

Dream Katcher Lodge, LLC

Boarding Contract

Our goal at Dream Katcher Lodge is to provide the best in boarding care for your pet. This contract sets out our mutual obligations in accomplishing that goal.

This BOARDING CONTRACT & RELEASE ("Contract") is made and entered into on this ____ day of _____, 20__ by and between Dream Katcher Lodge, LLC, a Tennessee limited liability company ("DKL"), and the Pet Owner whose signature appears below ("Owner"). This is a binding agreement on the part of both DKL and Owner and should be read carefully.

RECITALS

DKL is a Tennessee limited liability company offering Boarding Services and pet related products for retail sale to the general public. Owner is seeking the Boarding Services offered by DKL.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** For purposes of this Contract the following terms shall have the following meanings:
 - a. "Owner" means the person presenting the Pet to DKL for boarding.
 - b. "Boarding Services" means the provision of a space for the animal to sleep; two (2) meals per day and daily exercise and shall specifically exclude veterinary services and care.
 - c. "Pet related products" means animal food, pet supplies and other goods sold, but not manufactured or packaged by DKL.
 - d. "Pet" means any animal accepted from Owner by DKL for boarding and refers collectively to all Pets boarded by Owner.

2. **Fees.** For and in consideration of Boarding Services provided by DKL, Owner agrees to pay the daily rate for boarding in effect on the date the Pet is checked into DKL. Owner further agrees to pay all costs and charges for other services and products in effect on the date the Pet is checked into DKL. Owner further agrees to pay all costs and charges for special services requested and, if the same should become necessary, for all veterinary costs incurred while the Pet is in the care of DKL. Owner acknowledges that he has received a copy of the list of charges for boarding and other services and agrees that these charges are reasonable. Owner agrees that all charges are due and payable upon release of the Pet from DKL's care. Boarding fees are based on a twenty-four (24) hour day, with the minimum boarding charge being one full twenty-four (24) hour day even though the Pet may have been boarded less than twenty-four (24) hours. Pets will only be released during normal office hours or by appointment during specified hours.

3. **Pet Vaccination, Disease Exposure.** Owner represents and warrants to DKL that the Pet to be boarded has been vaccinated against rabies within the past twelve (12) months or with a veterinary statement that Pet's vaccination is current based upon Pet's state of residency. If the Pet to be boarded is a dog, Owner further represents and warrants to DKL that the dog has been vaccinated against or has protective titers against major canine infectious diseases within the past twelve (12) months. If DKL does not have a current vaccination record on file, such a record will be required before the Pet can be boarded.

DKL reserves the right to change vaccination requirements and frequency of administration, according to emerging disease situations that may occur. Should Owner or Owner's veterinarian not provide proof of DKL's required vaccinations for Canine Influenza, Bordetella, or other emerging infectious diseases, DKL shall administer, upon Pet's arrival, the required vaccinations, at the Owner's expense.

Owner further warrants that dog has not visited any dog parks, day care facilities, training facility, or other boarding facility within two (2) weeks prior to boarding at DKL.

Canine Respiratory Disease ("Kennel Cough") is a multi-factorial disease. Despite having current vaccinations against Canine Influenza, Bordetella, Parainfluenza, and Adenovirus, in a boarding environment a dog may still develop Kennel Cough. Dream Katcher Lodge takes every precaution to prevent infectious diseases. By choosing to board, Owner recognizes and accepts the risk that Pet may contract an infection. Owner acknowledges that payment for treatment of any disease will be the responsibility of Owner. DKL hereby disclaims any responsibility or liability for the health of any Pet which contracts Canine Respiratory Disease, or other infectious diseases, while boarding at DKL.

If the Pet is a cat, then Owner represents and warrants to DKL that the cat has been vaccinated against or has protective titers against major feline infectious diseases within the last twelve (12) months. If DKL does not have a current vaccination record on file, such a record will be required before the Pet can be boarded. This policy is for the protection of your Pet as well as the other pets in the Lodge. Owner further represents and warrants to DKL that any Pet submitted for boarding has not been exposed to, or treated for, any of the foregoing diseases, with the exception of routine vaccinations, within the past six (6) months. DKL hereby disclaims any responsibility or liability for the health of any Pet while boarding at DKL.

- 4. Illness or Infestation Prior to Boarding, Other Health Conditions.** All Pets to be boarded shall be examined for fleas, ticks, or other external parasitic infestation. If fleas, ticks, or other external parasitic infestation should be found, Pet will be treated at the Owner's expense. If Pets have obvious conditions, including, but not limited to, mange, ringworm, or other contagious skin conditions; coughing or other respiratory distress; or discharge from the nose or eyes, DKL reserves the right to deny boarding services for those Pets. DKL reserves the right to require that any Pet suffering from any obvious condition be examined by a veterinarian at Owner's expense prior to boarding and that veterinary statement upon examination show that Pet is not suffering from any contagious disease. Should such an obvious condition be observed while Pet is boarding at DKL, DKL reserves the right to have Pet examined and treated by a veterinarian at Owner's expense. Owners acknowledge that DKL is not a veterinary facility and does not have isolation capability. Should a condition be diagnosed in Pet while boarding, which requires extra precautions be taken to prevent spread of the condition to other guests or DKL staff, cost of taking said precautions will be borne by Owner of affected Pet. Should an infectious disease be diagnosed while Pet is boarding at DKL, DKL reserves the right to require Pet be boarded at a veterinary facility at the Owner's expense. DKL hereby disclaims any responsibility or liability for the health of any Pet suffering from, or afflicted with, infestation or any obvious condition.

It is the responsibility of the Owner to inform DKL and Owner warrants that he has so informed DKL of the following conditions (paragraphs a through g are collectively referred to as "Conditions"):

- a. Any illness that the Pet is suffering;
- b. Pet is not feeling well;
- c. Pet is suffering symptoms of illness (e.g., diarrhea, vomiting, coughing);
- d. Pet is suffering from any disease or health condition (e.g., diabetes, leukemia); or
- e. Pet is pregnant.

Owner further warrants:

- f. Pet has not been diagnosed with and is not being treated for infectious dermatological disease (e.g., ringworm or sarcoptic mange);
- g. Pet is non-aggressive towards humans and other pets.

DKL reserves the right to require the Pet to be checked by a veterinarian at Owner's expense prior to boarding should any of the above Conditions apply. DKL hereby disclaims any responsibility or liability for the health of any Pet suffering from, afflicted with, or in the state of any of the above Conditions.

DKL has the right to refuse services to any Pet. Once notified by DKL of aggressive behavior, contagious illness or any other condition deemed by DKL, in its sole and absolute discretion, to be non-conducive to boarding, Owner shall pick-up Pet or arrange to have Pet picked up within the timeframe requested by DKL.

- 5. Fees Payable.** Owner agrees that all fees are due and payable upon discharge of the Pet without further demand. Owner further agrees that DKL may retain possession of any boarded Pet until all charges are paid in full. If DKL releases any boarded Pet prior to the full payment of charges due it, this shall NOT constitute a waiver by DKL of any amounts due it under this Contract. Fees not timely paid shall be subject to a late charge equal to one and one-half percent (1.5%) per month, for which Owner shall be fully obligated.

6. **Abandonment.** In case of abandonment as hereinafter defined, DKL shall notify Owner of its demand for payment and shall retain possession of the Pet for ten (10) days after said notice. On the tenth day DKL shall notify Owner by certified mail of its intention to sell the Pet. If the Pet is not sold within the ten-day period, DKL will surrender the Pet to the animal control authorities. Owner agrees to pay all charges incurred during this time period and during the period prior to notice. Abandonment is defined for purposes of this Contract as failure to pick up Pet on the scheduled pick-up day without otherwise informing DKL in advance that Owner will pick up the Pet on a different day, within DKL's normal business hours, or that Owner has made arrangements for someone else to pick up the Pet.
7. **Veterinary Care.** DKL and Owner agree that if Pet becomes ill or if the state of the Pet's health otherwise requires professional attention while in the care and custody of DKL, DKL, at its sole discretion, may engage the services of a veterinarian, which expense shall be borne by the Owner. DKL does not warrant the efficacy or expertise of such veterinary care and disclaims any liability for damages of any type whatsoever; including consequential damages, stemming from such treatment and Owner hereby releases DKL from liability for same.
8. **Request for vaccinations or medical history.** Owner authorizes and consents to DKL requesting medical history and /or vaccination history for each Pet.
9. **Pictures and/or Images of Pets Permitted.** Owner authorizes and consents to DKL photographing, video and/or digitally recording, and/or reproducing any other manner of the image and/or likeness and activities of Owner's Pet(s), and DKL shall be permitted to make unlimited use of such image and/or likeness, on its website, in brochures, in other advertising and/or marketing materials, or for any other purpose. Owner understands and agrees that Owner will never receive any compensation for any use by DKL of pictures, digital recording, video recordings, or any other depiction of Owner's Pet(s).
10. **Indemnification and Limitation of Liability.** DKL shall exercise reasonable care for any Pet delivered by Owner to DKL for boarding. However, pets often respond differently and unpredictably to a different environment with different people, pets, sounds and situations. Owner assumes full and absolute responsibility for Pet's behavior, health, and any malady that may occur to Pet while in care of DKL. As consideration for the services rendered by DKL, Owner, his employees, agents, representatives, successors and assigns, will indemnify, defend and hold DKL, its employees, and agents, harmless from and against any and all claims, actions, causes of action, losses, liabilities, damages, costs, judgments and expenses (including attorneys' fees and veterinary costs and expenses) arising from or resulting from any breach of the representations, warranties or covenants contained in this Contract, or otherwise related to or arising out of Pet's behavior or presence at DKL, which may include, without limitation, Pet weight loss, injury or death of Pet, or injury or death of DKL employee or any member of the public. In no event will DKL, its employees, or agents be held liable for special, consequential, exemplary or punitive damages, even if advised of their possible existence.

It is hereby expressly agreed by Owner that DKL's liability for the death or injury of any Pet shall in no event exceed the lesser of the current value of a Pet of the same species or breed or the sum of One Hundred Dollars (\$100.00) if such death is the result of any degree of negligence of DKL, its employees or agents. While it is a common practice to send toys, leashes, blankets, or other such items with a Pet who is boarded, DKL is not responsible for and disclaims any liability whatsoever for any items of this nature which are lost, stolen, or destroyed. All such items must be picked up when the Pet is picked up.

DKL is not responsible for any damages or losses, including consequential damages caused by the use of any pet products purchased at DKL other than the cost or replacement of the products so purchased. Owner purchases all pet products in an "as is" condition and warrants that he has not relied upon any representations made by DKL, its employees or agents. DKL hereby disclaims any liability for any warranties, either express or implied, as the same may relate to any pet product purchased by Owner.

11. **Costs of Collection.** Owner agrees to pay all costs of collection of any unpaid sum including, but not limited to court costs and attorneys' fees.
12. **Entire Agreement.** This contract contains the entire agreement between the parties. The parties warrant and agree that there are no promises, inducements, or warranties other than those contained herein. The parties further agree that this Contract cannot be amended unless said amendment is in a writing expressly intended for such purpose and signed by both parties.

13. **Governing Law.** This Contract has been delivered to, accepted at, and shall be deemed to have been made in Farragut, Tennessee. This Contract shall be governed by and construed according to the laws of the State of Tennessee without resorting to its law of conflicts.
14. **Construction.** The words "DKL" and "Owner" shall be deemed to include the respective heirs, personal representatives, successors and assigns of each. The captions herein are inserted only for convenience of reference and in no way define, limit, or describe the scope or intent of this Contract or any particular paragraph or section hereof, or the proper construction hereof.
15. **Severability.** If any provision hereof shall be unenforceable or void, then such provisions shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Contract.
16. **Consent to Jurisdiction and Venue.** Owner hereby (a) irrevocably submits to the jurisdiction of the state courts of the State of Tennessee and to the jurisdiction of the United States District Court for the Eastern District of Tennessee, for the purpose of any suit, action, or other proceeding arising out of or based upon this Contract
17. **Notice.** All notices or demands hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or when sent by certified mail, return receipt requested, to any party hereto at the address set forth below or at such other address as any party shall subsequently designate in writing:

If to Owner: _____

If to DKL: **11253 Kingston Pike**
 Knoxville, TN. 37934
 ATTN: Mildred C. Bass

18. **Emergency Contact.** Should DKL be unable to contact Owner within a reasonable time period given the circumstances, as adjudged by DKL in its sole and absolute discretion, Owner consents for DKL to contact the following emergency contact and gives permission for said emergency contact to pick-up Pet from DKL. Owner remains responsible for all costs associated with boarding of Pet at DKL.

- Emergency Contact Name: _____
- Emergency Contact Telephone: _____

Owner warrants and agrees that Owner has read this Contract, understands the terms contained herein, has had the opportunity to raise questions concerning its terms and seek legal counsel, and hereby accepts the terms on all respects.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first-above written.

OWNER SIGNATURE: _____

DREAM KATCHER LODGE, LLC

DKL Representative: _____