**Town & Country Pet Resort Contract**

4442 Penn Mine Rd. Mailing Address:

Campo Seco, CA 95226 4473 Penn Mine Rd.

(209) 772-1972 Campo Seco, CA 95226

Fax (209) 772-2691

| Your Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Home Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Work Telephone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Other Telephone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address (Physical and Mailing)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State \_\_\_\_\_\_\_\_\_\_ Zip \_\_\_\_\_\_\_\_\_\_\_ Vet’s Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Email Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  In Emergency Call \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  How did you hear about us? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| --- |
| Pet’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Breed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Color \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Sex\_\_\_\_\_\_\_\_\_\_ Birth date \_ \_ / \_ \_ / \_ \_ Weight \_\_\_\_\_\_\_\_\_\_ Please circle one Spayed/Neutered  Special Instructions: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Fill Out Only If Boarding:**  Medications: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_1xdy \_2xdy \_3xdy  Diet:  \_\_ Own Food  \_\_ Dry  \_\_ Canned  \_\_ Special \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_ 1xdy \_\_ 2xdy  Special Instructions: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

The following terms and conditions constitute a contract between you, the pet’s owner (hereinafter called “owner”) and Town & Country Pet Resort. If you represent the pet owner, you must write below the name, address, and telephone number of the pet owner and state your relationship to the pet owner. In this case the term “Owner” in this contract applies to you. This contract applies to the visit and will be kept on file to apply to future visits. Please read the contract and sign to show that you agree with all terms and conditions.

**We agree to all terms and conditions printed on the front and back of this contract.**

Pet Owner’s Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Town & Country Pet Resort Representative\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Charges begin the day your pet is left in our care. Weekday check-out is by 11am to avoid another days charge. Ask about weekend hours.

* Owner specifically represents that pet is in good health, has had the current vaccinations required, and has not been exposed to rabies, distemper, bordetella, or parvovirus within thirty days prior to date on this contract.
* Owner specifically represents that he or she is the sole owner of the pet, free and clear of all liens and encumbrances except as notes above the owner’s signature.
* By signing this contract and leaving his or her pet with this Town & Country Pet Resort, Owner certifies to the accuracy of all information given about said pet and about the Owner in this contract.
* Owner agrees to pay all costs and charges for boarding and special specified in this contract at the rates shown for this visit and in the future at the standard rates posted.
* Owner further agrees that the pet shall not leave Town & Country Pet Resort until all the charges are paid to Town & Country Pet Resort by Owner.
* Town & Country Pet Resort reserves the right, in its sole discretion, to require payment in cash.
* If pet becomes ill or if the state of the animal’s health otherwise requires professional attention, Town & Country Pet Resort, in its sole discretion, may engage the services of a licensed veterinarian or administer of medicine or give other requisite attentions to the animal, and the expenses thereof including transportation at a rate of $0.66 per mile to and from a veterinarian plus $25.00 per hour shall be paid by the Owner. Town & Country Pet Resort will try to use the veterinarian listed by Owner on this contract when appropriate.
* Town & Country Pet Resort shall exercise reasonable care of the pet delivered by the Owner to Town & Country Pet Resort. It is expressly agreed by Owner and Town & Country Pet Resort that Town & Country Pet Resort liability shall in no even exceed the lesser of the current chattel value of a pet of the same species or the sum of $500.00 per animal boarded. The Owner further agrees to be solely responsible for any and all acts or behavior of said pet while it is in the care of the Town & Country Pet Resort.
* All charges incurred by Owner shall be payable upon pickup of pet. A deposit of one-half the length of stay is required of all new clients. For stays longer than two weeks, partial payment must be made in advance and on a regular basis such that outstanding bill is no more than for two weeks boarding. THE OWNER HEREBY AGREES THAT IN THE EVENT THE BOARDING CHARGES ARE NOT PAID WHEN DUE IN ACCORDANCE WITH THE CONTRACT, TOWN AND COUNTRY PET RESORT MAY DEEM THE PET ABANDONED AND DISPOSE OF PET UPON TEN DAYS WRITTEN NOTICE GIVEN BY TOWN AND COUNTRY PET RESORT TO OWNER BY CERTIFIED MAIL RETURN RECEIPT REQUESTED TO THE ADDRESS SHOWN ON THIS CONTRACT. The owner shall be liable for all boarding fees until the pet is disposed of but for a period of no longer than thirty days from the date the return receipt for said letter referenced above is received by the Town & Country Pet Resort. Town & Country Pet Resort may in it sole discretion decide on how to dispose of the pet and the Owner specifically waives all statutory or legal rights to the contrary. If a pet is sold, the amount received less the costs of sale will be applied to the cost for board or other delinquent charges. All monies realized by Town & Country Pet Resort at such sale, over an above the charges due and costs of sale shall be paid by Town & Country Pet Resort to Owner.
* Pick up of pets outside the normal business hours is available only under extreme emergencies and is subject to several extra charges. Owner will be responsible for paying a $75.00 surcharge plus all boarding fees due until the next day that the Town & Country Pet Resort is open for business.
* Owner agrees to pay all reasonable legal and collection fees required for Town & Country Pet Resort to collect outstanding charges or for Town & Country Pet Resort to collect from a check not honored by the bank. A $35.00 charge will be assessed for each returned check. If pet Owner does not immediately cover a returned check, a fee as stipulated by California law will be charges equal to three times the value of the check or $500.00, whichever is less. Pet Owner is responsible for paying all collection fees.
* Any controversy or claim arising out of or relating to this contract, or the 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 award rendered by an arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall, as a part of his award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney’s fees of the prevailing party. Nothing in this provision or arbitration shall preclude the Town & Country Pet Resort from proceeding in Small Claims Court for collection of money due for services provided.
* This contract contains the entire agreement between the parties. All terms and conditions of this contract shall be binding on the heirs, administrators, personal representatives and assigns of the Owner and the Town & Country Pet Resort.

Pet Owner’s Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_

Town & Country Pet Resort Representative\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_