



BOARDING & SERVICES AGREEMENT

This Boarding and Services Agreement ("Agreement") is entered this _____ day of _____, 2019 between _____ (hereinafter "Guardian") and 3 Dog Farm, LC ("3DF") to provide for the boarding and care for one (1) dog identified as and called _____, owned by Guardian (hereinafter "Dog").

WHEREAS, Guardian desires that 3DF board, maintain the custody and control of, and care for Dog while Guardian travels.

WHEREAS, 3DF desires to provide such boarding and associated services for Dog in exchange for payment from Guardian.

WHEREAS, Guardian and 3DF desire to memorialize the terms to which they have agreed concerning the boarding, care, custody and provision of associated services for Dog.

NOW THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Guardian and 3DF agree as follows.

3DF will exercise due and reasonable care for Dog and will keep facilities in which Dog are kept while boarding with 3DF clean and properly enclosed.

Guardian agrees to make payment to 3DF at the rate of \$75.00 per day for each day of Dog's stay with 3DF which is due and owing upon conclusion of Dog's stay with 3DF.

Guardian agrees that Dog will not be released from the care, custody and/or possession of 3DF until all charges for boarding and any and all associated services, including any and all costs and expenses for any and all veterinary care, rendered to and/or for the Dog during Dog's stay at 3DF are paid in full.

If the Dog should become ill or the state of the Dog's health requires professional attention, 3DF, in its sole discretion, may engage the services of a veterinarian or administer medication, a special diet, or give other requisite professional attention to the Dog and any and all cost and expense for any such services shall be the sole responsibility of Guardian.

Guardian and 3DF further agree that the Dog is boarded by 3DF without liability on the part of 3DF for loss or damage from disease, death, running away, injury, theft, or injury to persons, other animals, or the Dog due to fence climbing or other unavoidable causes to the extent permissible under Virginia law.

Guardian and 3DF further agree that 3DF's liability shall in no event exceed the lesser of the current value of a Dog of the same breed and condition as Guardian's Dog or the sum of \$200.00 per dog. Guardian further specifically agrees to be solely responsible for any and all acts or behavior of Dog while Dogs is in the care of 3DF.

If Guardian fails to arrange for the return of Dog to Guardian's care, custody and possession within fourteen (14) days of the stated day of pick up provided by Guardian, Guardian agrees that 3DF may provide for the placement of Dog with a humane society, rescue group, or shelter, without any liability to 3DF, and that Guardian shall remain liable for any and all unpaid charges associated with the boarding, care, custody and associated services provided to or for the benefit of Dog.

By signing this Agreement, Guardian certifies the accuracy of all information that Guardian has provided about the Dog, that Dog is current on all vaccines required by 3DF, including, bordatella, rabies and distemper, that Dog has not been exposed to rabies or distemper within thirty (30) days prior to boarding with 3DF, and that Guardian is the legal owner of Dog, and that Guardian assumes all financial liability for all payments required pursuant to this Agreement.

It is the intentions of the parties hereto that this Agreement and the terms and provisions hereof shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia and that any dispute with regard to this Agreement shall only be brought in the courts of the Commonwealth of Virginia. By signing this Agreement, Guardian expressly consents to the personal jurisdiction of the courts of the Commonwealth of Virginia.

In the event any part of this Agreement is held to be unenforceable or invalid for any reason, the balance of this Agreement shall not be affected and shall remain in full force and effect during the term of this Agreement.

Time is of the essence in the performance of the obligations hereunder.

The covenants, conditions, agreements, terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereof and each of their respective successors and assigns, subject to the restrictions and limitations set forth herein.

It is understood and agreed by and between the parties hereto that this Agreement contains the final and entire agreement between the parties relative to the subject matter hereof, and that they shall not be bound by any terms, statements, conditions or representations relative to the subject matter hereof, oral or written, express or implied, not herein contained. This Agreement may not

be changed or terminated orally or in any manner other than by an agreement in writing and signed by all parties hereto.

Guardian Signature

Guardian Printed Name

Date

3Dog Farm, LC

By: _____
Gina Schaecher, President

Date

Guardian Signature

Guardian Printed Name

Date