

**CONTRACT FOR BOARDING, DAY CARE, GROOMING SERVICES**

THIS AGREEMENT is made and entered into with an effective date of \_\_\_\_\_, 2023, by \_\_\_\_\_ and \_\_\_\_\_ between \_\_\_\_\_ (“CLIENT”), and IN AND OUT PET L.L.C., a Nevada limited liability company (“COMPANY”) with regard to the following:

1. **CLIENT INFORMATION.**

Client Name	
Address	
Phone #	
Emergency Name & #	
Email	
Dog Name & Breed	
Dog 2 Name & Breed	
Dog 3 Name & Breed	
Agent for Pick Up	
Veterinarian	

2. **SERVICES.** COMPANY will provided boarding, daycare, and/or grooming services as outlined in Exhibit “1,” attached hereto and incorporated herein (hereinafter “Services”). COMPANY shall perform all Services in a professional manner and at all times shall comply with all applicable laws, rules and regulations in providing the Services and additional services.

3. **HOURS OF OPERATION.** Hours of operation are from 7:00a.m. to 6:00p.m., Monday through Friday, and 8:00am to 5:00pm on Saturdays. Pick up only on Sundays from 11:00am to 2:00p.m.

4. **PAYMENT.** CLIENT agrees to pay COMPANY in for the Services in accordance with the provisions set forth in Exhibit “1.” Prices may be increased by COMPANY upon 10 days notice to CLIENT. Payment is due and owing upon pick up. Boarding for more

than one week requires a 50% deposit. In the event a pet is picked up early, COMPANY may charge, in its full for the entire boarding reservation.

5. **RESERVATIONS.** CLIENT may make reservations for boarding by telephone and day care is first come, first serve in the event maximum capacity is reached. Any cancellations must be made at least 72 hours prior to first day of boarding. Late cancellations are subject to a \$\_\_\_ fee.

6. **VACCINATIONS.** All pets must have current all required vaccinations, including Bordetella, \_\_\_\_\_, and provide proof of said vaccines prior to first drop off. COMPANY may refuse to accept delivery of a pet without proof of current vaccinations.

7. **CLIENT REPRESENTATIONS.** CLIENT makes the following representations and warranties regarding CLIENT's Pet(s):

- a. Pet(s) are in good health;
- b. Pet(s) have not been treated for a contagious illness in the two weeks prior to drop off;
- c. Pet(s) have not been in contact with any unhealthy animals 30 days prior to drop off;
- d. Pet(s) do not currently have ticks or fleas;
- e. Pet(s) are not in heat or are within a two-week period thereof;
- f. Pet(s) have no history of aggressive tendencies toward other dogs or humans, and no history of dog bites;
- g. CLIENT has the authority to enter this contract on behalf of CLIENT's Pet; and
- h. Pet(s) are older than 4 months.

8. **CLIENT INDEMNITY AND RELEASE.** CLIENT understands the inherent risks of socializing CLIENT's Pet(s) with other dogs, which shall include injury, illness, damage, and even death and agrees the benefits outweigh the risks. CLIENT understands that while COMPANY will exercise all due care, CLIENT expressly assumes the risk of injury or damage to CLIENT's Pet(s) while in the care of COMPANY and hereby releases COMPANY, its agents, officers, and employees from liability of any nature for injury or damage to CLIENT's pet. CLIENT shall indemnify, defend and hold harmless COMPANY from and against all claims, actions, damages, liabilities, and costs, including reasonable attorneys fees, arising or resulting from the behavior or actions of CLIENT's pet(s) during the performance of this CONTRACT.

9. **EMERGENCY VETERINARY CARE.** COMPANY will make every effort to contact CLIENT to approve any veterinary care; however, if CLIENT cannot be reached, CLIENT authorizes COMPANY to contact CLIENT's veterinarian for treatment in the event CLIENT's Pet suffers an injury or illness while in COMPANY's care. CLIENT agrees to be responsible for all veterinary fees and costs so provided.

10. **DELAYED PICK UP/ABANDONMENT.** If CLIENT fails to pick up the pet at the agreed upon date or time, CLIENT shall pay COMPANY for the Services at the rates then in effect. If CLIENT's pet is deemed abandoned pursuant to state law, COMPANY shall contact CLIENT and CLIENT's emergency contact to indicate a date and time by which the pet must be retrieved and failing that, the pet will be deemed abandoned and will be delivered to a third party adoption partner or shelter, at COMPANY's sole discretion. CLIENT indemnifies and holds COMPANY harmless from and against any claim or liability arising from an abandoned pet.

11. **ENTIRE AGREEMENT/AMENDMENT.** This Agreement sets forth the entire agreement of the parties. This Agreement may not be amended except in writing signed by both parties.

12. **SEVERABILITY.** In the event any term or provision of this Agreement is rendered invalid or unenforceable by any law, regulation, ordinance, or order of court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent permitted by law.

13. **ATTORNEY'S FEES.** In the event that any action is commenced in relation to this Agreement, the unsuccessful party in the action shall pay to the prevailing party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the prevailing party's attorney's fees and costs.

14. **GOVERNING LAW/VENUE.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada. Venue shall be in Washoe County, Nevada.

15. **TERMINATION.** This Agreement may be terminated by COMPANY immediately for cause. "For cause" shall mean breach of any material term of this agreement, including breach of the CLIENT's representations and warranties or if CLIENT fails to make a payment when due. If CLIENT terminates the agreement, CLIENT shall pay all amounts owed through the date of termination at the time CLIENT provides written notice of termination, or in the event of termination during a reserved boarding period, through the end of the reserved boarding period.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date and the year first above written.

**CLIENT:**

\_\_\_\_\_

\_\_\_\_\_  
(Print Name)

**COMPANY:**

IN AND OUT PET L.L.C, a Nevada limited liability company

\_\_\_\_\_  
By: JEFFREY FROST

Its: Manager

**EXHIBIT 1**

<b>Daycare fees</b>	<b>½ day (ends at 1pm)</b>	<b>Full Day</b>

<b>Boarding Fees</b>	<b>Standard Daily</b>	<b>Holiday Daily</b>

**Boarding Dates:** \_\_\_\_\_

**Grooming fees:** \_\_\_\_\_