

Overnight and Boarding Pet Care Consent

THIS OVERNIGHT PET CARE CONSENT (the "Consent") is made by and between

_____ (the "**Owner**"), and
KSR Pet Care, LLC (the "**Company**"), effective _____ (date)

The Owner and the Company are each a "Party" to this Consent and are together referred to herein as the "Parties." This Consent is hereby incorporated into and made an integral part of the Service Agreement previously made by and between the Parties.

1. ENGAGEMENT; SERVICES.

- (a) **Engagement.** The Owner retains the Company to provide, and the Company will provide, such in-home boarding services as the Parties may mutually agree (the "Services") with respect to such domestic pets for whose benefit the Services are intended (the "Pets").
- (b) **Services.** In performing the Services, the Company will:
- (i) devote as much productive time, energy, and ability to the performance of its duties under this Consent as may be necessary to provide the required Services in a timely and productive manner;
 - (ii) perform the Services in a reliable, caring, and trustworthy manner using fully-trained, skilled, competent, and experienced personnel;
 - (iii) make every reasonable effort to ensure the good health and comfort of the Pets while abiding by the reasonable instructions of the Owner;
 - (iv) communicate with the Owner regarding the Company's performance of the Services.
- (c) **Owner's Obligations.** The Owner will:
- (i) make timely payments of amounts earned by the Company with respect to the Services according to the Company's then-current rates;
 - (ii) If the Services are to be performed at the Owner's property
 - (A) provide sufficient instructions to arm and disarm any burglar alarm system in the Owner's home;
 - (B) "pet-proof" the Owner's home and yard and secure any gates, latches, or fences prior to leaving – the Company is not responsible for injury, disappearance, death, or fines of the Pets if they have unsupervised access to the outdoors;

- (C) lock all windows, screens, and doors before leaving the home unattended for the safety and security of the Pets, property, and the Company;
- (iii) provide sufficient pet food, medication, cleaning supplies, and other important provisions readily available to the Company before the Owner's departure, and reimburse the Company for all resupplies of products needed for the satisfactory performance of its duties;
- (iv) make payment arrangements with a qualified veterinarian for veterinary consultations or procedures the Company incurs on behalf of the Pets;
- (v) inform the company if Pets are microchipped;
- (vi) provide relevant information to help the Company in performing the Services; and
- (vii) satisfy the Company's reasonable requests for assistance in its performance of the Services.

2. TERMINATION.

- (a) **Termination.** The Company may cease performance of the Services immediately if the Company, in its discretion, determines that the Owner's Pets pose a danger to the health or safety of the Company's agents, other pets, or other people. If these concerns prevent the Company from caring for the Pets, the Company will try to contact the Owner to arrange for alternative care. If the Owner cannot be reached, the Owner authorizes the Company to place the Pets in a licensed (or previously designated) kennel, with any resulting charges and fees (including transportation, kenneling, tranquilizing, treating, accessing, and liability) to be the Owner's responsibility.
- (b) **Effect of Termination.** Following termination of the Services, the Owner will promptly pay the Company for Services rendered prior to the effective date of the termination.

3. OWNER'S REPRESENTATIONS. The Owner hereby represents:

- (a) the Owner is the actual owner of the Pet(s);
- (b) the Pets are current on rabies vaccination and have received other regular vaccinations or satisfactory titer level results from a certified veterinarian;
- (c) if applicable, Pets have any the necessary licenses and tags required under relevant laws;
- (d) the Pets have no history of vicious or aggressive behavior, and any forms of leash aggression, food aggression, and resource guarding is disclosed to Company in advance of the performance of Services; and
- (e) the emergency contacts provided to the Company have been notified that they have been designated to make decisions on the Owner's behalf in the case of an emergency.

4. INDEMNIFICATION. The Owner will indemnify the Company from and against all third-party claims that may be asserted against the Company arising out of or relating to: (i) the Owner's breach or alleged breach of, or the Owner's failure or alleged failure to perform under, any agreement to which the Owner is a party; or (ii) the Owner's breach of any of the Owner's obligations under this Consent.

5. EXCLUSION OF LIABILITY. The Company is not responsible for:

- (a) losses, fines, injuries, or deaths resulting from actions of the Pets, if these actions occur because the Owner has left the Pets outside or has instructed the Company to leave the Pets outside, including pets with doggie doors or outdoor pets;
- (b) complications suffered by the Pets or the actions of the Pets while they are unattended;
- (c) costs (including medical care and attorneys' fees) related to the Pets' biting another person or animal;
- (d) liability related to transportation, veterinarian treatment, and expenses for the Pets;
- (e) expenses resulting from the Pets' destructive behavior at the property or any house soiling; and
- (f) damages resulting from the acts or omissions of any third party.

6. LIMITATION ON LIABILITY. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED. THE COMPANY'S LIABILITY TO THE OWNER FOR DAMAGES, REGARDLESS OF CAUSE OR THEORY OF RECOVERY, WILL BE LIMITED TO THE AGGREGATE FEES PAID TO THE COMPANY BY THE OWNER DURING THE TWELVE-MONTH PERIOD PRIOR TO THE ACCRUAL OR ASSERTION OF ANY SUCH CLAIM.

7. NECESSARY ACTS; FURTHER ASSURANCES. Each Party will use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this Consent contemplates or to evidence or carry out the intent and purposes of this Consent.

WHEREFORE, the Parties have executed this Consent, intending to be bound by its terms as of the date first mentioned.

COMPANY

OWNER

By _____

, its authorized agent

For him/herself