Catskill Mountain Bed N Biscuit 4568 Route 32 Catskill, NY 12414 518-678-0808 – Phone 518-678-0808 - Fax

Contract for Services

Name						Date			
Billing Address									
City	<u>-</u>				St	ateZi	р		
Home Phone	<u> Phone</u>		rk		Ce	ell			
EMERGENCY Na	me & Phone								
Email									
Animals Name					Breed				
Age	Color			М	arkings				
Sex Male	Neutered? (circle one)	Yes	No ,	/ Femal	e Spaye	d? (circle one)	Yes	No	
Veterinarian				Pho					

This contract is between Catskill Mountain Bed N' Biscuit and any of its authorized agents, contracted parties or employees, (herein referred to as "CMBNB") and the owner or owner's authorized agent (both herein referred to as "Owner") whose signature appears below.

- 1. Owner agrees to pay the boarding rate that is in effect on the date of check in.
- 2. Owner also agrees to pay any and all costs and charges for any special services requested by the Owner for the animal during the time the animal is in the care of CMBNB or any of its authorized agents, contracted parties or employees.
- 3. Owner also agrees to pay for any and all veterinary costs for the animal during the time the animal is in the care of CMBNB or any of its authorized agents, contracted parties or employees.
- 4. Owner further agrees that the animal will not leave CMBNB until all charges have been paid in full to CMBNB's owner.
- 5. By signing this contract and leaving the animal in the care of CMBNB or any of its authorized agents, contracted parties or employees, the Owner certifies that all information given in regards to and about this animal is accurate and true.
- 6. CMBNB and any of its authorized agents, contracted parties or employees shall exercise reasonable care for the animal delivered to, picked up or transported by CMBNB for boarding, grooming or any and all other services requested by the Owner.

- 7. It is expressly agreed to by the Owner and CMBNB that CMBNB's liability will at no time exceed the lessor cost price of the current value of an animal of the same breed or the sum of (one hundred dollars) per each animal left in the care of CMBNB or any of its authorized agents, contracted party's or employees.
- 8. The Owner specifically represents that he (or she) is the legal sole Owner or Authorized Agent of the dog, cat (or other animal) listed above, and herein referred to as "animal", and that this animal is free and clear of all liens and encumbrances.
- 9. Owner specifically represents to CMBNB that this animal has not been exposed to Rabies, distemper, cough, upper respiratory viruses or any other infectious diseases (pertinent to this type of animal) within the past ninety (90) days.
- 10. Owner specifically represents that this animal has been vaccinated according to CMNBB's requirements and that any state or local licenses' that are required have been obtained.
- 11. All charges incurred by the Owner shall be payable upon pickup or delivery of animal from CMBNB or any of its authorized agents, contracted parties or employees, or when billed by CMBNB at the address listed above. CMBNB shall have and is hereby granted a lien on the animal for any and all unpaid charges resulting from the animal being picked up, transported, boarded and cared for, groomed, or any special care as requested by the Owner while in the care of CMBNB or any of its authorized agents, contracted parties or employees.
- 12. The Owner hereby agrees that in the event that charges are not paid when due in accordance with this contract, CMBNB may dispose of the animal and any or all items left with the animal, by private or public sale or other means at the sole discretion of CMBNB to cover any and all unpaid charges, and the owner specifically waives all statuary or legal rights to the contrary.
- 13. The owner hereby agrees If such a sale does not secure a price adequate to pay such costs of any delinquent charges, plus costs of sale (such as but not limited to; advertising, transporting, fees or other expenses incurred from selling or otherwise relinquishing the animal), then Owner shall be liable to CMBNB for the difference.
- 14. If the animal becomes ill or if the state of the animal's health otherwise requires professional attention, CMBNB, at its sole discretion, may engage the services of any veterinarian or other trained animal medical professional and any and all of the expenses shall be paid in full by the Owner.
- 15. This contract contains the entire agreement between parties. All terms and conditions of this contract shall be binding on the heirs, administrators, personal representatives and assignees of the Owner and CMBNB.
- 16. Any controversy or claim arising out of or relating to this contract, or breach thereof, or as a result of any claim or controversy involving the alleged negligence by any party to this contract, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the reward rendered by an arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall as part of their reward, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party.
- 17. If any litigation arising out of this contract, the prevailing party shall be entitled to receive reasonable attorney's fees and costs.
- 18. This contract is binding for the present and all subsequent engagements for services of CMBNB and the Owner