

Riverwood Kennels, Inc.
7116 Ridgeway Road
Franklin, GA 30217
Phone: 678-727-8188
info@riverwoodkennels.com

DOG(S) BOARDING CONTRACT

This Dog(s) Training Contract (hereinafter the "Contract") is between **RIVERWOOD KENNELS, INC.**, (hereinafter "Riverwood") and _____ (hereinafter "Owner"). This Contract shall be binding on the heirs, administrators, personal representatives, and assigns of the Owner and Riverwood. This Contract, and any addendums attached, constitutes the entire agreement between the parties and this contract shall not be modified except by instrument in writing executed by Owner and Riverwood. This Contract supersedes any earlier dated agreement or contract between Owner and Riverwood (including any addendums thereto or modifications thereof). Any such agreements or contracts are hereby declared to be null void and of no further effect as of the date of execution of this Contract by both parties. This Contract shall be effective and shall become a final, binding agreement on the parties hereto once Owner and Riverwood both execute this Contract and all contingencies shall be satisfied and/or waived ("Effective Date"). Except as expressly mentioned otherwise in this Contract, Riverwood and Owner agree that the provisions set forth in this Contract shall be effective as of the Effective Date, including but not limited to, obligations relating to vaccination records, monthly rent, and necessary medications. Owner, by signing this Contract, hereby warrants and specifically represents that Owner is the true and lawful owner of the dog(s), free and clear of all liens and encumbrances.

1. Boarding Fee

Owner Shall pay to Riverwood, the daily rate of Thirty and 00/100 Dollars (\$30) each day per dog, or Fifty and 00/100 Dollars (\$50) each day per two (2) dogs, as is the case. The obligation to pay the boarding fee is an independent covenant of Owner.

2. Abandonment

If for any reason the dog(s) is/are not going to be picked up in the scheduled release date, Owner shall contact Riverwood to make arrangements to extend the dog(s)'s stay and will pay the additional charges based upon the daily rate of Thirty and 00/100 Dollars (\$30) each day per dog, or Fifty and 00/100 Dollars (\$50) each day per two (2) dogs, as is the case. A dog which is unclaimed at Riverwood for ten (10) days beyond its scheduled discharge date is considered abandoned and will become the property of Riverwood. Riverwood hereby covenants that it shall exhaust every effort to contact Owner or any heirs, administrators, personal representatives, and/or assigns of the Owner if abandonment becomes an issue.

4. Photography and Filming

Owner hereby acknowledges and understands that photographs and/or video footage may be taken of the dog(s) that are being boarded by Riverwood. Owner, by signing below, hereby gives Riverwood permission to perform such photography and/filming of Owner's dog(s) to be used for advertising and/or educational purposes. Owner further acknowledges and agrees that all resulting photographs and/or films are the sole property of Riverwood.

5. Acknowledgement of Training and Travel Dangers

Owner hereby acknowledges and understands that Riverwood also maintain a **separate** boarding home for dogs which are being trained by Riverwood for hunting and retrieving purposes. Although Riverwood keeps the training dogs in a separate facility from boarding dogs, and that training occurs away from boarding facilities, Riverwood cannot guarantee that no interactions will occur between any dogs maintained at either facility. Owner acknowledges that the following disclaimer is given to training owners:

“Owner hereby acknowledges and understand that as part of the boarding and training program, the dog(s) will be required to be transported and trained which will expose the dog(s) to various environments and activities which that may be considered dangerous and could result in injury and/or illness to the dog(s) including, but not limited to: prior injuries or illness aggravated by training and/or traveling; injuries as a result of training; injuries and/or illness as a result of natural causes; injuries and/or illness as a result of traveling in a vehicle or in-tow; injuries and/or illness resulting from close proximity to firearms and “poppers”, and injuries and/or illness as a result of any type of activity usually associated with the training, boarding, transporting, and handling of a live animal.”

Riverwood will extend every effort to keep separate training dogs and boarding dogs, and to isolate training events away from the boarding only facility. However, Riverwood cannot prevent noise, smells, and/or other air-borne or air transmissions from reaching your dog(s). Therefore, Owner hereby acknowledges the same above disclaimer knowing that their dog(s) will not be the subject of any training and/or travel.

6. Limited Liability and Jurisdiction

This Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia. Owner hereby consents to the personal jurisdiction of Heard County, Georgia. Owner agrees to release, indemnify, and hold harmless Riverwood and all of its heirs, administrators, personal representatives, and assigns from any and all manner of damages, claims, loss, liabilities, costs or expenses, including reasonable attorney’s fees and related costs, arising out of or related to Riverwood’s services and boarding, including but not limited to, any injuries and/or illness sustained by the dog(s) aforementioned in section 5 of this Contract, except which may arise from the willful, wanton, and intentional misconduct of Riverwood or its heirs, administrators, personal representatives, and assigns. Owner’s sole and exclusive remedy shall be no more than the lesser of the current chattel value of the dog(s) of the same species or the sum of Two Hundred and 00/100 Dollars (\$200.00).

7. Waiver

The failure of Riverwood to insist upon the strict performance of any provision of this contract, or the failure of Riverwood to exercise any right, option or other remedy hereby reserve shall not be construed as a waiver for the future of any such provision, right, option or remedy or as a waiver of a subsequent breach thereof. No provision of this Contract shall be deemed to have been waived unless such waiver shall be in writing signed by an authorized representative of Riverwood.

Dog(s) names: _____

Anticipated Pickup date: _____

By signing below, Owner is stating that Owner has fully and completely read each provision of this contract and understands each provision contained herein.

IN WITNESS WHEREOF, the undersigned have caused this document to be executed this ____ day of _____, _____.

Owner

Riverwood Kennels, Inc.

(Sign Name)

(Sign Name)

(Print Name)

(Print Name, Title)

Riverwood Kennels, Inc.
7116 Ridgeway Road
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**DOG(S) BOARDING CONTRACT
MEDICAL ADDENDUM**

Riverwood Kennels, Inc. (hereinafter “Riverwood”) closely monitors each dog’s food intake, defecation, and daily activities. Any problems are noted immediately. If the dog(s) listed in the Dog(s) Boarding Contract (hereinafter the “Contract”) is/are in need of medical attention Riverwood will call the owner of the abovementioned dog(s) (hereinafter “Owner”), or Owner’s designated emergency contact regarding the issues. If Owner, or Owner’s designated emergency contact, is/are not available within a reasonable amount of time depending on the issue at hand, Riverwood will contact Owner’s preferred Veterinarian provided hereunder. In the event Owner’s Veterinarian is not available Riverwood will contact the Veterinarian of its choice. The Owner authorizes Riverwood to make all necessary decisions concerning medical treatments, including the cost of treatment.

If the dog(s) becomes ill or if the state of the dog(s)’s health otherwise requires immediate medical attention, Riverwood at its sole discretion is authorized to engage in the services of a Veterinarian or arrange for other requisite attention to the dog(s) up to an including One Thousand and 00/100 Dollars (\$1,000.00) or _____, whichever is greater. If a veterinarian determines that emergency treatment, which exceeds the authorized amount, is needed to save the dog(s)’s life or quality of life, and Riverwood cannot reach the Owner or the emergency contact listed hereinbelow, we may authorize the Veterinarian to perform the emergency treatment. Owner agrees to be responsible for all veterinary costs provided to Owner’s dog(s).

Preferred Veterinarian: _____

Address: _____

Phone Number: _____

Owner further certifies:

Please initial next to each paragraph after carefully reading each

_____ 1. I hereby certify that my dog(s) listed in the Contract is/are in good health and has/have not been ill with any communicable disease and/or conditions within the past thirty (30) days including, but not limited to: Rabies, Distemper, Hepatitis, Leptospirosis, Parainfluenza, Parvovirus, the Flu, and/or Bordetella (kennel cough).

_____ 2. I have provided Riverwood with current vaccination records (including Bordetella) of the dog(s) named in the Contract from its/their Veterinarian.

IN WITNESS WHEREOF, the undersigned have caused this document to be executed this ____ day of _____, _____.

Owner

Riverwood Kennels, Inc.

(Sign Name)

(Sign Name)

(Print Name)

(Print Name, Title)

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**DOG(S) BOARDING CONTRACT
DOG AGGRESSION ADDENDUM**

Please check one and sign below

- The Undersigned (hereinafter “Owner”) certifies that Owner’s dog(s) listed in the attached Dog(s) Training Contract (hereinafter the “Contract”) has not harmed and/or demonstrated aggressive or threatening behavior, as defined/exemplified hereunder, toward any person and/or other animal.

OR

- The Undersigned (hereinafter “Owner”) acknowledges and/or admits that Owner’s dog(s) listed in the attached Dog(s) Training Contract (hereinafter the “Contract”) has harmed and/or demonstrated aggressive or threatening behavior, as defined/exemplified hereunder, toward a person and/or other animal. Owner, by acknowledging and/or admitting to such harm and/or behavior, shall, to the fullest extent permitted by law, at Owner’s own cost and expense indemnify and hold harmless from any and all claims, loss (including attorney’s fees, witness fees, and all court costs), damages, expenses, and any liability (including statutory liability) resulting from injury and/or death of any person, or damage to or loss of any property, including other dog(s) being boarded/trained by Riverwood Kennels Inc., arising out of and to the extent caused in whole or part directly or indirectly, by any negligent or wrongful act, error, omission or breach of this Contract in connection with the aggressive harm and/or behavior herein admitted/acknowledged. The forgoing indemnity shall not be limited in any way by the amount or types of damages or compensation under any insurance claim. This provision shall survive the expiration or termination of the Contract.

Aggressive or Threatening Behavior includes, but is not limited to:

- Growling
- Biting
- Lunging
- Snarling
- Snapping
- Charging/Standing Tall

[Signatures on subsequent page]

IN WITNESS WHEREOF, the undersigned have caused this document to be executed this ____ day of _____, _____.

Owner

Riverwood Kennels, Inc.

(Sign Name)

(Sign Name)

(Print Name)

(Print Name, Title)

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**DOG(S) BOARDING CONTRACT
RIVEROOD KENNELS, INC. POLICIES**

1. Owner must provide updated vaccination records from Owner's Veterinarian before starting boarding.
2. Owner will pay the total amount owed for all services at the time of pick-up.
3. Riverwood will NOT release any dog(s) or allow Owner to remove any dog(s) from Riverwood until all charges are paid in full to Riverwood.
4. Owner is solely responsible for any and all acts or behavior of Owner's pet while it is in the care of Riverwood.
5. Riverwood does not accept "show dogs" who participate in dog shows. Riverwood retains the right to refuse to board and/or train any dog(s) which generates revenue or income based on the dog(s)'s performance. If Owner anticipates that the dog(s) will generate revenue or income in the future, Owner must promptly inform Riverwood.

IN WITNESS WHEREOF, the undersigned acknowledges and hereby agrees to the policies, signed this ___ day of _____, _____.

Owner

(Sign Name)

(Print Name)