

KYM'S KRITTER KARE BOARDING AGREEMENT

This **PET BOARDING AGREEMENT** is made and entered into as of _____ (date) by and between **KYM'S KRITTER KARE** and the person identified on the signature page.

1. **KYM'S KRITTER KARE** arranges for temporary pet-sitting/dog boarding, pet daycare and related services in the comfort of **her** private home. Pet Parent hereby engages **KYM'S KRITTER KARE** to arrange for the care of his/her pet(s) on the terms set forth in this Agreement and in any supplemental pet information or reservation forms provided in connection with this Agreement.
2. The Pet Parent represents and warrants to **KYM'S KRITTER KARE** that as of each date on which he/she leaves a pet with **her**, and in respect to each pet(if more than one):
 - a. The Pet Parent is the rightful owner or caretaker of the pet;
 - b. The pet is current on all required vaccinations and such other vaccinations as may be required by **KYM'S KRITTER KARE**(pet parent agrees to provide such documents confirming such if requested);
 - c. Unless otherwise disclosed to **KYM'S KRITTER KARE**, the pet is housebroken and to the Pet Parent's knowledge, the pet is not prone to chewing, scratching, digging, or other destructive behavior;
 - d. To Pet Parent's knowledge, the pet is free of fleas, ticks, worms and other insects and parasites;
 - e. To Pet Parent's knowledge, the pet has no current illnesses or injury, except those that has been disclosed to **KYM'S KRITTER KARE** and
 - f. To Pet Parent's knowledge the pet has not bitten, or exhibited other aggressive behavior, toward any person or animal, except what was previously disclosed to **KYM'S KRITTER KARE**.
3. Pet Parent agrees with respect to each pet to:
 - a. Provide **KYM'S KRITTER KARE** with sufficient amount of pet food to feed the pet according to his/her normal feeding schedule while in **her** care unless other arrangements have been discussed;
 - b. Provide clearly marked medicine with instructions, if applicable, and Pet Parent hereby authorizes **KYM'S KRITTER KARE** to administer such medicine to the pet in accordance with such instructions;
 - c. Pay for any veterinary and related services needed while the pet is in the care of **KYM'S KRITTER KARE** through prearrangement with the pet's regular veterinarian. If prearrangement has not been made, Pet Parent agrees to promptly reimburse **KYM'S KRITTER KARE** for the cost of any services rendered by the veterinarian or related services.
4. Subject to paragraph 5 below, Pet Parent hereby authorizes **KYM'S KRITTER KARE** to seek veterinary care in the event a pet is injured or becomes ill while in **her** care and to use **her** judgment in such situations and authorizes and instructs Pet Parent's primary veterinarian to share the pet's medical records with **KYM'S KRITTER KARE** and any emergency or other veterinary clinic as necessary to provide the best veterinary care for the pet under the circumstances.
5. Pet Parent has provided **KYM'S KRITTER KARE** with a name and phone number for an emergency contact person. In the event a pet is injured or become ill while in the care of **KYM'S KRITTER KARE**, if Pet Parent cannot be reached, such emergency contact person is authorized to make all decisions regarding the extent of any medical treatment for the pet. In the event that neither Pet Parent nor the emergency contact can not be contacted, **KYM'S KRITTER KARE** is hereby authorized to allow charges of up to \$_____ on emergency veterinary expenses.

6. Unless Pet Parent has otherwise instructed, Pet Parent acknowledges and agrees that his/her pet may encounter and be allowed to interact and play with other dogs, other people with dogs, including children. Pet Parent further acknowledges that animals are unpredictable and that there is a possibility of injury to the pet or to another animal or person.
7. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PET PARENT (A) HEREBY RELEASES **KYM'S KRITTER KARE** OR ANYONE PERSONS IN **HER** HOME FROM ANY AND ALL LIABILITY FOR ANY INJURY OR ILLNESS SUFFERED BY HIS/HER PET WHILE IN THE CARE OF **KYM'S KRITTER KARE**, EXCEPT TO THE EXTENT SUCH ILLNESS OR INJURY IS THE RESULT OF **KYM'S KRITTER KARE'S** NEGLIGENCE OR INTENTIONAL MISCONDUCT; AND (B) AGREES NOT TO INITIATE ANY LEGAL PROCEEDINGS AGAINST **KYM'S KRITTER KARE** WITH RESPECT TO SUCH RELEASED CLAIMS.
8. WITHOUT LIMITING PARAGRAPH 7 ABOVE, **KYM'S KRITTER KARE'S** AGGREGATE LIABILITY FOR FAILURE TO PERFORM UNDER THIS AGREEMENT OR ANY INJURY OR ILLNESS TO A PET WILL BE LIMITED TO THE LESSER OF (A) THE COST OF THE STAY DURING WHICH THE FAILURE, INJURY OR ILLNESS OCCURRED OR (B) \$300.00. IN NO EVENT WILL **KYM'S KRITTER KARE** BE LIABLE FOR SPECIAL, COSEQUESNTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THEIR POSSIBLE EXISITENCE.
9. PET PARENT WILL INDEMNIFY , DEFEND AND HOLD **KYM'S KRITTER KARE** HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABLITIES, DAMAGES, FINES, PENALTIES AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM OR RESULTING FROM ANY BREACH OF THE REPRESENTATIONS, WARRANTIES OR COVENANTS CONTAINED IN THIS AGREEMENT.
10. **KYM'S KRITTER KARE** may refuse to provide pet care services or arrange for any pet care services for any reason, **in KYM'S KRITTER KARE** sole and absolute discretion.
11. Pet Parent agrees to pay all fees for services and other amounts owed under this agreement. Payment in full for services is due at time of drop off or otherwise stated by **KYM'S KRITTER KARE**. Client agrees that any overages for a pickup day and time in excess of that reservation, may result in extra charges. **One sleepover equals a 24 hour period or less.**
12. The terms of this agreement will govern any reservation form, pet information sheet, instructions from Pet Parent or other document relating to services to be provided by **KYM'S KRITTER KARE**.
13. If any provision of this Agreement is determined to be unenforceable, such provision will be deemed severed and the remaining provisions of this Agreement will continue in full force and effect.
14. **By signing below, Pet Parent acknowledges that he/she has read and understood this Agreement and agrees to be legally bound by its terms.**

_____ Date _____

Pet Parent signature

_____ Date _____

Kym's Kritter Kare/Kym Dumovich