

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

DOG BOARDING CONTRACT

This Dog Boarding 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 and 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, payments, and necessary medications. Owner, by signing this Contract, hereby warrants and specifically represents that Owner is the true and lawful owner, or has lawful authority to present for services, any dog currently owned, possessed, controlled, harbored, fostered, handled, or presented for services by Owner, whether now or in the future (collectively, the "Dog(s)"). Owner further warrants that all such Dog(s) are free and clear of all liens and encumbrances. All references to "Dog" or "Dog(s)" in this Contract shall include any such Dog(s) presented to Riverwood by Owner during the term of this Contract.

1. **BOARDING FEE:** Owner shall pay to Riverwood, the current daily rate per kennel, as specified on the website and/or posted in the office of the kennel. The obligation to pay the boarding fee is an independent covenant of the Owner. The Owner agrees to pay all balances at the time of pickup. Owner understands that the dog will only be released to them, once all balances have been paid. **LATE FEES:** If Owner is unable to pick up the dog prior to the close of the kennel on that day, they agree to board the dog(s) an additional night at the current boarding rate.
1. **AFTER-HOURS RETREIVAL FEE:** If Owner is unable to pick up their dog before closing, Riverwood will attempt to accommodate an additional night of boarding, if arrangements are made before closing. However, kennel space is limited, and additional nights cannot always be guaranteed. If a pet cannot remain overnight due to capacity limitations and staff must arrange an after-hours release, an After-Hours Retrieval Fee of \$150 per reservation may be assessed.
2. **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.
3. **ACKNOWLEDGEMENT OF ON-SITE TRAINING:** Owner hereby acknowledges and understands that Riverwood also maintains a separate boarding kennel for dogs which are being trained by Riverwood for hunting and retrieving purposes. Although Riverwood keeps the training dogs in a separate facility from the boarding dogs, and that training occurs away from the boarding facilities, Riverwood cannot guarantee that no interactions will occur between any dogs maintained at either facility. Riverwood will extend every effort to isolate training events away from the boarding-only facility. However, Riverwood cannot prevent noise, smells, and/or other training session interactions between the two separate facilities.
4. **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) except which may arise from the willful, wanton, and intentional misconduct of Riverwood or its heirs, administrators, personal representatives, and assigns. Owners sole and exclusive remedy shall be no more than the lesser of the current fair market value of the dog(s) of the same species or the sum of Two Hundred and 00/100 Dollars (\$200.00).

5. **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 reserved shall not be construed as a waiver for the further 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.
6. **EMERGENCY MEDICAL TREATMENT:** 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 Boarding Contract (hereinafter the "Contract") is/are in need of medical attention during their stay, Riverwood will call the Owner, or Owner's designated emergency contact regarding the medical 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 to Riverwood by Owner. In the event Owner's veterinarian is not available, or not in a reasonable location to bring the dog for treatment, Riverwood will contact the veterinarian of its choice. The Owner authorizes Riverwood to make all necessary decisions concerning medical treatments, including the cost of the treatment. If the dog(s) becomes ill or if the state of the dog's health otherwise requires immediate medical attention, Riverwood, at its sole discretion, is authorized to engage the services of a Veterinarian or arrange for other requisite attention to the dog(s) up to and including One thousand and 00/100 Dollars (\$1,000.00). If a veterinarian determines that emergency treatment, which exceeds the authorized amount, is needed to save the dog(s) life or quality of life, and Riverwood cannot reach the Owner or the emergency contact provided to Riverwood by the Owner, Riverwood may authorize the veterinarian to perform the emergency treatment regardless of price. Owner agrees to be responsible for all veterinary costs provided to Owner's dog(s).
7. **MEDICATIONS:** Riverwood will provide prescription and over the counter medications provided by the Owner as instructed by the owner. Owner specifically agrees that Riverwood will not be held responsible for any medication errors or issues. In the event the Dog(s) need(s) over the counter medical treatment not previously provided by the Owner, Riverwood reserves the right to administer treatment at their discretion.
8. **VACCINATION STATUS:** Riverwood specifically requires all dogs be vaccinated against communicable diseases prior to boarding. Owner certifies that the 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 of the dates of boarding including, but not limited to: Rabies, Distemper, Hepatitis, Leptospirosis, Parainfluenza, Parvovirus, the Flu, and/or Bordetella (kennel cough). Owner also certifies that they have provided Riverwood with current vaccination records (including Bordetella) of the dog(s) named in the Contract from a licensed Veterinarian. Self-administered vaccines are not accepted.
9. **FLEAS AND TICKS:** All dogs entering the Boarding Facility must be flea and tick free. If upon inspection, this is not the case, a flea/tick bath will be given at Owner's expense.
10. **AGGRESSION:** Owner certifies that the Dog(s) listed in this Contract has/have not harmed and/or demonstrated aggressive or threatening behavior, as described below, toward any person and/or other animal. If the Dog(s) has/have demonstrated aggressive or threatening behavior, Owner agrees to notify Riverwood and execute an additional Aggression Addendum. By not notifying Riverwood of any potential aggression, Owner certifies that they have no knowledge of any prior aggressive behavior and/or any injuries caused by their dog(s) listed in this contract or any addendums thereto. Aggressive or Threatening behavior is described as follows: growling, biting, lunging, snarling, snapping, charging/standing tall.
11. **FOOD:** Owner acknowledges that providing Riverwood with the dog's normal food is preferred. If the Owner does not provide food or enough food for the duration of the dog's stay, Riverwood will provide food at the Owner's expense.
12. **BOARDING RISKS ACKNOWLEDGMENT:** Owner acknowledges the risk of illness due to pet boarding. Riverwood takes the necessary precautions to help prevent the spread of illness, however, Riverwood cannot guarantee the Dog(s) will not become ill during its/their stay. Owner acknowledges the risk of injury due to pet boarding. Riverwood takes the necessary precautions to prevent injury, however, Riverwood cannot guarantee the Dog(s) will not become injured during its/their stay. Riverwood shall exercise due and reasonable care for each dog while boarding.

Under this reasonable care, Owner releases Riverwood from, and waives all claims and liability against Riverwood for or attributable to, injury, illness or death of pet. Owner is solely responsible for any and all acts or behavior of Dog(s) while in the care of Riverwood.

13. **BOARDING MULTIPLE DOGS:** Owner acknowledges the risk of boarding multiple dogs in the same kennel and accepts responsibility for any injury and the veterinary care resulting from choosing to board dogs together. Riverwood reserves the right to separate dogs when they deem it necessary. Owner agrees to pay the increased cost of boarding due to separation.
14. **GROUP ACTIVITY:** Owner acknowledges that their dog(s) will be around and exposed to other dogs, even if it is through a fence or other barrier. Owner acknowledges that it is not without risk of injury. Owner waives and releases Riverwood and its employees from any and all liability of any nature, for any injury or damage which dog may incur resulting from the action of any dog.
15. **REFUSAL OF SERVICE:** Riverwood reserves the right to refuse a pet at the time of drop off for any reason, including but not limited to, the appearance of illness, injury, pain, or problematic behavior. Riverwood further retains the right to refuse to board and /or train any dog(s) which generates revenue or income based on the dog(s) performance. If Owner anticipates that the dog(s) will generate revenue or income in the future, Owner must promptly inform Riverwood.
16. **CANCELLATIONS:** Owner agrees to all matters stated as such in the attached Cancellation Policy.

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)