

# Wye River Kennel Contract

**THIS IS A CONTRACT** between “Kennel” and the pet owner whose signature appears below (hereinafter called “Owner”).

1. Owner agrees to pay the rate for boarding in effect on the date pet is checked into the kennel.
2. Owner further agrees to pay all costs and charges for special services requested, and all veterinary costs for the pet during the time said pet is in the care of the kennel. All unpaid costs and charges shall bear interest at the rate of 1.5 percent (1.5%) per month until paid in full.
3. Owner further agrees that the pet shall not leave the kennel until all charges are paid to Kennel by Owner.
4. By signing this Contract and leaving pet with Kennel, Owner certifies to the accuracy of all information given about said pet on page 2 of this contract.
5. Kennel shall exercise reasonable care for the pet delivered by the Owner to Kennel for boarding. It is expressly agreed by Owner and Kennel that Kennel’s liability shall in no event exceed the lesser of the current chattel value of a pet of the same species or the sum of \$200.00 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 Kennel.
6. Owner specifically represents that he or she is the sole owner of the pet, free and clear of all liens and encumbrances.
7. Owner specifically represents to Kennel that the pet has not been exposed to rabies or distemper within a thirty-day period prior to boarding, and has had all vaccinations required by law.
8. All charges incurred by Owner shall be payable upon pick-up of pet. The Kennel shall have, and is hereby granted, a lien on pet for all unpaid charges resulting from boarding pet at Kennel. The Owner hereby agrees that in the event boarding and other charges, if any, are not paid when due in accordance with this contract, the Kennel may retain possession of the pet and thereafter may exercise its lien rights upon ten (10) days prior written notice from Kennel to Owner by certified mail to Owner’s address set forth below. If the pet is not claimed and all outstanding charges paid by Owner, including without limitation, all charges incurred prior to, during, and after the notice period set forth above, the Owner shall forfeit Owner’s title to pet and Kennel may, in its sole and absolute discretion:
  1. Sell the pet at public sale (except for purposes of experimentation or vivisection);
  2. Turn the pet over to an animal welfare agency serving Queen Anne’s County, or, if there is no animal welfare agency serving Queen Anne’s County, to the nearest animal welfare agency; or
  3. Turn the pet over to a responsible private individual in Queen Anne’s County.

The proceeds of any sale under this **Section 8** shall be applied in the following order to:

1. The expenses of the sale; and
2. The amount of the indebtedness of the Owner of the pet.

After application of the proceeds as set forth above, any balance shall be held for thirty (30) days for the

benefit of Owner. If the balance is unclaimed after such thirty (30) day period, Kennel shall turn the balance over to the Queen Anne's County Board of Education. The exercise of the rights set forth in this **Section 8** shall not prevent Kennel from taking any subsequent action at law against Owner for the collection of any money remaining due and unpaid to the Kennel, and for all costs and charges, including without limitation, reasonable attorney's fees and expenses incurred by Kennel in the collection of such charges.

9. If pet becomes ill or if the state of the animal's health otherwise requires professional attention, the Kennel, in its sole discretion, may engage the services of a veterinarian, to be determined by Kennel, or administer medicine or give other requisite attention to the animal, and the expenses thereof shall be paid by the Owner. **OWNER HEREBY WAIVES ANY AND ALL CLAIMS AGAINST KENNEL FOR ALL DAMAGES TO PET OR OWNER RESULTING FROM KENNEL'S EXERCISE OF THE DISCRETION SET FORTH IN THIS SECTION 9.**

10. This Contract contains the entire agreement between the parties. All terms and conditions of the Contract shall be binding of the heirs, administrators, personal representatives, and assigns of the Owner and the Kennel.

11. The Owner represents and warrants and has fully disclosed all health conditions or health abnormalities, special dietary requirements or special medical requirements for the pet left with the Kennel, which are as follows:

\_\_\_\_\_  
\_\_\_\_\_

Owner's Print Name and Address

\_\_\_\_\_  
\_\_\_\_\_

Dog:                      Cat:

Breed:

Pet's Name:                      M:      F:      N:

Color:                      Birth date:

Kennel Rep: \_\_\_\_\_ Date: \_\_\_\_\_  
                    Wye River Kennel, Owner

Pet Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_