

## The Happy Dog Retreat Boarding Agreement

This Boarding Agreement ("Agreement") is entered into on \_\_\_\_\_, (the "Effective Date"), between \_\_\_\_\_ ("Dog Owner"), of \_\_\_\_\_  
(*name of dog owner*) (*street address*)  
and The Happy Dog Retreat ("Boarding Facility"), of 21197 St Louis Road, Middleburg, VA 20117.

In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Dog Owner and Boarding Facility agree as follows:

### 1. Information About Dog

- A. Name of Dog: \_\_\_\_\_
- B. Name of Veterinarian: \_\_\_\_\_
  - 1. Veterinarian's Phone Number: \_\_\_\_\_
- C. Name of Groomer: \_\_\_\_\_
  - 1. Groomer's Phone Number: \_\_\_\_\_
  - 2. How often is your Dog groomed and bathed at home? \_\_\_\_\_
- D. Breed of Dog: \_\_\_\_\_
- E. Sex: \_\_\_\_\_
- F. Age: \_\_\_\_\_
- G. Color/Markings: \_\_\_\_\_
- H. License No. \_\_\_\_\_
- I. History of Aggression
  - 1. Has your Dog ever bitten anyone? \_\_\_\_\_
  - 2. If so, list the circumstance(s): \_\_\_\_\_
  - 3. Are there any legal actions or complaints filed, pending, or in force with respect to your Dog's behavior? \_\_\_\_\_
- J. Is your Dog in heat or will they be in heat during the boarding? \_\_\_\_\_
- K. Has your Dog been vaccinated for rabies? \_\_\_\_\_
  - 1. Date of last rabies vaccination: \_\_\_\_\_
- L. Does your Dog tend to do any of the following:
  - 1. Jump on people \_\_\_\_\_
  - 2. Jump barriers or fences \_\_\_\_\_
  - 3. Climb barriers or fences \_\_\_\_\_
  - 3. Run Away \_\_\_\_\_
  - 4. Dig \_\_\_\_\_
- M. Is your Dog able to jump barriers or fences that are four (4) feet or taller? \_\_\_\_\_
- N. Unusual Tendencies
  - 1. Fear of \_\_\_\_\_
  - 2. Dislike of \_\_\_\_\_
  - 3. Adverse reaction to strangers \_\_\_\_\_

4. Urinate when approached \_\_\_\_\_
5. Engages in self-mutilation \_\_\_\_\_
6. Behavioral problems \_\_\_\_\_

O. Training

1. What training has your Dog had? \_\_\_\_\_
2. Does he/she respond to commands when called? \_\_\_\_\_
3. Is he/she housetrained? \_\_\_\_\_
4. Who administers correction/discipline? \_\_\_\_\_
5. What type of correction/discipline has proven effective? \_\_\_\_\_  
\_\_\_\_\_

P. Has your Dog been boarded before? \_\_\_\_\_

1. Any signs of separation anxiety or stress when boarded? \_\_\_\_\_

Q. Medications

1. Name and dosage: \_\_\_\_\_
2. When does medication need to be administered? \_\_\_\_\_

R. Type/Brand of food: \_\_\_\_\_

S. Medical problems

1. Skin trouble \_\_\_\_\_
2. Arthritis \_\_\_\_\_
3. Other \_\_\_\_\_
4. Have you pre-authorized your veterinarian to treat your Dog in case of illness while you are gone? \_\_\_\_\_

**2. Information about Dog Owner**

A. Home Address: \_\_\_\_\_  
\_\_\_\_\_

B. Phone Numbers

1. Home Number \_\_\_\_\_
2. Work Number \_\_\_\_\_
3. Cell Phone Number \_\_\_\_\_
4. Emergency Contact Number \_\_\_\_\_
  - i. Name of Emergency Contact \_\_\_\_\_
  - ii. Relation of Emergency Contact to Dog Owner \_\_\_\_\_

**3. Length of Time to be Boarded**

- A. The Boarding Facility agrees to board the Dog for the following number of days: \_\_\_\_\_. The Dog Owner agrees to pay the rate of \$\_\_\_\_\_ per day.
- B. The Boarding Facility agrees to board the Dog for the following number of weeks: \_\_\_\_\_. The Dog Owner agrees to pay the rate of \$\_\_\_\_\_ per week.
- C. The Boarding Facility agrees to board the Dog for the following number of months: \_\_\_\_\_. The Dog Owner agrees to pay the rate of \$\_\_\_\_\_ per month.
- D. The Dog Owner acknowledges and agrees that if the Dog is not retrieved by the Dog Owner by the agreed upon boarding time period stated herein, the above rates will be doubled, on a daily basis, for each additional day the Dog is boarded.

**4.** The Boarding Facility shall not be liable for any damages arising out of or in connection with the boarding of the Dog that may accrue from any cause, including but not limited to, loss or damage from fire, theft, running away, disease, death, injury by persons, injury by other animals, unavoidable causes, or injuries caused by the Dog's self-mutilation, whether the Dog is on the premises of the Boarding Facility or not, except where the loss or damage is caused by the Boarding Facility's negligence or intentional misconduct. The Dog Owner hereby agrees to be and is solely responsible for any and all acts of behavior of the Dog, at all times during the term of this Agreement.

**5.** The Pet Owner shall disclose to the Boarding Facility in writing in Section 1.M. of this Agreement if the Dog is able to jump four (4) feet or higher prior to the boarding of the Dog. If the Pet Owner does not make said disclosure prior to the boarding of the Dog, the Boarding Facility shall not be liable for any injuries to the Dog or loss of the Dog arising from the Dog jumping any barriers or fences.**5.** The

**6.** Dog Owner waives all rights they may have against the Boarding Facility for any liability arising from the Boarding Facility's negligence or intentional misconduct during the time of the Dog's Boarding, unless the Dog Owner files a written demand to the Boarding Facility within thirty days (30) from the date the Dog is removed from the Boarding Facility

**7.** Under no circumstances shall the Boarding Facility be liable to the Dog Owner or any third party in an amount exceeding the sum of One Hundred Dollars (\$100.00). The Dog Owner agrees not to claim damages against the Boarding Facility of any nature whatsoever, either by way of contract, equity, negligence or otherwise, in excess of said sum.

**8.** Dog Owner specifically covenants, warrants and represents the following:

- A. He/she is the sole owner of the Dog;
- B. The Dog has not been exposed to distemper or rabies within the last thirty days, and that the required annual license has been obtained; and
- C. The Dog Owner attaches proof to this Agreement of the Dog's current rabies immunization, distemper, hepatitis, leptospirosis, and canine cough vaccinations as required by law.

**9.** If the Dog has been deemed abandoned and is not claimed by the Dog Owner within 14 days after a letter of notice has been sent to the Dog Owner, the Dog Owner acknowledges and agrees to the following in accordance with Virginia Code § 3.2-6520:

- A. The Boarding Facility may sell the Dog at a public or private sale;
- B. Any expenses incurred by the Boarding Facility becomes a lien on the Dog and the proceeds of the sale shall first discharge the lien, and the remaining balance of the proceeds shall be paid to the Dog Owner;
- C. If the sale of the Dog does not secure an adequate price to pay for the costs of board and other delinquent charges plus the costs of sale, the Dog Owner shall pay the Boarding Facility the difference;
- D. If no purchaser for the Dog is found, the Dog may be offered for adoption.

Notice of the intended sale shall be sent by certified mail to the Dog Owner at the address given above.

**10.** The Dog Owner agrees that all boarding and grooming fees are due and payable before the Boarding Facility can accept the Dog.

**11.** The Dog Owner personally guarantees full payment of the boarding fees. The interest charged on an overdue bill shall be at the maximum rate allowed by law, but not to exceed 1.5% per month, compounded daily.

**12.** If the Dog becomes ill or is injured, the Boarding Facility shall notify the Dog Owner at the phone number listed above. If the Dog Owner does not immediately respond or cannot be reached or if the Dog's health requires immediate attention, the Boarding Facility shall have the right to call a veterinarian, administer medicine, or give advisable attention. The Dog Owner shall promptly pay for any expenses arising under this provision.

**13.** The Dog may to be taken off premises by the Boarding Facility without the consent of the Dog Owner in cases of emergency and the Dog needs to be taken to the veterinarian.

**14. Severability**

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

**15. No Waiver**

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**16. Governing Law**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Virginia.

**17. Notices**

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

**18. Attorney's Fees**

In the event of any future litigation arising out of an alleged breach of this Agreement, the prevailing party in such litigation shall be entitled to recover all reasonable attorney's fees and costs associated with the successful prosecution or defense of such action.

**19. Mandatory Arbitration**

Any dispute under this Agreement shall be resolved by binding arbitration of the parties hereto with an arbitrator from the American Arbitration Association. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator selected shall arbitrate the dispute. The arbitration shall be governed by the rules of the American Arbitration Association.

**20. Entire Agreement**

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

**21. Modification of Agreement**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

**22. Assignment of Rights**

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**23. Successors and Assigns**

In this Agreement, any reference to a party includes that party's heirs, executors, administrators, successors and assigns, singular includes plural and masculine includes feminine.

IN WITNESS THEREOF, the parties have executed this Agreement as of the Effective Date stated above.

**The Happy Dog Retreat**  
*(Name of Boarding Facility)*

\_\_\_\_\_  
*(Printed name of Dog Owner)*

\_\_\_\_\_  
*(Signature of Dog Owner)*

By: \_\_\_\_\_  
*(Printed name)*

\_\_\_\_\_  
*(Signature)*

## Medical Treatment Authorization

To Whom It May Concern:

1. The Happy Dog Retreat is the present pet care provider for my Dog. I hereby authorize and voluntarily consent to having the Happy Dog Retreat arrange, direct, sign for and consent to any and all routine or emergency medical care and treatment necessary to preserve the health of my Dog. My Dog's information is set forth below.

2. I, \_\_\_\_\_ (*name of Dog Owner*) acknowledge that I am responsible for all reasonable charges in connection with the care and treatment rendered and acknowledge that no guarantees have been made as to the effect of such treatment rendered.

### Pet Information

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Sex: \_\_\_\_\_

Color of Eyes: \_\_\_\_\_

Color of Hair and Identifying Marks: \_\_\_\_\_

Medical Conditions: \_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF the parties have executed this Medical Treatment Authorization  
on \_\_\_\_\_ (*date*).

*The Happy Dog Retreat*  
(*Name of Boarding Facility*)

\_\_\_\_\_  
(*Printed name*)

\_\_\_\_\_  
(*Signature of Dog Owner*)

By: \_\_\_\_\_  
(*Printed name*)

\_\_\_\_\_  
(*Signature*)