

Best Friends Service Contract

Owners Name: _____

Address: _____

City: _____

State: _____

Post Code: _____

This is a Contract between Best Friends and the pet owner whose signature appears below (hereinafter called "Owner"). This Contract shall apply to any and all Pets that the Owner shall from time to time entrust to Best Friends for Boarding, Grooming and Transport or any combination of these Services and their ancillary Services.

Preliminary

- A. Best Friends operates a kennel, cattery, grooming and transport service.
- B. The Owner of the animals requires them to be periodically cared for, groomed or transported (or any combination of these services) by Best Friends.
- C. The Owner represents that he or she is the sole owner or authorized agent of the Owner of the animals and that they are free of all liens and encumbrances.

Agreement

1. The Owner agrees –
 - a) To ensure that the animals are fully vaccinated to such standard as Best Friends in its sole discretion requires from time to time;
 - b) That to the best of his or her knowledge the animals are not suffering from any contagious disease;
 - c) That Best Friends has an absolute discretion not to accept any animals and return any animals prematurely;
 - d) That Best Friends has a discretion to seek veterinary treatment for the animals and to carry out such course of treatment or medication as directed by the veterinarian;
 - e) To be responsible for and indemnify Best Friends from and against all damages, costs, charges and expenses, actions, claims and demands which may be incurred or made against Best Friends by the Owner or any other person;
 - f) That under no circumstances will Best Friends be held responsible for paralysis tick, feline influenza, canine cough, feline rhinotracheitis, feline calicivirus, injury, death, loss or damage of any kind that may occur to the animal while its care or control;
 - g) To be solely responsible for any and all acts of the animals while they are in Best Friends care and the owner hereby indemnifies Best Friends and shall keep Best friends indemnified to the full extent permitted by the law for any action of the animals which apart from this indemnity may have created a liability on Best Friends;
 - h) To pay the following upon the collection of the animals or failing collection on the date when collection had been previously agreed-
 - i) The current rate of boarding commencing on the date the animals are checked in for boarding until the date the animals are collected from or delivered by Best friends or disposed of pursuant to paragraph 4;
 - ii) All the cost and charges of special services as requested by owner;
 - iii) All other costs incurred in caring for the animals including but not limited to veterinary charges and charges incurred as a result of Best Friends dealing with or rectifying the matters referred to in paragraph 1
2. In the event of non-payment Best Friends shall have a lien on the animals for any unpaid monies. Best Friends may exercise its lien rights upon ten (10) days written notice to the owner.
3. In the event of the animals not being collected within thirty (30) days of the pre-arranged date or such variation to that date as may have been agreed between the parties they shall be deemed to have been abandoned and Best Friends shall be entitled to dispose of them.
4. Upon exercise of the lien pursuant to paragraph 2 or abandonment pursuant to paragraph 3 Best Friends may dispose of the animals at private or public sale for such sum as it in its sole discretion deems appropriate and the owner specifically waives all statutory or legal rights to the contrary. In the event that such sale shall not secure a price adequate to pay monies due and owing to Best Friends then the balance shall immediately be due and owing by way of liquidated damages. All monies realized by Best Friends over and above the amount due and owing shall be retained by Best Friends as compensation for its time and trouble.
5. Best Friends agrees to exercise all reasonable care in relation to the animals and to provide any or all of the following services as may be requested by the owner from time to time providing that any such service may be refused if Best Friends believes that provisions of it presents a risk or danger to the animals involved, other animals or to any employee or agent or if the provision of the service would constitute an act of cruelty against the animals-
 - (a) Boarding services;
 - (b) Grooming services;
 - (c) Transport and shipping services;
 - (d) Such other services as may be agreed between the parties.
6. The parties agree to the further special conditions detailed in "The special conditions" schedule applicable to a specific animal's visit.
7. Any notice to be given under this Agreement shall be in writing and shall be given by post or by delivery to the owner's address as detailed above.

Notices that are posted are deemed to have been received forty-eight (48) hours after posting.
8. This agreement contains the entire agreement between the parties and its terms and conditions shall be binding on their heirs, administrators, assigns and personal representatives. By signing it the owner acknowledges acceptance of its terms and certifies to the accuracy of all information given about the animals.
9. This agreement shall continue in relation to any subsequent transaction between the parties until terminated in writing by either party.
10. In the event that the party is signing as agent that party hereby also agrees to be bound by this agreement and guarantee its performance and indemnify Best Friends against any claim by the owner against it as a result of the actions of the agent.

OWNER _____

CustomerSignature

DATE _____