

ALCALA PET CARE CENTER AGREEMENT

1273 Crest Drive
Encinitas, CA 92024

PHONE: (760) 436-6619 * FAX (760) 753-7670

This is a contract (“Contract”) between ALCALA PET CARE CENTER (“APCC”), a pet care facility, and the pet owner whose name and signature appear below (“Owner”) for the boarding and care of Owner’s pet named on the Enrollment Form which is attached hereto and incorporated herein by reference.

___ **1. Confirmation of Ownership:** Owner specifically represents that he or she is the owner of the pet being boarded at APCC, or has written authorization by the Owner of the pet to enter into this Contract as the Owner’s agent.

___ **2. Payment of All Fees and Charges:** Owner agrees to pay the boarding rate for all services, treatments, and care effective on the date the Owner checks the pet into APCC. Payment may be made by: cash, debit card, Visa or Master Card. All charges are due and payable on or before the date the pet is to be picked up, and Owner agrees that Owner’s pet shall not leave APCC until all charges have been paid by Owner to APCC.

___ **3. Check-in and Check-out Terms:** Owner understands that there is a full-day boarding fee charged on the day of the pet’s arrival (regardless of check-in time), and for the day of the pet’s departure. Owner must allow a minimum of thirty (30) minutes for checking-in and for checking-out.

___ **4. Boarding Limitations:** Owner understands that APCC is not a twenty-four (24) hour facility, that the facilities are not monitored from 6:00 PM to 7:00 AM, and that pets requiring overnight medical care, medical monitoring, or services beyond simple oral medications or other non-invasive treatments should not be boarded at APCC. Pets with casts, restricted mobility requirements, feeding and/or hydration tubes, or other post-operative requirements may not board.

___ **5. Medical Disclosures:** Owner agrees to fully disclose all medical and behavioral history of the pet to APCC, shall provide APCC with the pet’s current vaccination record showing that the pet has received all required vaccinations set forth on the Enrollment Form, and that they are all current. APCC reserves the right to refuse admittance to any pet which shows signs of illness and/or hostility to APCC’s staff and/or other pets being boarded at APCC.

___ **6. Medical Treatments:** APCC is not a veterinarian (“DVM”), nor does APCC have a DVM on staff. Owner represents that: a) Owner’s pet is healthy, b) Owner’s pet has not been exposed to any known communicable diseases within thirty (30) days prior to boarding, c) all of the pet’s vaccinations are current, and d) all medical conditions, behavior issues and special requirements (i.e. diet, oral medications, etc.) have been fully disclosed on the Emergency Treatment Authorization Form and/or the Enrollment Form.

APCC reserves at all times its right to utilize such DVM treatment and/or services as it deems appropriate as set forth herein below.

7. Veterinarian Treatment: Owner gives APCC permission, at APCC's sole discretion, to obtain such DVM treatment of Owner's pet as APCC deems reasonably necessary for the preservation of the pet's health and/or life during the time the Owner's pet is being boarded at APCC. Owner may specify on the Emergency Treatment Authorization Form the DVM that Owner prefers to have treat Owner's pet, and APCC will make a reasonable effort to do so (unless an emergency precludes it). However, APCC reserves the right at its sole discretion, to utilize the services of any DVM it elects to use, if the DVM preferred by Owner is unavailable, or if APCC determines that the treatment required or the circumstances of the situation warrant utilizing the services of a DVM selected by APCC. Owner agrees to pay for all such DVM treatments and/or services provided for Owner's pet pursuant to this paragraph.

8. Pet Abandonment: Owner acknowledges that all charges become due and payable on the date the pet is picked up or is scheduled to be picked up, whichever is earlier. The scheduled pet pick-up date may only be extended upon advance payment of all charges for the extended boarding period. APCC shall have and is hereby granted a lien on the pet for any and all unpaid charges resulting from caring for and boarding the pet at APCC. Owner agrees that in the event charges are not paid within ten (10) days from the date the pet is scheduled to be picked up by Owner, APCC may:

- a) Exercise its lien rights by selling the pet to satisfy such lien and costs of sale at public auction;
- b) Deliver the pet to the Humane Society;
- c) Wait an additional four (4) days and then declare the pet abandoned under California Civil Code section 1834.5 (which allows a pet to be humanely destroyed if a new owner cannot be found for that pet within ten (10) days from the date the pet is deemed abandoned).

Owner specifically waives all statutory and legal rights to the contrary, and regardless of which of the remedies described above APCC elects, at its sole discretion, to utilize, Owner shall remain liable for all unpaid fees and charges over and above any net proceeds APCC may have received if the pet is sold.

9. Reasonable Care and Liability: a) APCC shall exercise reasonable care of Owner's pet while boarded at APCC, and Owner acknowledges that Owner is aware of and accepts the standard of care utilized by APCC for the care and boarding of Owner's pet. Owner specifically agrees that APCC's liability for negligence hereunder shall in no event exceed the lesser of the current chattel value of a pet of the same species, or Four Hundred Dollars (\$400.00). Owner acknowledges that even though Owner's pet has had all required vaccinations and is in good health at the time of check-in, Owner's pet will be exposed to other pets during boarding, and understands that any pet may harbor or spread a communicable disease. Owner expressly agrees to hold APCC harmless against any and all loss, damages, or claims should Owner's pet contract a communicable disease during boarding.

b) In addition, Owner expressly agrees that (with the exception of gross negligence by APCC) APCC shall be held harmless against any and all loss, damages, or claims that may occur either as a result of the interaction of Owner's pet with other pets being boarded at APCC, or for any injury that may occur during the ordinary course of the boarding and care of Owner's pet.

10. Responsibility for Pet's Equipment, Toys, and Belongings: APCC shall use reasonable efforts to keep track of pet's equipment, toys, and other belongings ("pet belongings") left by Owner for the use or benefit of Owner's pet. However, Owner expressly agrees to hold APCC harmless against any and all loss, damages, or claims in the event Owner's pet belongings are lost or damaged. It shall be Owner's responsibility to determine what pet belongings, if any, Owner wishes to leave at APCC while Owner's pet is being boarded, and Owner agrees that APCC shall bear no responsibility or liability for the loss or damage of any of Owner's pet belongings.

11. Right of APCC to Refuse to Board Pets: APCC, in APCC's sole and absolute discretion, reserves the right to refuse to board any pet APCC deems to be unhealthy, abused, dangerous to either humans or other animals, unruly, undisciplined, or exhibits traits that APCC deems detrimental to the well-being of APCC's staff and/or the other pets being boarded. Furthermore, APCC reserves the right, in APCC's sole and absolute discretion, to refuse to board any pet if APCC deems the pet's owner to be hostile, threatening, refuses to comply with APCC's rules and regulations, has previously defaulted on the payment of any previous billing for the previous boarding of his/her pet, has previously filed a claim against APCC, or if APCC deems that the Owner's pet appears to have been abused or mistreated.

12. Dispute Resolution: If any controversy or claim arises out of any alleged breach of this contract, or as a result of any claim involving the alleged negligence by any party to this contract, and said dispute cannot be resolved between the parties to this contract, the dispute shall be settled in Small Claims Court. APCC and Owner agree that proper venue shall be North San Diego County, California.

13. Entire Agreement: This contract, including the Enrollment Form, Emergency Treatment Authorization Form, and the Schedule of Fees, constitute the entire agreement between the parties. All terms and conditions of this contract shall be binding upon the heirs, successors, administrators, personal representatives, and assigns of Owner & APCC.

14. Amendment: This contract may be amended only by a written instrument signed by both parties.

Dated: _____, 20____.

By: _____

(Please Print Name & Title)
Alcala Pet Care Center

By: _____ (Signature)
Name: _____ (Please Print)
Address: _____
Phone: _____ Email: _____