



## **2023 Curve Crest Boarding Agreement**

For a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Agreement is between Curve Crest Country Club, LLC ("Curve Crest Kennels") and the owner of the dogs whose signature appears below (the "Member").

### **General Terms**

1. The Member agrees to pay the rates for boarding and other services that are in effect at Curve Crest Kennels. All rates will be posted in the office. Curve Crest Kennels reserves the right to change the posted rates at any time. The Member agrees that the dogs shall not leave Curve Crest Kennels until all charges are paid in full.
2. Check-Out Time and Check-Out Time Policies for all dogs are as posted by Curve Crest Kennels. Only persons who are on and authorized on the Member's membership file shall be authorized to pick up the dogs from the facility. The Cancellation Policy for all cancellations after scheduling is posted in the office and shall be digitally signed by the Member in the Gingr account.
3. Curve Crest Kennels strongly recommends for the health and well-being of the dogs that their regular diet is maintained. It is recommended that at the time of drop-off, each Member brings with them the food that is normally fed to the dogs and in a sufficient quantity to last the dogs for the duration of the stay. If no food or an insufficient amount is brought with the dogs, Curve Crest Kennels shall add the appropriate blend and amount of dog food to be charged to the Member's account.
4. Member may bring reasonable bedding, toys, and personal items and those items may be left with the dogs. The Member hereby releases and agrees to hold Curve Crest Kennels harmless from any and all damage done to, by, or resulting from any toys, personal items, or bedding as well as any health issues resulting from or related to any use or consumption of any bedding, personal items, or toys by the dogs.
5. Member agrees that Curve Crest Kennels may adopt new policies and procedures at any time, and Member agrees that such policies and procedures shall be considered part of this Agreement as they are posted on the date the dogs get checked into Curve Crest Kennels. Curve Crest Kennels reserves the right to deny or end boarding at any time, for any reason, at its sole discretion.

### **Health and Condition of Dogs and Procedures**

6. Member represents that their dogs are current on all of their vaccinations, and upon request, the Member shall provide Curve Crest Kennels with valid proof that the dogs boarded are current

on the Rabies Vaccination. Distemper and Bordetella vaccinations are highly recommended as well. Veterinarian reports may be brought at the time of drop off and be copied or may be emailed to [curvecrestkennels@shots.pet](mailto:curvecrestkennels@shots.pet).

7. Member also represents that their dogs are in good and healthy condition at the time of any and all drop-offs. The Member also specifically represents that the dogs have not been exposed to Rabies, Distemper, or Bordetella or received a Bordetella vaccination within a thirty-day period prior to boarding.

8. Curve Crest Kennels reserves the right to treat any dogs for any flea, tick, or any other type of infestation problem, at the Member's expense. The owner of the carrier will assume all costs necessary to resolve the situation and remove all infestation, including but not limited to, any and all dog treatments, environmental treatments, and labor incurred by Curve Crest Kennels.

9. Should any dogs in the care of Curve Crest Kennels become ill or the dogs' health requires attention for any reason, Curve Crest Kennels will attempt to reach you and/or your emergency contact that the dogs need to be picked up and treated. If we cannot reach you and/or any emergency contact, Member agrees that Curve Crest Kennels may, in its sole discretion, provide whatever medical attention to the dogs that it sees fit and/or engage the services of a local veterinarian (or use any available veterinarian if your preferred veterinarian clinic is somehow unavailable), at the Member's expense, necessary to remedy the situation. The Member agrees that Member is responsible to pay for any and all veterinary services provided to their dogs, as well as to pay for any reasonable charges from Curve Crest Kennels for the handling and remedying of the situation. As part of this authorization, the Member authorizes the release of the dogs' medical records from the dogs' veterinarian, as necessary, to the other veterinarian and/or to Curve Crest Kennels for proper treatment.

#### **Limitations on Liability; Waivers and Releases of Liability**

10. Member understands that dogs act differently in different environments. As such, Member agrees that Curve Crest Kennels is not and shall not be held responsible for the acts of your dogs in any way. Member agrees that Member is solely responsible for any and all acts or behavior of Member's dogs while they are in the possession and care of Curve Crest Kennels, including but not limited to, any and all damage that the dogs cause to other dogs, property, or persons. In any situation of a bite, the Member agrees to follow all quarantine protocols in compliance with all County/State guidelines.

11. Member understands the risk of boarding of an animal at a boarding facility and putting Member's pets in a boarding facility environment. As part of this Agreement and as a negotiated term of and as a specific condition of boarding Member's dogs, Member agrees to release, waive, indemnify, defend, and hold Curve Crest Kennels, its employees, independent contractors, and owners harmless from and against any and all claims, damages, and costs, including any court costs and reasonable attorney fees resulting from or related to Curve Crest Kennels providing its services, including but not limited to: (1) any and all acts of Member's dogs, including but not limited to any act of the dogs creating damage to the premises, people, or to another animal, (2) any health condition related to Member's dogs, (3) any health condition contracted by Member's dogs while at Curve Crest Kennels from the kennel or any other animal, (4) any injury occurring to Member's dogs from the physical condition of the kennel or any other animal at Curve Crest Kennels, (5) any health treatment reasonably done for the care of the

animal, (6) any damage done by the dogs to their own or other belongings, or (7) any breach of the provisions of this Agreement or any inaccurate statement made by Member to Curve Crest Kennels. Provided however, that none of the above protections, indemnifications, and waivers shall apply if they arise from the gross negligence or intentional and willful misconduct of Curve Crest Kennels. It is agreed by Member that in no event shall any liability of Curve Crest Kennels exceed (1) the current chattel value of a pet of the same breed, or (2) the sum of \$1,000 per pet boarded, whichever is less.

#### **Photo Release Permission and Policy**

12. Member agrees that Curve Crest Kennels is authorized to take and post pictures of the dogs on any websites and social media accounts of Curve Crest Kennels. Curve Crest Kennels agrees not to identify the owner of the animal on the website/social media accounts.

#### **Other Terms**

13. Member agrees to have a credit card on file within their account and authorizes Curve Crest Kennels to charge the credit card with any balance due. At the time of pick-up, any method of payment may be used. If any payments are not made at the time of pick-up, all balances shall accrue interest at a rate of 1.5% per month (18% interest per annum) until paid in full. If a collection agency or an attorney must be hired to assist on collecting any amounts, Member agrees that Member will be responsible for paying all such costs and expenses incurred by Curve Crest Kennels in collecting the amounts.

14. Member understands that Curve Crest Kennels has a pet abandonment policy. Member agrees and understands that if the dogs boarded at Curve Crest Kennels are not picked up on the designated pick-up date, and there is no contact from the Member within three (3) days, the dogs will be considered abandoned and will become the property of Curve Crest Kennels.

15. This Agreement will apply to the boarding of all dogs by the Member at any time after the signing of this Agreement by the Member until such time this Agreement is replaced or amended by another written agreement between the parties.