



Boarding & Dog Daycare

6/1/2016

This DOG DAYCARE & BOARDING agreement is made this ____ day of _____, 20____, by and between Ruff Country, LLC ("RUFF COUNTRY, NM") and _____ (hereinafter known as "Pet Owner"). WHEREAS, RUFF COUNTRY, NM wishes to provide dog daycare and/or boarding services and Pet Owner wishes to accept such service on the terms and under the conditions recited below; The Parties, intending to be legally bound, hereby agree as follows:

1. Prices for Services are detailed in our Services & Pricing Guide. Prices are subject to change. Payment for all services is required before dog is picked up. Cash, check, and credit card payments are accepted.
2. RUFF COUNTRY, NM reserves the right to not accept a dog into daycare or boarding for any reason. All rules of the center are subject to change at the sole discretion of RUFF COUNTRY, NM.
3. RUFF COUNTRY, NM agrees to provide an off-leash environment for your dog to exercise and socialize with other dogs and our staff during daycare hours. RUFF COUNTRY, NM boarding services are not cageless; dogs are kenneled and left unattended overnight.
4. In the event that your dog becomes ill while in the care of RUFF COUNTRY, NM we will attempt to contact you. If you are not available, we will attempt to contact your veterinarian. At the discretion of RUFF COUNTRY, NM, your dog may be taken to an Emergency Veterinary Clinic, or a veterinarian of RUFF COUNTRY, NM's choice. It is understood that all expenses incurred due to your dog's illness or accident are the sole responsibility of the Pet Owner. Any expenses due RUFF COUNTRY, NM are to be paid in full at the time that you pick your dog up from RUFF COUNTRY, NM. We will not bill you or accept partial payment. Pet Owner authorizes RUFF COUNTRY, NM and its representatives to obtain medical treatment for the dog, in the event of an illness or accident.
5. Pet Owner agrees to hold RUFF COUNTRY, NM, its members, owners, directors, officers, agents, employees and lessor of the premises, harmless from any and all claims for loss or injury (including legal fees) which may be alleged to have been caused directly or indirectly to any person or thing by the act of the dog, and Pet Owner personally assumes all responsibility and liability for any such claim. Pet Owner further agrees to hold aforementioned parties harmless from any claim (including legal fees) for loss of the pet by disappearance, theft, death or otherwise, and from any claim or damage or injury to the dog whether such loss, disappearance, theft, damage or injury be caused or alleged to be caused by the negligence of RUFF COUNTRY, NM or any of the parties aforementioned. Pet Owner assumes sole responsibility for and agrees to indemnify and save the aforementioned parties harmless from any and all loss and expense (including legal fees) by reason of liability imposed by law upon any of the aforementioned parties for damage because of bodily injuries, including death at any time resulting wherefrom, or sustained by any person or persons, including Pet Owner, howsoever such injuries, death or damage to property may be caused, and whether or not the same may have been caused or alleged to have been caused by the negligence of the aforementioned parties or any of their employees, agents, trainers or any other persons
6. Pet Owner certifies that he/she is the actual owner of the dog, or is the duly authorized agent of the actual owner whose name is entered above.
7. Pet Owner represents that the pet is free of any infectious disease and is vaccinated for DHPP (Distemper, Hepatitis, Parainfluenza, Parvo), Bordatella, and Rabies. Pet Owner represents the pet is also free of contagious parasitic problems, whether internal or external (including fleas & ticks), and is free of any contagious skin disorder.
8. Pet owner is aware that the RUFF COUNTRY, NM center is a daycare facility by day and caged kennel by night, and is aware that there is inherent risk of illness and injury when dealing with animals.
9. This Agreement sets forth the entire agreement between the Parties with regard to the subject matter hereof. This agreement may be modified, superseded, or voided only upon the written and signed agreement of all the Parties.
10. Resolution of Disputes. Any controversy or claim arising out of or related to this Agreement shall be settled by arbitration administered by the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The proceedings on such arbitration shall be held in Dona Ana county unless the parties otherwise agree. The laws of the state of New Mexico shall apply to the dispute. The prevailing party shall be entitled to an award of attorney fees and costs. Pet owner's damages, if any, shall be limited to the monetary value of said pet.
11. Pet Owner represents that the information in the attached Dog Daycare application and/or Boarding In-Take Form is true and that RUFF COUNTRY, NM is reasonable to rely on the accuracy of said information.

I have read and understand the terms set forth above. I agree to abide by all the terms, conditions and statements of this RUFF COUNTRY, NM DOG DAYCARE & BOARDING AGREEMENT.

Signature: _____

Date: _____

Print Name: _____

Ruff Country, NM 1125 E. O'Hara Rd. Anthony, NM 88021

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