**SHERTOM KENNELS 301 N. Fawn Rdg, Leander, TX 78641 (512) 515-5494**

**LIFETIME BOARDING CONTRACT FOR ALL PETS PRESENT AND FUTURE**

DATE/Time Dropped Off: DATE/Time To Be Picked Up: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Is dog on monthly Heartworm preventative: Name of Dog/Cat:

Sex: Age: Color: Breed:

Owner: Phone (home): Ph (work):

Address: City/State/Zip:

Does animal: Bite: Jump: Climb: Spayed or Neutered:

Approx. date of last inoculations for: Rabies: DHLAPP: Bordatella:

Medical Problems, Allergies, etc. :

Special Instructions:

In case of illness or emergency, call (vet or emergency #):

**The fee for boarding is $40.00 per night for the first dog and $35.00 per night for a second dog in the same run, and $25 per night for a third dog in the same run. Cats: $20.00 per night and $15.00 for each additional cat. Dogs and cats staying 14 to 20 days receive a 10% discount on boarding, 21 to 29 days receive a 15% discount on boarding, and 30 days or more receive a 20% discount.**

This is a Contract between SHERTOM KENNELS and the pet owner whose signature appears below (hereinafter called “Owner”).

1. SHERTOM KENNELS agrees to exercise reasonable care for the pet delivered by the Owner to Kennel for boarding, and to keep its premises sanitary and properly enclosed. 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.
2. Shertom Kennels does not assume and shall not be held responsible for any liability with respect to the pet listed in this agreement, of any kind whatsoever, arising out of or from the boarding of this pet, or any damages which may accrue from any other cause whatsoever, including loss by fire, theft, disease, running away, death, injury to persons, animals, or property, or death or injury to any other animal caused by the within named pet during the term of this contract.
3. Owner agrees to pay to Kennel $40.00 (forty dollars) per single dog per night and $20.00 (twenty dollars) per single cat per night for boarding service in effect on the date pet is checked into the Kennel (as posted in office, and as indicated on the contract).
4. 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.
5. Owner further agrees that the pet shall not leave the kennel until all charges are paid to Kennel by Owner.
6. By signing this Contract and leaving this pet with Kennel, Owner certifies to the accuracy of all information given about said pet on contract above.
7. Owner specifically represents that he or she is the sole owner of the pet, free and clear of all liens and encumbrances and that the pet has not been exposed to distemper, parvo, rabies, or Kennel Cough within the last 30 days.
8. If pet(s) 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 or administer medicine or give other requisite attention to the animal, and the expenses thereof shall be paid by the Owner.
9. All charges incurred by Owner shall be payable upon pick-up of pet, or when billed by Kennel at address listed on contract. The Kennel shall have, and is hereby granted, a lien on the pet for any and all unpaid charges resulting from boarding pet at the kennel. The Owner hereby agrees that in the event the boarding charges are not paid when due in accordance with this contract, the Kennel may exercise its lien rights upon ten days written notice given by Kennel to Owner by certified mail to address shown on contract. Kennel may dispose of pet for any and all unpaid charges, at private or public sale, in the sole discretion of the Kennel, and Owner specifically waives all statutory or legal rights to the contrary. If such sale shall not secure a price adequate to pay such costs of board or other charges delinquent, plus costs of sale, then Owner shall be liable to Kennel for the difference. All monies realized by Kennel at such sale, over and above the charges due and costs of sale, shall be paid by Kennel to Owner.
10. 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 Kennel for this visit and for all subsequent visits.
11. Any controversy or claim arising out of or relating to this contract, or the breach thereof, or as the 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 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.

12. **Per Texas Law House Bill 2063, effective September 1, 2023, Shertom Kennels is complying with this law to inform all pet owners who are boarding at Shertom Kennels that a Simplisafe Alarm System has been installed since 2021 at our facility as well as the installation of fire and smoke alarms. Police, sheriff and local emergency services for theft and fire, etc. are immediately available. Shertom Kennels is informing all pet owners boarding at this facility that there are no fire sprinkler systems installed. Further, owners do live on site. Pets will be unattended from approximately 10:30pm to 6:45am each day.**

OWNER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_