

This is a contract between **Winding Creek Kennels, Inc. (hereinafter referred to as "Kennel")** and the **Pet Owner** whose signature appears at the bottom of this boarding contract (**hereinafter referred to as "Owner"**).

1. **Owner** agrees to pay the rate for boarding in effect on the date pet is checked into **Kennel** (as posted in office).
2. **Owner** specifically represents that he or she is the sole owner of the pet, free and clear of all liens and encumbrances.
3. **Owner** further agrees to pay any and all costs and charges for special services needed & requested, and any and all veterinary costs for the pet that may arise during the time said pet is in the care of the **Kennel**. If **Kennel** should for any reason feel the pet needs to see a veterinarian, **Owner** gives **Kennel** full permission to take the pet/s to a licensed veterinarian for any care the veterinarian deems necessary. **Owner** further agrees that the **Kennel** does not need to call **Owner** first to get permission to take the pet/s to the veterinarian and **Kennel** has full authorization to make any decisions for the care of the pet based on the veterinarian recommendations. **Kennel** agrees to make every attempt to reach **Owner** (by phone, text, email, or any other means provided by the **Owner**) after the vet visit to update **Owner** on the pet/s condition. Should the pet require extraordinary veterinarian care (such as surgery or even euthanasia), **Kennel** will make every attempt to have Veterinarian work directly with **Owner** to make the best decision for the Pet. In any case, **Owner** agrees to pay for all veterinarian costs including transport to and from the veterinarian facility and any other costs incurred as a result of caring for the pet/s.
4. By signing this contract and leaving his or her pet with the **Kennel**, **Owner** certifies to the accuracy of all information given about said pet on the front side of this boarding contract, or on any future boarding contracts, and on any supplemental attachments relating to the boarding and the instructions thereof.
5. **Owner** specifically represents to **Kennel** that the pet has not been exposed to rabies, distemper, or parvo-virus within a 30 day period prior to boarding. **Owner** further represents to **Kennel** that the pet is free from any contagious ailments.
6. **Kennel** shall exercise reasonable care for the pet delivered by the **Owner** to **Kennel** for boarding. It is expressly agreed by **Owner** and **Kennel** that **Kennel's** liability shall in no event exceed the lesser of the current chattel value of a pet of the same species or the sum of \$100.00 per animal boarded. The **Owner** further agrees to be solely responsible for any and all acts of or behavior of said pet while it is in the care of the **Kennel**, and to indemnify and hold **Kennel** harmless from any claims arising there from. **Owner** of pet agrees not to hold the **Kennel** responsible for any injury to the pet.
7. All charges incurred by **Owner** shall be payable upon pick-up of pet. The **Kennel** shall have all rights and remedies that are set out in the Official Code of Georgia Section 44-14-490, et seq., as well as all other rights at law that the **Kennel** may have.
8. If pet becomes ill or if the state of the animal's health otherwise requires professional attention, the **Kennel**, in its sole discretion, may engage the services of a veterinarian or administer medicine or give other requisite attention to the animal, and the expense thereof shall be paid by the **Owner**. **Owner** of the pet described herein agrees not to hold the **Kennel** responsible for any illness or death of their pet or for any expenses incurred because of an illness or death of the pet described herein.
9. **Owner** agrees to pay any and all costs of collection, including, but not limited to, postage, vehicle mileage, hourly wages of **Kennel** time to collect, court costs, and reasonable attorney fees incurred by the **Kennel** to collect on an unpaid outstanding past due balance.
10. This contract contains the entire agreement between the parties. The parties further agree that this contract may not be amended unless the amendment is in writing. All terms and conditions of this contract shall be binding on the heirs, administrators, personal representative and assigns of the **Owner** and the **Kennel**.
11. At the election of **Kennel**, if any controversy or claim arising out of or relating to this contract, 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 at the election of **Kennel** by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall, as part of his award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party.
12. This contract shall be governed by and interpreted in accordance with the laws of the State of Georgia.
13. **Owner** agrees that their pet(s) may be videotaped, photographed, and recorded. The **Kennel** shall be the exclusive owner to the results and all proceeds of such tapings, photography, and recordings with the rights, throughout the world, and unlimited number of times in perpetuity, to copyright, to use and to license to others to use in any manner. The owner further agrees that their pet(s) may be used in any and all media and in the promotion, advertising, sale, publicizing and exploitation of Winding Creek Kennels, Inc.
14. **Owner** agrees to pay a \$30.00 service fee for checks that are returned for any reason. **Owner** further agrees to pay a service charge of 2% per month (24% annual rate) on any unpaid past due balance.
15. During Prime Time for **Kennel** (Summer, Weekends, any Holiday periods, & Spring Break), **Owner** agrees to give **Kennel** the specified proper notice before check in date (as posted in office & on web site) of any change or cancellation to reservation. **Owner** agrees to pay the minimum boarding fee per the posted policies if owner fails to give the proper notice of change or cancellation. **Owner** further agrees that any change or cancellation to a reservation must be made either in person or by telephone during business hours, and specifically not by mail or via the internet (email). If **Owner** should pick-up pet before specified check-out date and time, **Owner** will be responsible for payment for entire number of days actually reserved.
16. This contract shall be valid and will apply for this and any future visits to **Winding Creek Kennels**, unless specifically amended in writing.

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PRINT OWNER NAME

SIGNATURE OF OWNER

DATE

**Authorization to pick up pet:** Unless specifically noted, only pet owner whose signature appears above will be allowed to pick up pet.