the last 14 days. If any of the required vaccinations were not given at least two (2) weeks prior to overnight boarding, TCPR reserves the right to cancel your reservations. The costs associated with veterinary treatment for those diseases will be at the owner's expense.

5. \_\_\_\_\_ I understand and agree that should my dog become ill or injured, TCPR will make every attempt to contact me, and then my emergency contact references provided on my registration form. If unable to reach me in an emergency situation, TCPR staff reserves the right and sole discretion to administer aid, and/or use a licensed veterinarian without liability. I accept responsibility for all costs for veterinary care.

6.\_\_\_\_\_I understand that anytime dogs are in proximity, which includes daycare, training and boarding environments, there is a risk of my dog(s) contracting an airborne disease; canine cough, (a.k.a. kennel cough), parainfluenza, or tracheobronchitis. Despite my dog(s) having the required Bordetella vaccine, they can still become ill. Canine cough is similar to the human cold or flu virus and is affected by many factors including stress levels, immunity and age of my dog. I do not hold TCPR responsible for any of the contagious illnesses mentioned and have reviewed and signed the contagious illness policy.

7.\_\_\_\_\_ Our services include indoor/outdoor areas for daily exercise. The owner may have selected optional activities that require the dog to be taken outside the facility for a nature walk. The owner authorizes their dog(s) to be exercised by outdoor walks, if requested as an additional activity or due to unusual circumstances. The owner holds TCPR harmless for any injury or loss that may occur by outside facility activities.

8.\_\_\_\_\_ I agree to be responsible for any and all property brought and left at TCPR with my dog(s).

9. \_\_\_\_\_I understand that TCPR exercises responsible care for the dog(s) delivered by the owner to TCPR by following the International Boarding & Pet Services, Professional Animal Care Certification Council and Off-Lease Play Industry Standards.

10. \_\_\_\_\_\_ I understand that as the owner, I am responsible for any damage and/or destruction that my dogs(s) have caused while on the premises at TCPR. If TCPR deems it necessary to relocate my dog(s) to another boarding quarters, due to any damage and/or destruction that was caused, I will be responsible for the new boarding fee as well as any lost revenue that may have entailed until the repairs are completed, and the boarding quarters can be occupied.

11.\_\_\_\_\_ In order to avoid any miscommunications, I understand any modifications or special instructions to this agreement must be submitted in writing and approved by TCPR. To ensure specific care, oral instructions are not deemed sufficient.

12.\_\_\_\_\_ I agree that my dog(s) may be videotaped, photographed, and recorded. TCPR shall be the exclusive owner of the results and have the rights to all proceeds of such tapings, photography, and recording. TCPR shall have the perpetual rights to copyright and to license any videos, photographs, and recordings to others to use in any manner. Unless you provide written notice to TCPR indicating otherwise, you agree that your dog(s) may be used in all media, including social media, and in the promotion, advertising, sale and publicizing of TCPR.

13.\_\_\_\_\_ Abandoned Dog Procedure: Your dog(s) will be considered abandoned if not picked up within 24 hours after the scheduled pick-up date. In no event shall TCPR have any further responsibility for your dog(s). You shall remain liable to us for any unpaid charges including costs entailed by placement into alternative care and reasonable attorney's fees incurred in the collection of the charges.

14. \_\_\_\_\_ All terms and conditions of this agreement shall be binding on the heirs, administrators, personal representatives and assigns of the owner and TCPR.

15. \_\_\_\_\_\_ Any controversy or claim arising out of or relating to this agreement, 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 settled by binding arbitration in accordance with the rules of the American Bar Association. The judgment upon an award rendered by an arbitrator shall be binding and may be entered in any Court having jurisdiction thereof. The arbitrator shall, as part of this award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party.

16. \_\_\_\_\_I hereby release TCPR, its agents, officers, employees or customers of TCPR from any and all liabilities for injuries to myself, my dog, or any other property of mine which arise in any way out of services and/or products provided by as a consequence of my association with TCPR. I acknowledge and understand that every dog reacts differently and that animals, by nature are unpredictable.

17. \_\_\_\_\_In the case of an emergency, I recognize the risks of injury that accompany transportation and accept these risks to permit transport by TCPR staff of my pet to and from TCPR or any other necessary location. Furthermore, I accept any and all conditions, rules and regulations of TCPR associated with the activities, use of the facilities and hereby agree to comply with them.

18. \_\_\_\_\_I have read and understand the rules and regulations set forth in this "Overnight Boarding Agreement" and have been given the opportunity to discuss this agreement with TCPR staff members to my satisfaction. I hereby agree to the provisions of this agreement. I have initialed each provision above to acknowledge my understanding and acceptance of all terms, conditions and statements of this agreement.

		Date:
(Dog Owner's Signature)	Dog(s)'s Name	
		Date:

(Dog Owner's Name – PLEASE PRINT)

Reviewed by Tail Country Pet Resort, LLC Staff Member