



CANINE/FELINE BOARD AND CARE AGREEMENT

I-Guard International K-9 Services, LLC, a Washington limited liability company d/b/a K9 Country Club Spokane Inc (the “Club”) is a board and care facility dedicated to the safe boarding of your dog or cat. It is our goal to provide your pet with a comfortable and secure environment during periods when you are unable to directly care for it. In order to assist us in this goal, we will need basic information and permission to care for and treat your dog/cat while he or she is in our facility.

This Board and Care Agreement (“Agreement”) is between the Club and the undersigned “Owner” and is made subject to the following provisions.

1. OWNER INFORMATION.

Name: _____

Address: _____

City: _____ State _____ Zip _____

Driver’s License: _____

Home Phone: _____ Cell Phone: _____

E-Mail: _____

2. ANIMAL INFORMATION.

Veterinarian: _____

Phone: _____

Address: _____

City: _____ State _____

Zip _____

Pet Name: _____ **Breed:** _____

Color: _____ [] Male [] Female

Date of Birth: _____

Please check all that apply to your canine/feline:

Aggressive	[]	Barks	[]
Chews	[]	Climbs Fences	[]
Digs	[]	Separation Anxiety	[]
Stool Eater	[]	Bites	[]
Gathers/Guards Toys	[]	Guards Food	[]

Pet Name: _____ **Breed:** _____

Color: _____ [] Male [] Female

Date of Birth: _____

Please check all that apply to your canine/feline:

Aggressive	[]	Barks	[]
Chews	[]	Climbs Fences	[]
Digs	[]	Separation Anxiety	[]
Stool Eater	[]	Bites	[]
Gathers/Guards Toys	[]	Guards Food	[]

Pet Name: _____ **Breed:** _____

Color: _____ [] Male [] Female

Date of Birth: _____

Please check all that apply to your canine/feline:

Aggressive	[]	Barks	[]
Chews	[]	Climbs Fences	[]
Digs	[]	Separation Anxiety	[]
Stool Eater	[]	Bites	[]
Gathers/Guards Toys	[]	Guards Food	[]

(Additional Pets can be added upon request)

Any additional habits or behaviors the Club should know about prior to boarding your Dog/Cat(s):

_____.

Any health or medical issues we should know about prior to boarding the Dog/Cat(s) (e.g., vision or hearing loss, allergies, seizures, arthritis):

_____.

3. **VACCINATION/TEST REQUIREMENTS**. Please provide us dates of all vaccinations or preventative tests for the Dog/Cat by bringing in most current vaccine records from your vet:

Dog vaccine requirements: DHPP / Bordetella / Rabies / Fecal Test w/ negative results

Cat vaccine requirements: FVRCP / Rabies / Fecal Test w/negative results

4. **BOARDING SERVICES/COSTS**.

a. Lodging Fees:

Dogs: \$42.00 per day for the first dog and \$39.00 per day for additional dog(s) if boarding in same run.

Cats: \$20.00 per day for first cat and \$30.00 for two, \$40.00 for three cats.

VIP boarding rates are \$70.00 a day for first pet and \$35.00 for additional pet.

\$10.00 per day "in heat" fee.

\$15.00 per day isolation fee for dogs with no fecal test or a positive fecal test (if dog is accepted; limited availability).

Possible additional fees for difficult to handle pets and pets requiring extensive medications.

b. If the Dog/Cat is not retrieved by Owner by the designated date and time, the Club may at its option (and in addition to any other remedies that may be available) charge Owner for an additional day of boarding. The Club may also relocate the Dog/Cat from one boarding unit to another.

c. Known medical conditions: _____

Note: Some medical conditions, including but not limited to heart disease and stress colitis, may worsen while an animal is boarded. Previously undetected medical conditions also may become apparent.

- d. All fees and charges are due and payable when Owner retrieves the Dog from the Club. The Club reserves the right to charge \$45.00 fee for checks that do not clear due to insufficient funds or any other reason.

5. **BOARDING RULES.** Owner agrees and acknowledges that:

- a. Owner shall pay a \$25.00 fee, in addition to bathing and flea dip costs, if the Dog/Cat enters Club premises with fleas or ticks.
- b. The Dog/Cat will be released only to Owner, and not any other individual, unless prior arrangements are made.
- c. Owner is solely responsible for the behavior of its Dog or Cat. If the Dog/Cat attacks another animal or person without provocation, as determined by the Club in its sole discretion, Owner shall immediately reimburse the other owner(s) or other persons for all fees and costs (including, without limitation, the costs of veterinary or medical services) occasioned by such attack.
- d. Personal items may be brought to the Club for your pet's stay. The Club, however, will not be responsible for any lost, stolen or damaged items.
- e. Owner shall inform the Club of all known medical conditions affecting the Dog/Cat. Owner shall provide the Club with all medications to be administered to the Dog/Cat pursuant to Section 4.c, above. Any such medication must be in its original container with printed instructions on administering. The Club is authorized to administer a probiotic or other anti-diarrheal medication, if the Club in its reasonable discretion determines that such medication is necessary or advisable. Owner will pay the Club for any medications that are so administered.
- f. Pursuant to RCW 16.54, if animals are left with the Club for more than 15 days past the prearranged departure date without contact or notification by Owner, the Dog/Cat will be considered abandoned. The Club will make reasonable efforts to locate Owner prior to following the abandoned animal provisions set forth in RCW 16.54. Owner is responsible for any and all costs incurred by the Club in connection with Owner's animals that are deemed to be abandoned.
- g. If the Dog/Cat damages the facility, Owner shall immediately pay for, or reimburse the Club for, the cost of all repairs deemed necessary or advisable by the Club. Without limiting the generality of the foregoing, the Club may charge a \$5.00-\$20.00 fee for a damaged bed and a \$90.00-\$120.00 fee for a destroyed bed.
- h. The Club reserves the right to refuse to accept any animal at check-in, for any reason. The Club reserves the right to separate animals that are boarding together, for any reason. If animals are separated and do not share the same boarding suite, Owner will not be entitled to the additional animal discount described in Section 4.a, above.
- i. The Club is authorized to walk, and otherwise exercise, the Dog.

6. **CONSENT TO MEDICAL TREATMENT.** Should it become necessary or advisable, in the Club's determination, for the Dog/Cat to be treated by a licensed veterinarian, the Club will attempt to contact Owner by telephone. If Owner cannot be timely contacted, the Club is authorized and directed to obtain medical care and treatment as expeditiously as possible. The Club will attempt to utilize the veterinarian or clinic identified in Section 2, above, but the Club may obtain medical care and treatment for the Dog/Cat from any other veterinarian or at any other clinic if the Club determines that immediate

attention to the Dog is necessary or advisable. Owner shall immediately pay for all fees and costs associated with such care and treatment, even if the Club is unable to contact Owner before such care or treatment is provided. The Club will attempt to minimize the costs of care or treatment. Owner expressly acknowledges that the owner's obligations under Addendum A (see Section 8, below) extend to events arising from such care and treatment, including without limitation any death or injury to the Dog/Cat.

7. **ACCURACY OF INFORMATION.** Owner represents and warrants to the Club that all information provided by the Owner in this Agreement is complete and accurate. The Club will not be liable for any losses sustained by Owner as a result of incomplete or inaccurate information, including, without limitation, any injury to the Dog/Cat resulting from incomplete or inaccurate information.

8. **RELEASE; INDEMNIFICATION; LIMITATION ON LIABILITY.** Owner acknowledges that its Dog/Cat will be involved in group activities at the Club and that illness or injury may result from such activities. Owner releases the Club and its owners, control persons, employees and representatives from any and all liability, and relinquishes all claims and causes of action for alleged or actual injury to Owner's Dogs or Cats, unless caused solely by the gross negligence or intentional misconduct of the Club. Owner shall indemnify, defend and hold harmless the Club and its owners, control persons, employees and representatives harmless from all actions, causes of action, claims, costs, demands, liabilities and losses (including, without limitation, attorneys' fees) for alleged or actual injury or damage arising out of or relating to the acts of Owner's Dogs or Cats or a breach of Owner's obligations under this Agreement, unless caused solely by the gross negligence or intentional misconduct of the Club. If, pursuant to Section 9, the Club is conclusively determined to be liable to Owner for any injury to, or death of, Owner's Dog or Cat, the maximum liability of the Club will not exceed the lesser of the Dog's or Cat's actual value or \$500.00. Addendum A, which has been reviewed and executed by the Owner, is incorporated into this Agreement.

9. **ARBITRATION.** Any dispute or controversy arising out of or relating to this Agreement must be settled by arbitration conducted pursuant to the Revised Code of Washington, Chapter 7.04A, modified as described in this Section. Demand for arbitration must be in writing. Arbitration must be conducted by one arbitrator. If the parties cannot agree to an arbitrator within 30 days of the initial demand for arbitration, any party may petition the Spokane County Superior Court for the appointment of an arbitrator by the Court. Once appointed, the arbitrator must allow discovery as described in the Civil Rules for Washington Superior Court. The hearing will be conducted within 120 days after the arbitrator's appointment, unless otherwise agreed in writing by all of the parties. The arbitrator shall render a written decision within 30 days after completion of the hearing. The arbitration will be held in Spokane, Washington. Each party hereby waives any objections it may now or hereafter have regarding such venue. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall pay its own expenses in connection with the arbitration proceedings and the parties will timely pay equal shares of the arbitrator's compensation and expenses, subject to reimbursement pursuant to the following sentence. The prevailing party in such arbitration will be entitled to reimbursement for its reasonable costs (including arbitration expenses) and attorneys' fees incurred in connection with all of its efforts to enforce its rights under this Agreement, even if such efforts predate the commencement of arbitration. Claims will be barred from arbitration if such claims would be barred in a litigation proceeding under applicable statutes of limitations. The Club and Owner agree to maintain the dispute in confidence and to not disclose the nature of, or facts surrounding, the dispute to anybody other than legal counsel or as may be required in connection with the dispute resolution process described in this Section.

10. **COUNTERPARTS.** This Agreement may be executed in counterparts.

11. **AMENDMENT.** No amendment or modification of any provision of this Agreement will be effective unless made in writing and signed by both parties.

12. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings between the parties regarding the subject matter of this Agreement.

13. **FORCE MAJEURE.** The Club will be excused for any delay in its performance of any obligations under this Agreement, when the Club is prevented from so doing by cause or causes beyond its control – including, without limitation, labor disputes, civil commotion, military conflict and other hostilities, sabotage, governmental regulation, fire or other casualty and acts of God.

14. **GOVERNING LAW.** This Agreement and its interpretation and enforcement are governed by the laws of the state of Washington.

15. **NO WAIVER.** No waiver by any party or any right or default under this Agreement will be effective unless in writing and signed by the waiving party. No such waiver will be deemed to extend to any prior or subsequent right, default or occurrence.

16. **RELATIONSHIP OF THE PARTIES.** This Agreement is neither intended to, nor will it be construed as, an agreement to create a joint venture, partnership or other form of business association between the parties.

17. **SEVERABILITY.** If for any reason any provision of this Agreement, including any addendum or exhibit hereto, is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Agreement will not be affected and such provision will be deemed modified to minimum extent necessary to make such provision consistent with applicable law and enforceable.

[signature page follows]

SIGNATURE PAGE
TO
CANINE/FELINE BOARD AND CARE AGREEMENT

Executed this _____ day of _____, 20_____.

Owner's Signature: _____
By signing here I acknowledge all sales are final and no refunds

Owner's Printed Name: _____

K9 Country Club Spokane Inc.

By: _____

Title: _____

ADDENDUM A

ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION AGREEMENT

I, the undersigned, acknowledge that I-Guard International K-9 Services, LLC, a Washington limited liability company, which conducts some business under the name "K9 Country Club Spokane Inc." ("I-Guard") has or will (i) provide certain goods (including animals) or services to me or (ii) consent to my participation in activities at I-Guard's facilities. In consideration thereof, I understand that I am assuming certain risks and further agree to release, indemnify, hold harmless, defend, and covenant not to sue I-Guard and its representatives, all as set forth below.

1. ACKNOWLEDGMENTS; ASSUMPTION OF RISK. I understand that working with, training, fostering, housing and owning dogs and other animals, by its very nature, includes certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I also understand that additional risks may be created or amplified by the handling and care of animals after they leave I-Guard's possession. I acknowledge that I-Guard cannot control the behavior of any animal that is not in I-Guard's possession.

I understand that the behavior of dogs, in particular, can be unpredictable and that no person can assure the behavior of any dog. A dog's behavior at any particular time will be based on the conditions it faces at that time. I acknowledge that, even if a dog is "trained," any certain type of post-training behavior cannot be assured or predicted. The act of dog training is an attempt at behavior modification and no two dogs are alike in terms of their responsiveness or receptiveness to behavior modification efforts. Past behavior is no guarantee of future behavior. I acknowledge that German Shepherds come from lineages of dogs trained in protection and/or estate work and thus will have a tendency to engage in protective and territorial behaviors, even if trained. I have educated myself as to the proper handling of trained and untrained dogs, including German Shepherds. I shall similarly educate and supervise individuals who reside at or visit my residence, especially children.

I have voluntarily elected to receive goods or services, or to participate in activities at I-Guard's facilities, with informed knowledge of all of the foregoing. I assume all risks associated with such goods, services or participation. I understand and agree that I am ultimately responsible for my own safety.

2. INDEMNITY

I, for myself, my heirs, personal representatives and assigns, agree to indemnify, defend and hold harmless I-Guard and its owners, control persons, employees and representatives from and against any and all actions, causes of action, claims, costs, demands, liabilities and losses (including, without limitation, attorneys' fees) for alleged or actual injury to persons (including myself and others) or damage to any property, arising out of or relating to any animal that (i) I take possession of, permanently or temporarily, from I-Guard, (ii) is trained by I-Guard or (iii) I am exposed to as a result of my participation in activities at I-Guard's facilities. At I-Guard's option, the defense of any such matter may be conducted by an attorney selected and retained by I-Guard, in which case I shall reimburse I-Guard for all associated fees and costs.

3. RELEASE AND COVENANT NOT TO SUE

I, for myself, my heirs, personal representatives and assigns, release I-Guard and its owners, control persons, employees and representatives from any and all liability, and I relinquish all claims and causes of action, for alleged or actual injury to persons (including myself and others) or damage to any property, arising out of or relating to any animal that (i) I take possession of, permanently or temporarily, from I-Guard, (ii) is trained by I-Guard or (iii) I am exposed to as a result of my participation in activities at I-Guard's facilities. This release shall act as a bar to any claim or action. I specifically agree not to sue or seek to compel arbitration with respect to any such liability or claim. I acknowledge that this release, relinquishment and covenant extends to all claims, past, present or future, known or unknown. I expressly

agree that this release is intended to be as broad and inclusive as permitted by the laws of the State of Washington.

4. SURVIVAL. The provisions of this Addendum will survive indefinitely beyond the expiration or other termination of any agreements that reference this Addendum.

I UNDERSTAND THAT BY EXECUTING THIS ADDENDUM, I AM RELEASING CLAIMS AND GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE.

I HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS ADDENDUM. PRIOR TO EXECUTING THIS ADDENDUM, I HAVE HAD THE OPPORTUNITY TO DISCUSS ITS PROVISIONS WITH AN ATTORNEY OF MY SELECTION. BY SIGNING BELOW, I CONFIRM THAT I HAVE RECEIVED THE ADVICE OF AN ATTORNEY OR HAVE VOLUNTARILY ELECTED NOT TO RECEIVE SUCH ADVICE.

Name (printed): _____

Signature: _____

Date: _____