



CUSTOMER & PET INFORMATION CARD

Customer Name: _____ Pet's Name: _____

Address: _____ Breed: _____

City: _____ Color: _____ Approx Age: _____

State: _____ Zip Code: _____ SEX: M Neutered F Spayed

Email Address: _____ (Please circle above that applies)

Home Phone: _____ Veterinarian: _____

Cell Phone: _____ Veterinarian Phone #: _____

Emergency Contact: _____ Vaccinations/ Dates: RABIES: _____

Emergency Phone #: _____ Dogs: DHLPV: _____
Bordetella: _____

Special instructions: _____ Cats: FVRCP-C: _____
FELV: _____

Medications and Other Instructions: _____

LABBY LANE KENNEL MENU

Please circle your choice of food. There is a \$ 1.00 per cup charge for menu selections.

- Dry Kibble _____
- True Acre: Grain Free Chicken & Vegetables Recipe
- Canned Food: Purina Pro Plan or Blue Buffalo different flavors on hand

BROUGHT OWN FOOD/ TREATS: YES: _____ NO: _____ Brand of food: _____

Would you like your pet bathed while boarding? YES: _____ NO: _____

My pet may participate in group play: YES: _____ NO: _____

Please circle the services you would like done for your pet while boarding. Unless your pet is boarding for 10 (ten) days or more, bathing charges will be applied to the bill.

Bath Nail trim Ears cleaned Anal Gland expressed

DATE IN: _____ EST. DATE OUT: _____ DATE OUT: _____

AGREEMENT, GENERAL RELEASE AND LIABILITY WAIVER

I, _____ (“Customer”), certify that I am the owner of _____ (“Pet”) and further certify that Customer is fully authorized to consent to Services (“Services”) provided by Labby Lane Kennel (“Kennel”) and to enter this Agreement (“Agreement”) on behalf of Pet. Customer represents that Pet appears healthy and free of any condition that could endanger Pet or others, and that Customer has disclosed all known, suspected or reasonably ascertainable, including but not limited to health issues, behavioral or personality issues, special needs or other needs, sensitivities, allergies, chronic or pre-existing conditions, mobility issues, anxiety, disorders, and any dietary or medication requirements or any of other aspects of Pet to Kennel.

_____ **1. Pet Certification.** Customer certifies that Pet does not have a bite history, aggressive tendencies, or other issues including but not limited to anxiety, escape behavior, prey drive, resource guarding, marking, destructive behavior, or history of illness or injury related to stress, unfamiliar environments, or boarding. If behaviors, disclosed or undisclosed, are observed, Kennel, at its sole discretion, may modify handling, separate Pet, limit activities, or require private care at Customer’s additional expense and cost. Customer acknowledges and authorizes Kennel, in its sole discretion, to refuse, suspend, cancel, or terminate Services or boarding if Pet appears ill, injured, aggressive, unhealthy, exhibits changes in behavior or otherwise poses a concern or risk to Pet, other animals, Kennel, Kennel staff, or third parties.

_____ **2. Vaccines.** Customer represents that Pet’s vaccinations as required by Kennel are current as of the date of this Agreement and will be kept current during Services and Customer agrees to provide written proof of Pet’s vaccinations upon request.

_____ **3. Care Instructions.** Customer shall provide accurate and complete written instructions for all medications and supplements, or other care instructions, in the space provided above, including but not limited to name, dose, schedule, and method of administration, and Customer shall supply medications in original containers with labels. Kennel agrees to make reasonable efforts to administer care, medication or supplements as instructed, but is not obligated to administer care, medication or supplements and does not warrant outcomes. Customer shall make no oral instructions or oral changes to the provided written instructions, and no oral changes or instructions shall be accepted by Kennel and Kennel shall not be bound, liable, or responsible for such oral instructions or oral changes.

_____ **3.1** Customer shall provide any special care instructions in writing in the space provided above, including but not limited to food, feeding schedules, amounts, dietary restrictions, and permitted treats or other instructions. Customer shall make no oral instructions or oral changes to the provided written instructions, and no oral changes or instructions shall be accepted by Kennel and Kennel shall not be bound, liable, or responsible for such oral instructions or oral changes.

_____ **3.2** Customer may provide belongings for Pet (e.g., bedding, toys, leashes, collars). Kennel is not responsible for any loss or damage to belongings, normal wear and tear, or ingestion of items.

_____ **4. Authorization for Treatment.** Customer grants permission and authority to Kennel to obtain, on Customer’s behalf and in Pet’s best interest, prompt veterinary evaluation or care for Pet, to transport Pet to Customer’s preferred veterinarian identified above or, if unavailable or impractical, to a licensed emergency or alternative veterinarian. Customer authorizes Pet to receive the care necessary to treat illness or injury as recommended or prescribed by Customer’s preferred veterinarian identified

above or, if unavailable or impractical, the licensed emergency or alternative veterinarian. Customer agrees to pay all veterinary and other necessary costs, services, and expenses incurred by and for Pet and Customer acknowledges that Customer is solely responsible for all veterinary, transportation, and related costs, services and expenses including Kennel staff time. Customer shall reimburse Kennel for any and all such expenses, services, and costs upon demand. Customer authorizes Kennel to charge such costs, services and expenses to Customer's payment method on file.

_____ **5. Grooming, if necessary.** If Pet arrives at Kennel in an unsightly or dirty condition, or exhibits unpleasant odors or other concerning conditions, or displays evidence of fleas, ticks or other parasites, Customer acknowledges and authorizes that Pet will be bathed and groomed at Customer's expense. Customer authorizes Kennel to administer or arrange for the reasonable treatment, including bathing and over-the-counter or commonly used topical oral or products, and Customer agrees to pay any and all associated costs or expenses. Customer acknowledges there are potential risks including but not limited to sensitivities or reactions to the above. Customer agrees that Kennel is not liable for, including but not limited to Pet's sensitivity or reactions or other health issues that may result in injury or death.

_____ **6. Handling Methods and Equipment.** Customer consents and agrees to Kennel's use of reasonable handling methods and safety equipment, including leashes, slip leads, harnesses, head collars, and, if reasonably necessary for safety, muzzles, gates, and separation or isolation areas. Customer authorizes Kennel, at its sole discretion, to determine Pet's participation in group play or to provide individual play.

_____ **7. Payment of Fees.** Customer agrees to pay all fees, costs, and charges on the day that Customer picks up Pet and Customer agrees that Pet shall not be permitted not leave Kennel until all fees, costs, and charges are paid in full. Customer agrees that Kennel will not release Pet to anyone other than Customer unless Customer instructs and authorizes Kennel in writing at the time of drop off. Customer is aware that any authorized person who picks up Pet will be required to pay all fees, costs, and charges and will be asked to provide proof of identification at the time of Pet pick up, and if they are unable to provide payment or such proof, Pet will not be released by Kennel.

_____ **7.1.** Customer agrees to pay all fees, costs, and charges at Kennel's then-current rates, plus applicable taxes and third-party costs, if any. Deposits, pre-payments, cancellation fees, and late pickup or early drop off fees shall be charged at Kennel's then-current rates, which are incorporated by reference. Amounts not paid when due may incur a late fee of 1.5% per month and interest at 18% per annum or the applicable formula rate in force at the time, whichever is less from the date contained on the invoice(s) for services, fees, or charges that remain unpaid. Customer shall be responsible for reasonable collection costs, including attorneys' fees.

_____ **7.2** Customer acknowledges and agrees that if Pet is dropped off or picked up outside of Kennel's regular business hours, Customer shall be charged an additional fee of \$50.00 as a special accommodation fee and this fee is due as payable in full at the time of Pet drop off or pick up.

7.3 CANCELLATION POLICY: During summer and other popular boarding times, late cancellations leave Kennel with unused space. *Customer acknowledges that all reservations must be cancelled at least 48 hours prior to the first boarding day, otherwise Customer shall be required to pay a non-refundable \$30.00 cancellation fee. Any outstanding or unpaid cancellation fees will be assessed to Customer and must be paid prior to and in full before any future reservations will be taken for Customer or Pet. *Excludes pre-pay holiday boarding periods.

8. Left or Abandoned Pets. Customer acknowledges and agrees that any Pet left for 10 (ten) days beyond the estimated date of pick-up will be considered abandoned, and Kennel, after notification by certified mail to the address on Customer's information card, may take possession of Pet and may take steps in Pet's best interest, which may include placing Pet with an individual or rehoming or surrendering Pet to a shelter or rescue. Customer agrees and assumes all liability and responsibility for any and all costs and expenses of Pet including but not limited to boarding, medical care, accrued charges, late fees, transportation, Kennel staff time, rehoming or surrender costs, and reasonable collection costs, including attorneys' fees.

9. Customer's Liability for Pet. Customer acknowledges and agrees that Customer shall be liable for any damage or injury Pet causes to person, animal, or property and that Customer is responsible for, and agrees to pay for, all damage, replacement, repair, cleaning, or decontamination costs caused by Pet to Kennel, person property, or third-party property, including but not limited to kennels, fencing, walls, doors, flooring, landscaping, toys, bedding, and equipment, and any injuries Pet causes to other animals or persons. Customer authorizes Kennel to charge such costs and expenses to Customer's payment method on file.

10. Waiver, Release and Indemnification. In conjunction with the above, on behalf Customer, Customer's heirs, and all of Customer's successors and assigns, Customer hereby releases and discharges Kennel, its owners, employees and staff and agrees to hold Kennel, its owners, employees and staff harmless from any and all damages, injuries, causes of action, or other claims that Customer have or may have against Kennel that arise out of or are in any way related to Pet, Kennel or this Agreement, and Customer will not hold owners, employees or staff of Kennel personally liable for such injury, illness, any and all damages, injuries, causes of action, or other claims that that arise out of or are in any way related to this Agreement, Pet or Kennel. Kennel shall exercise all due and reasonable care to prevent illness or injury to Pet.

10.1 Furthermore, Customers agree to indemnify Kennel and its owners, employees and staff from and against any and all damages, causes of action, or other claims that arise out of or are in any way related to Pet, Kennel or this Agreement. Customer expressly acknowledges that the indemnification obligation described above includes attorney's fees and costs incurred by Kennel, its owners, employees and staff to address or defend any claims or causes of action for which Customer has agreed to indemnify Kennel, its owners, employees and staff.

10.2 In the event Customer commences a cause of action or claim against a third party that results in Kennel being brought into a legal or administrative proceeding, Customer hereby agrees to indemnify Kennel and hold Kennel, its owners, employees and staff harmless from and against any all claims, damages, attorney's fees, or costs incurred by Kennel, its owners, employees and staff in connection with any such legal or administrative proceeding.

_____ **11. Assumption of Risk.** Customer understands and acknowledges that boarding, daycare, group play, handling, grooming, bathing, training, transportation, and related Services involve inherent and unavoidable risks to pets, property and people. These risks include, without limitation, illness; stress; dehydration; heat or cold exposure; fatigue; anxiety; exacerbation of pre-existing conditions; injury from running, jumping, rough play, chewing, or environmental factors; fights or bites; scratches; sprains; fractures; dental injury; ingestion of objects; allergic reactions; escape or loss; parasites; and exposure to contagious or zoonotic diseases despite vaccination and reasonable sanitation. Customer further acknowledges risks arising from acts or omissions of third parties, other animals, wildlife, or environmental conditions beyond Kennel's reasonable control, and from Pet's own behavior or pre-existing health conditions that may be aggravated by boarding or group activities. Customer voluntarily assumes all risks described in this Agreement on behalf of Customer and Pet and Customer hereby acknowledges that engaging Services with Kennel may involve known and unknown risks that could result in injury, paralysis, death, or damages to Pet, property, person, or third parties. By signing below, Customer acknowledges and expressly assume these risks voluntarily as a condition of engaging in Services, boarding, and activities offered by Kennel and this Agreement.

_____ **12. Litigation Costs.** The prevailing party in any dispute arising under or related to this Agreement, Pet or Kennel shall be entitled to both mandatory and discretionary costs, as well as attorney's fees, from the non-prevailing party.

_____ **13. Applicable Law and Venue.** Customer hereby agrees that this General Release and Liability Waiver shall be governed by and construed in accordance with the laws of the State of Tennessee, and the exclusive venue for any claim, dispute, or lawsuit that arises out of or relates to this Agreement, Kennel or its owners, staff or employees, shall be the Tennessee Circuit Court for the Eleventh Judicial District in Hamilton County. Customer hereby waives any right Customer may have to remove any such claim, dispute or lawsuit that arises out of or relates to this Agreement, Kennel or its owners, staff or employees to a federal court.

_____ **14. Severability.** In the event that any term, covenant, condition, item of consideration, provision, or agreement contained in this Agreement is held to be invalid, void, illegal, or otherwise unenforceable for any reason, such finding or fact shall in no way affect the validity or enforceability of any other terms, covenants, conditions, items of consideration, or agreements contained in this Agreement.

_____ **15. Entire Agreement.** This Agreement, together with any written Kennel policies provided or posted and expressly incorporated by reference, constitutes the entire agreement between Customer and Kennel regarding the subject matter and Pet and supersedes all prior or contemporaneous understandings. Any modification must be in a signed writing by Customer and Kennel.

_____ **16. Continuing Release and Liability Waiver for Current and Future Services and Boardings.** Customer acknowledges and agrees that the General Release and Liability Waiver contained in this Agreement applies to and governs: (a) the current Services and boarding for the Pet identified in this Agreement, and (b) all future Services, boarding, daycare, transport, grooming, training, and any other services provided by the Kennel for the same Pet, whether scheduled or unscheduled, without the need for the Customer to execute a new release or waiver for each visit. The Kennel's acceptance of Pet for any future Services or boarding without obtaining a new agreement, signature or separate waiver does not waive or limit the continuing effect of this Agreement. The General Release and Liability Waiver contained in this Agreement is continuing and remains in full force and effect for all future

Services and boardings for the Pet unless and until Customer revokes in a written notice delivered to the Kennel at the address or email designated for notices in this Agreement. Any revocation will be prospective only, will not affect services rendered or reservations made before Kennel's receipt of the written revocation, and will be effective only upon Kennel's written acknowledgment of receipt. Kennel can and may, in its discretion, refuse future services after receipt of a revocation.

 17. Headings. Any headings preceding each of the articles or paragraphs of this Agreement are for convenience only and shall not be considered in the construction, interpretation, or enforcement of this Agreement.

 18. Counterparts. This Agreement may be executed by Customer and Kennel in a number of identical counterparts, and each counterpart shall be considered and deemed an original of the Agreement for all purposes.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ THIS AGREEMENT IN FULL, UNDERSTANDS ITS TERMS, AND VOLUNTARILY AGREES TO BE BOUND. CUSTOMER UNDERSTANDS THAT THIS AGREEMENT INCLUDES AN ASSUMPTION OF RISK, AN INDEMNITY, AND A RELEASE OF CLAIMS TO THE FULLEST EXTENT PERMITTED BY TENNESSEE LAW, AND THAT CUSTOMER MAY BE GIVING UP SUBSTANTIAL LEGAL RIGHTS. CUSTOMER AFFIRMS THAT CUSTOMER HAD THE OPPORTUNITY TO ASK QUESTIONS AND SEEK INDEPENDENT ADVICE BEFORE SIGNING.

Customer Signature: _____ Date: _____

Customer Printed Name: _____

Kennel Representative: _____ Date: _____

FOR KENNEL USE:

Check in Date/Time: _____ Estimated Checkout Date/Time: _____