

Furry Farm, Inc.
Boarding Agreement

This Boarding Agreement is made this _____ day of _____, 20____ by and between FURRY FARM, Inc. ("Furry Farm") and _____ ("Owner").

Pursuant to the terms of this Boarding Agreement, Owner hereby agrees to pay to Furry Farm the sum of _____ per day for the Board of _____ (pet(s)'s name) (the "Pet") from _____ to _____.

NOTICE

The boarding of animals is subject to Article 4 (§ 3.2-6518 et seq.) of Chapter 65 of Title 3.2. If your animal becomes ill or injured while in the custody of the boarding establishment, the boarding establishment shall provide the animal with emergency veterinary treatment for the illness or injury.

The consumer shall bear the reasonable and necessary costs of emergency veterinary treatment for any illness or injury occurring while the animal is in the custody of the boarding establishment. The boarding establishment shall bear the expenses of veterinary treatment for any injury the animal sustains while at the boarding establishment if the injury resulted from the establishment's failure, whether accidental or intentional, to provide the care required by § 3.2-6503. Boarding establishments shall not be required to bear the cost of veterinary treatment for injuries resulting from the animal's self-mutilation.

I. Board Payments: Owner agrees to pay all costs for board, special services requested by Owner for Pet, and all veterinary charges and cost incurred related to Pet while Pet is boarded at Furry Farm (collectively, "Board"), except to the extent such veterinary care arises as a result of Furry Farm's failure to provide the care required by §3.2-6503 and/or if the Pet is injured as a result of Furry Farm's wrongful conduct. Board must be paid in full in cash or by check at the time the Pet is picked-up from Furry Farm. Owner agrees Pet shall not be permitted to leave Furry Farm after delivery, except for emergency veterinary care, until such time as all Board is paid in full. With respect to any payments received for Board, a "returned check" fee of \$35.00, plus bank charges will be charged to Owner for all checks returned as non-negotiable. For the purposes of this Boarding Agreement, all non-negotiable monetary instruments, post-dated checks, instruments returned to Furry Farm without payment, and second party checks are called "returned checks" and all financial institutions are called "banks." Owners acknowledges and agrees that Owner's failure to pay all Board when due will result in Furry Farm's seizure and sale of the Pet pursuant to §3.2-6520.

II. Illness/Injury: In the event that the Pet becomes ill or injured during Pet's stay, Furry Farm will make reasonable efforts to contact Owner. However, if Owner cannot be reached in an emergency, an event which shall be determined in Furry Farm's sole discretion, Owner hereby authorizes Furry Farm to exercise all power and authority on behalf of Owner to make decisions regarding the care, health, treatment, and condition of the Pet, including the authority to make decisions related to surgical care and euthanasia. Owner hereby agrees that Owner's lack of advance notice of and/or approval of treatment shall not relieve, eliminate, and/or in any way reduce Owner's liability for the costs of such treatment as provided herein.

III. Damages/Default/Limitation on Liability: Owner shall be liable for all damages caused by Pet to Furry Farm's premises, vehicles, equipment, and/or any for injury caused by Pet to any other pet, Furry Farm staff member or volunteer, and/or any member of the public. In the event of any litigation arising out of or in connection with this Boarding Agreement, the prevailing party shall be entitled to its reasonable expenses incurred to enforce the terms of this Boarding Agreement, including without limitation all costs, arbitration fees, attorneys' fees, expert fees, and expenses. In no event shall Furry Farm's liability to Owner exceed \$200, except and only to the extent Furry Farm is found liable for veterinary care arising as a result of Furry Farm's failure to provide the care required by §3.2-6503 and/or if the Pet is injured as a result of Furry Farm's wrongful conduct. In such circumstance, Furry Farm shall only be held liable for such costs of veterinary care and not for any other damages or costs (including attorneys' fees) in excess of \$200.

IV. Release and Waiver of Liability and Indemnification: Furry Farm shall not be liable for any of Owner's personal property which is lost, damaged, or stolen from Furry Farm's premises. Furry Farm shall not be liable for any sickness, disease, theft, death, or injury which may be suffered by the Pet or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of Pet. This includes, but is not limited to, any personal injury or disability the Pet may receive while on Furry Farm's premises. The foregoing limitation excludes any illness or injury arising as a result of Furry Farm's failure to provide the care required by §3.2-6503 and/or if the Pet is injured as a result of Furry Farm's wrongful conduct. Owner shall indemnify, defend, and hold Furry Farm and its employees, agents, and volunteers and anyone else directly or indirectly connected with Furry Farm harmless for any liabilities, claims, and/or suits arising

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from, by, or on behalf of any member of the public (including attorneys' fees and expert witness fees) arising out of or concerning the death, personal injury, or property damage allegedly suffered by any party, including Furry Farm, resulting from or in connection with any action or inaction of the Pet.

V. Owner Representations and Warranties: Owner represents and warrants to Furry Farm that Owner is the sole owner of the Pet; that Owner has full legal right, title and interest in the Pet; Owner is authorized and has full power to execute this Agreement; that the Pet is healthy and is not carrying any disease, illness, infection, infestation, abnormality, defect or condition, other than any disclosed in writing in Attachment A hereto; all information set forth in Pet's admission form delivered to Furry Farm is true, accurate, and correct; the Pet has not been exposed to rabies, distemper, and/or any other contagious disease or illness in the thirty (30) days immediately preceding Pet's delivery to Furry Farm; and the Pet's vaccinations for Rabies, Distemper, and Bordetella are up-to-date.

VI. Headings: The headings of the Sections of this Boarding Agreement are inserted for convenience only and do not alter or amend the provisions hereof.

VII. Governing Law: This Boarding Agreement shall be construed under the laws of the Commonwealth of Virginia.

VIII. Severability: Any provision of this Boarding Agreement that is prohibited by, or unlawful or unenforceable under Virginia law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions of this Boarding Agreement.

IX. Waiver of Right to Jury Trial: Both Furry Farm and Boarder hereby waive the right to trial by jury in any action, proceeding or counterclaim brought by either party against the other arising out of this Boarding Agreement, the relationship of Furry Farm and Owner, and/or any injury or damage caused by or to the Pet.

X. Entire Agreement: This Boarding Agreement constitutes the sole, complete and entire agreement of understanding of the Parties hereto concerning the subject matter hereof. It may not be altered, modified or changed in any manner except by writing duly executed by all Parties hereto. No statements, promises or representations have been made by any one Party to the other, or are relied upon, and no consideration has been or is offered, promised, expected or held out other than that which is expressly stated in this Agreement. All prior discussions and negotiations have been integrated into and superseded by this Agreement.

XI. All terms and conditions contained in this Agreement shall be binding and inure to the benefit of the Parties hereto and their respective successors and assigns.

Owner's signature below is an acknowledgment that the Owner has read, understands, and agrees to be bound by the terms of this Boarding Agreement for this and all future boarding services provided by Furry Farm, irrespective of whether the same or a different Pet is boarded at Furry Farm, absent the execution of a subsequent Boarding Agreement.

Pets covered by this agreement: _____

PRINT PET OWNER'S NAME

PET OWNER'S SIGNATURE

**Attachment A
Owner's Current Contact Information**

Home Phone: _____ Cell Phone: _____ Work: _____
Address: _____
Emergency Contact Information: Name: _____ Relationship: _____
Emergency Contact Phone Number: _____
Vet: _____
Any disease, illness, infection, infestation, abnormality, defect or condition affecting Pet: