

Lucky River Daycare

Agreement

Agreement made on the _____ (*date*), between _____
(*Name of Pet Owner*) _____ of

(*street address, city, state, zip code*),

referred to herein as (*Pet Owner*), Lucky River Training and Daycare, of 130 6th Street Umatilla Oregon 97882, referred to herein as *Daycare*

For and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Information About Dog or Pet

A. Name of Dog or Pet _____

B. Name of Veterinarian _____
Phone Number _____

C. Grooming Information (**skip if we will not be taking to groomer**)

1. Name of Groomer: _____

2. Groomer's Phone Number _____

3. How often Dog or Pet is groomed and/or bathed at home: _____

D. Breed of Dog _____

E. Sex _____

F. Age _____

G. Color/Markings _____

H. License No. _____

I. Has the Dog bitten anyone? _____ If so, what were the circumstances?

J. Does your Dog have a tendency to do any of the following:

1. Jump _____

2. Climb _____

3. Run Away _____

4. Dig _____

- K. Unusual Tendencies
1. Fear of _____
 2. Dislike of _____
 3. Adverse reaction to strangers _____
 4. Urinate when approached _____
 5. Engages in self-mutilation _____
 6. Behavioral problems: _____

- L. Training
1. What training has Dog had _____
 2. Does he/she respond to commands when called _____
 3. Is he/she housetrained _____
 4. Who administers correction/discipline _____
 5. What type of correction/discipline has proven effective _____

 6. In stressful situations, does Dog react:
 wildly active
 active
 poised
 assured
 reserved
 withdrawn (lethargic/stiff)

M Has Dog been in Daycare before: (where) _____

N Any signs of separation anxiety or stress when attending _____

- O Medications
1. Name and dosage _____
 2. When does medication need to be administered _____

- P. Medical problems
1. Skin trouble _____
 2. Arthritis _____
 3. Other _____
 4. Have you pre-authorized your veterinarian to treat your Dog in case of illness while you are gone _____

2. Information about Pet Owner

A. Home Address: _____

- B. Phone Numbers
1. Home Number _____
 2. Work Number _____
 3. Cell Phone Number _____
 4. Emergency Phone Number _____

**3. Daycare Frequency (only available Monday to Friday)
Half day is less than 6 hours Full day is over 6 hours**

A. Days per week _____ (circle days you plan to drop off)
Half day is \$25 Full day is \$35

M T W T F
Drop off at _____ Pick up at _____

B. Monthly 5 days per week
Under 6 hours a day \$300 _____ (initial)
Over 6 hours a day \$400 _____ (initial)

Owner understands if purchasing the under 5 hour package and is longer than 5 hours
AT ALL a \$15.00 charge will happen for every occasion. _____ (initial)

C. Drop in Monday through Friday Owner understands 12 hour notice is required
Drop off at _____ Pick up at _____
Drop in with no schedule is half day \$35 full day is \$45

Emergency Care is available please call for information the day of

Lucky River Training and Daycare, of 130 6th Street Umatilla Oregon 97882, referred to herein
as ***kennel***

4. *Kennel* agrees to exercise due and reasonable care for the Dog for the *Owner*. *Kennel* does not assume and shall not be held responsible for any liability with respect to the Dog listed in this agreement, of any kind, character, or nature whatsoever, arising out of or from the boarding of this Dog, or any damages which may accrue from any other cause whatsoever, including loss by fire, theft, running away, injury to persons, animals or property, unavoidable causes, or death or injury to any other animal caused by the within named Dog during the term of this contract, whether this Dog be on the premises of the *Kennel* or not. *Owner* hereby agrees to be and is solely responsible for any and all acts of behavior of said Dog at any time within the term and time for the contract. In no case shall the *Kennel* be in any way liable or responsible.

5. Under no circumstances shall the *Kennel* be liable to the *Owner* or any third party in an amount exceeding the sum of One Hundred Dollars (\$100.00). *Owner* agrees not to claim any damages against said *Kennel* of any nature whatsoever, either by way of contract, equity, negligence or otherwise, in excess of said sum.

6. *Owner* specifically covenants, warrants and represents the following:
A. He/she is the sole owner of said animal;
B. There is not now any lien or mortgage against said animal; and
C. The animal has not been exposed to distemper or rabies within the last thirty days, and that the required annual license has been obtained.

7. *Kennel* shall have, and *Owner* hereby grants to *Kennel*, a lien on the aforesaid animal for any and all unpaid boarding and/or other charges resulting from the boarding of said animal within the *Kennel*. The *Owner* hereby agrees that in the event the monthly or weekly boarding charges are not paid within thirty days after they become due and payable in accordance with the terms of this contract, the *Kennel* may exercise its lien rights, and ten days after notice to *Owner* may dispose of said animal for any and all unpaid charges, at private or public sale, and *Owner* specifically waives and claims if such sale does not secure a price adequate to pay such costs of board and/or other charges delinquent plus costs of sale, then *Owner* shall and must pay to *Kennel* the difference. Any monies realized by the *Kennel* at such a sale, over and above the charges due and cost of sale shall be returned to the *Owner*. Notice shall be conclusively deemed to have been given pursuant to this paragraph if notice in writing of such intended sale shall be mailed by registered mail to the *Owner* of the within named animal at the address given herein, and no further notice shall be required.

8. If the animal becomes ill, or *Kennel* suspects animal is ill, the *Owner* shall be notified at once, collect, if possible, or such attempt shall be made to so notify the *Owner*, and if *Owner* does not immediately inform the *Kennel* regarding measures to be taken or if the state of the Dog's health requires quick action, the right to call a veterinarian or to administer medicine or to give advisable attention within the discretion of the *Kennel*, and such expenses being reasonable in amount shall be promptly paid by *Owner*. If Dog is to be groomed, it shall be groomed by: _____, and the *Owner* hereby deposits with the *Kennel* \$ _____ for same. Dog shall be groomed _____.

9. Unless *Owner* files with *Kennel*, within thirty days from the date the animal is removed from *Kennel*, a written demand for any claimed injury or damages resulting from the boarding of said Dog under this contract, said *Owner* shall and does hereby waive any and all rights which he may have against the *Kennel* for any liability arising under this contract, for damages, or otherwise.

10. The animal may be taken off premises by the *Kennel* without the consent of the *Owner*.

11. *Owner* personally guarantees full payment of the fees in order to pick up the animal. Interest charged on an overdue bill shall be at the maximum rate allowed by law, but not to exceed 1.5% per month, compounded daily.

12. *Owner* hereby attaches proof of current rabies immunization, distemper, hepatitis, leptospirosis and canine cough vaccinations as required by law.

13. Severability

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

14. No Waiver

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms

and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

15. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Oregon.

16. Notices

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

17. Attorney's Fees

In the event that any lawsuit is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

18. Mandatory Arbitration

Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

19. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

20. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

21. Assignment of Rights

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

22. In this contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns, singular includes plural and masculine includes feminine.

WITNESS our signatures as of the day and date first above stated

Owner of Animal

Lucky River Training and Daycare

(Printed name)

(Printed name)

(Signature of Pet Owner)

(Signature)

Medical Treatment Authorization

To Whom It May Concern:

1. *Kennel* is the present *pet care provider* for my Dog. I hereby authorize and voluntarily consent to having *Kennel* arrange, direct, sign for and consent to any and all routine or emergency medical care and treatment necessary to preserve the health of my Dog. Information is set forth below.

2. _____ (***Name of Pet Owner***) acknowledges that he is responsible for all reasonable charges in connection with the care and treatment rendered and acknowledges that no guarantees have been made as to the effect of such treatment rendered.

Pet Information

Name: _____

Date of Birth: _____

Sex: _____

Color of Hair and Identifying Marks: _____

Is your Dog microchipped? _____

Medical Conditions: _____

Witness our signatures this _____ (***date***).

Lucky River Training and Daycare

(***Printed name***)

(***Signature of Pet Owner***)

By: _____
(***Printed name***)

(***Signature***)