

RAVE Retrievers Training/Boarding Contract

RAVE Retrievers
5467 FM 482
New Braunfels, Texas 78132
Tel: 830-643-1222
Cell: 913.620.7441
email: djleeraveretrievers@gmail.com

Owner: _____
Address: _____

Tel: _____
Cell: _____
email: _____

This agreement is a binding contract between Debra J. Lee d/b/a "RAVE Retrievers" (hereafter "Kennel") and the dog owner identified above (hereafter "Owner") and may not be modified except in a writing signed by the parties hereto.

1. Owner shall deliver to Kennel, on the date written below, the dog(s) described on the attached Registration Form (which is attached hereto and made a part hereof), for temporary boarding and care. Owner certifies to the correctness of the information provided to Kennel and agrees to be bound by the terms and conditions of this agreement.
2. Owner agrees to pay a fee of \$_____ per month for boarding/training services, payable in advance. Mail checks payable to: Debra Lee 5467 FM 482 New Braunfels, TX 78132. All sums due must be paid in full before the dog is released to Owner. A \$25.00 fee will be charged for any returned check.
3. Should Owner withdraw his/her dog from training or boarding before expiration of the period contracted for, RAVE Retrievers shall not be obligated to refund any pro-rated or per diem charges for any unused days or weeks of boarding/training.
4. Time is of the essence of this contract. If Owner fails to pick up his/her dog at the conclusion of the contracted term of boarding/training, Owner shall pay a per diem of \$50.00 for each day or partial day that exceeds the contracted term of boarding/training. All business done at RAVE Retrievers facilities is by appointment only. Pick up times must be confirmed 24 hours in advance. Owners picking up dogs after 6pm will be charged \$50.00.
5. Kennel shall not be liable for any damages to the dog arising out of or from the boarding or training of the dog or that may accrue from any cause whatsoever in connection with such boarding or training, including loss by fire, theft, running away, death or injury during the term of this agreement, whether the dog is on the premises of Kennel or not, except where any such loss is caused by the gross negligence or intentional act of Kennel's owner, agents or employees.
6. Owner shall be solely responsible for all acts and behavior of the dog at any time during the term of this agreement, and in no case shall Kennel be liable for the dog's acts and behavior other than for gross negligence on the part of Kennel, its agents or employees, in the boarding and keeping of the dog. Owner shall hold harmless Kennel, its agents and employees, defending and indemnifying them against any and all claims for damages or injuries, whether to person or property, arising out of the boarding and keeping of the dog.
7. Owner specifically represents to Kennel that he or she is the lawful owner of the dog and that there is not now any lien or other encumbrance against the dog; and, further represents that said dog's vaccinations for rabies, distemper, hepatitis, parovirus, bordatella and parainfluenza are current. Owner warrants that his/her dog is heartworm negative and on heartworm preventive, and on monthly flea/tick preventive.

8. In the event the dog is injured or becomes ill, Kennel shall attempt to notify Owner at the telephone number(s) provided above. If Owner does not immediately inform Kennel regarding measures to be taken or if the dog's health or welfare requires emergency action, the right to engage the services of a veterinarian or furnish other advisable attention within Kennel's discretion, is hereby granted to Kennel, and any expenses so incurred shall be promptly paid by Owner. All veterinary fees are the responsibility of the Owner. Kennel reserves the right to take the Dog to a veterinarian selected by the Kennel, using reasonable care in the selection of a veterinarian. Owner hereby consents to the following veterinary care for the Dog (initial appropriate blank or blanks), and gives the Kennel full authority to consent to such treatment as the agent of the Owner:

___ Emergency care reasonably required to save the dog's life, to preserve the use of organs or limbs, or to alleviate severe pain.

___ Euthanasia, only if (a) recommended by the veterinarian, (b) the Owner cannot be reached after reasonable attempts, (c) treatment is not likely to be successful, and (d) the Dog may be suffering or the expense of continued treatment may be unreasonable in light of the likely outcome.

All other veterinary care, including transportation, require advance arrangements with Kennel for pickup and return of the dog, and must be arranged by the Owner.

9. Kennel is granted a contractual security interest and a lien on the dog, in addition to the statutory lien under Texas Property Code Section 70.003, for all unpaid boarding, training and other charges resulting from the boarding, training and care of the dog pursuant to this agreement. Owner agrees that if said charges are not paid within fourteen (14) days after they become due and payable, Kennel may exercise its lien rights and upon providing fourteen (14) days written notice to Owner, may sell or dispose of said dog at public or private sale. Owner shall remain liable for any deficiency and the remedies given to Kennel in this agreement shall be cumulative.

10. Owner is responsible for providing all food & medications (heartguard/flea preventative) sufficient for the duration of the boarding/training period. Owner agrees to pay Kennel for any food and/or medications should Owner-supplied quantities be insufficient for the boarding/training period. Owner agrees to pay a handling charge of \$50, in addition to the cost of materials and services obtained, should Kennel be required to obtain additional food and/or medications.

11. Owner warrants that he/she has disclosed to Kennel in writing any behavior that may indicate that his/her dog may be aggressive to other dogs or people, including but not limited to growling, forceful barking, snapping, raising of hackles, lowering of head and staring, chasing, attempting to bite, and biting. Kennel reserves the right to refuse or discontinue services for any dog or owner, in which case Kennel will have no further obligation to the owner and Kennel will refund pro-rated per diem charges for boarding days remaining in the contract term.

12. Owner releases all rights to use of any images taken at Kennel facilities to be used for promotional purposes by RAVE Retrievers.

13. Owner gives Kennel permission for his/her dog to be transported to premises other than 5467 FM 482, New Braunfels, Texas for training sessions.

14. The undersigned Owner understands and agrees that he/she and his/her dog will be in close proximity to other dogs. The undersigned and his/her dog will be given the opportunity to participate in and/or observe training that may involve transportation in a vehicle or trailer operated by Debra J. Lee d/b/a RAVE Retrievers and that uses equipment including guns and

mechanical launch devices. Dogs in the RAVE Retrievers training program will be physically active in engaging in hunting simulation activities in an environment with potential hazards that may include snakes, livestock, wild animals, uneven terrain and dog fights, and that such activities may cause injury to the undersigned and/or his/her dog. I release any and all claims against and liability and financial obligation of Debra J. Lee d/b/a RAVE Retrievers, her staff, agents, administrators, heirs, contractors and trainers for foreseen and unforeseen loss or injury to person and/or property, known and unknown, to undersigned, his/her dog and any minor children accompanying the undersigned on any premises used by RAVE Retrievers.

15. The undersigned agrees to indemnify and hold harmless Debra J. Lee d/b/a RAVE Retrievers, her staff, agents, administrators, heirs, contractors and trainers from loss, injury or damage that might result to him/her or his/her minor children and/or pets and /or that may be caused by the undersigned and/or his/her dog to others while on premises operated by Debra J. Lee d/b/a RAVE Retrievers.

16. This is the sole agreement between Owner and RAVE Retrievers. Any prior agreements, promises, negotiations or representations not expressed in this contract are of no force or effect.

Agreed upon period of training/boarding:

Owner Signature & Date:

RAVE Retrievers Signature & Date:

RAVE RETRIEVERS REGISTRATION FORM

Dog Name: _____

Breed: _____

Dog Birth date: _____

Owner's Name: _____ Spouse: _____

Address: _____

Veterinarian's name, address and phone number:

Dates: drop off: _____ Pick up: _____

How long have you had your dog? _____

Aggression Issues:

Behavior Issues: _____

Fear issues: _____

Allergies: _____

Medical Conditions: _____

Date of last heartworm preventative: _____

Date of last flea/tick

treatment: _____

How many times has your dog been boarded? _____

How does your dog react in a strange environment?

Has your dog ever bitten anyone? If yes explain. _____

Has your dog ever bitten another dog? If yes explain.

Is your dog –dog friendly? How often does it play with another dog?

Is your dog destructive when left alone? _____

Is your dog a fence jumper/climber? _____

What else would we need to know about your dog that would help make the training foundation more successful?

What commands does your dog know? _____

Owner warrants that he/she has disclosed to RAVE Retrievers in writing any behavior that may indicate that the Dog may be aggressive to other dogs or to people, including but not limited to growling, forceful barking, snapping, raising of hackles, lowering of head and staring, chasing, attempting to bite, and biting. RAVE Retrievers reserves the right to refuse or discontinue services for an aggressive dog, in which case RAVE Retrievers will have no further obligation to the Owner.

To the best of my knowledge all answers and statements in the evaluation are true.

Signed this ____ day of _____, 201__.

Owner