Cooper Mountain Kennel

21150 S.W. Farmington Road • Beaverton, OR 97007

NAME

AGREEMENT

This is a Contract between **Cooper Mountain Kennel** and the pet owner.

1. Owner agrees to pay the rate for boarding in effect on the date pet is checked into the Kennel. Check-in by 6:00 p.m. Check-out by 12:00 noon or animal is bathed on day of check-out, otherwise owner pays for another day of board. Sunday pickups are same price as Monday a.m. pickup.
2. Owner further agrees to pay all costs and charges for special services requested, and all veterinary cost for the pet during the time said pet is in the care of the Kennel.
3. By signing this Contract and leaving his pet with kennel, Owner certifies to the accuracy of all information given about said pet in Contract.
4. **LIMITATION OF LIABILITY:** 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 $200.00 per animal boarded. Owner assumes all liability for any and all acts, behavior or damages of said pet while it is in the care of the Kennel, including damaged or lost toys, blankets or other items of personal property that belong to said pet. Owner agrees to defend, indemnify and hold Kennel, its employees and agents, harmless from said acts or behavior of pet.
5. Owner specifically represents that he or she is the sole owner of the pet, free and clear of all liens and encumbrances.
6. Owner specifically represents to Kennel that the pet has not been exposed to rabies or distemper within a thirty day period prior to boarding.
7. Owner further agrees that the pet shall not leave the Kennel until all charges are paid to Kennel by Owner. All charges incurred by Owner shall be payable upon pick-up of pet, or when billed by Kennel at address listed on Contract. The Kennel shall have, and is hereby granted, a lien on the pet for any and all unpaid charges resulting from boarding pet at the Kennel. The Owner hereby agrees that in the event the boarding charges are not paid when due in accordance with this contract, the Kennel may exercise its lien rights upon ten days written notice given by Kennel to Owner by certified mail to address shown on Contract. Kennel may dispose of pet for any and all unpaid charges, at private or public sale, in the sole discretion the Kennel, and Owner specifically waives all statutory or legal rights to the contrary. If such sale shall not secure a price adequate to pay such costs of board or other charges delinquent, plus costs of sale, then Owner shall be liable to Kennel for the difference. All monies realized by Kennel at such sale, over and above the charges due and costs of sale, shall be paid by Kennel to Owner.
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 expenses thereof shall be paid by the Owner.
9. This Contract contains the entire agreement between the parties. All terms and conditions of this Contract shall be binding on the heirs, administrators, personal representatives and assigns of the Owner and the Kennel.
10. Owner irrevocably agrees that venue for any action or proceeding filed under this Contract or to collect any sums owed by Owner to Kennel, shall be in Multnomah County, Oregon. Owner further agrees that if Kennel is compelled to retain an attorney to collect sums owed by Owner to Kennel, Owner agrees to pay all such reasonable attorney's fees, expenses, and court costs, whether or not a lawsuit is filed, including those incurred at trial, on appeal and in preparation therefor.

Wk # _____

OWNER _____ PHONE: Hm # _____ Emergency # _____
(FIRST) (LAST)

ADDRESS _____
(STREET) (CITY/STATE) (ZIP CODE)

VET _____ PHONE _____

PET'S NAME _____ AGE _____ SEX _____ SPAY/NEUTER _____

COLOR _____ BREED _____

ANIMAL 2 _____

ANIMAL 3 _____

SPECIAL INSTRUCTIONS: _____

SIGNATURE _____ DATE: _____

KENNEL REP. _____