



Colorado Dog University LLC
4570 Private Road 188
Elizabeth, CO 80107
303-588-3987

Boarding Agreement

Start Date and Time ____/____/____ @ ____ AM/PM

End Date and Time ____/____/____ @ ____ AM/PM

Boarding Fee: \$_____

Dog's Name _____ (the "Dog")

Owner's Name _____ ("Owner")

Optional Dog Training

Will the boarding stay include training for an additional fee? Yes _____ No _____

If yes, please review the CDU Training Addendum attached to this agreement that governs training services and the associated fee.

Terms and Conditions

For good and valuable consideration, receipt of which is hereby acknowledged, Owner and Colorado Dog University LLC ("CDU") hereby agree as follows:

- (1) CDU will board the Dog for the length of stay stated above and will exercise reasonable care in boarding the Dog consistent with the care given by similar facilities. Owner will immediately contact CDU in the event that a change to the length of stay is expected to occur. If for any reason the Dog is not picked up at the scheduled dismissal date and time stated above, Owner will be required to pay additional charges based upon a daily rate of \$_____, which is in addition to the Boarding Fee stated above. The Boarding Fee will not be discounted or refunded in the event that the Dog is picked-up prior to the scheduled dismissal date.

- (2) CDU provides meals, medication and treats two times per day (Morning and Evening). Any special requests for a different schedule are subject to additional fees that will be confirmed at check-in.

CDU strongly recommends that you provide us with a sufficient amount of the Dog's food for the length of the boarding period. Changing dog food may cause severe upset stomach and/or diarrhea. In the event that you do not provide a sufficient amount of food for the Dog, we will provide a dog food of our choosing. Unless directed otherwise, we will provide dog treats of our choosing.

- (3) Owner is welcome to bring the Dog's own blankets or toys if desired, however, CDU is not responsible for returning such items in the same condition or at all.
- (4) CDU reserves the right to immediately change the Dog's type of boarding if we believe it is necessary to protect the health and well-being of the Dog, other animals, or CDU personnel, and Owner agrees to pay any additional costs associated with such a change. We will do our best to contact you and your emergency contact should this become necessary.
- (5) Owner represents and warrants that they are the lawful and valid owner of the Dog, free and clear of competing claims or interests, and that all background, health and behavior concerns have been completely and accurately disclosed to CDU in the Intake Form on file with CDU. **It is the sole responsibility of Owner to update the Intake Form on file with CDU, from time to time as necessary or appropriate, including in advance of a subsequent boarding of the Dog pursuant to Paragraph 13 below.** Colorado Dog University LLC shall not be responsible or liable for any matter resulting from or arising out of incorrect, incomplete or outdated information.
- (6) Owner acknowledges and agrees that there are certain risks involved in dog boarding and care, including, but not limited to, injury, dog fights, dog bites to humans and/or other animals and the transmission of illness and disease. Owner understands the risks involved in putting the Dog in a boarding environment and acknowledges and accepts sole and exclusive responsibility for all medical expenses for the Dog no matter the cause. Owner further acknowledges and agrees that inherent risks are being taken by Owner should he/she elect to allow the Dog access to agility obstacles, play groups, lure course and kiddie wading pools, which include, but are not limited to, dermatologic issues, injury from slipping, running and turning quickly, death by drowning, and injuries and illnesses caused by interaction with humans and other animals.
- (7) CDU reserves the right to refuse to accept the Dog if at check-in it appears to us, in our sole and absolute discretion, that the Dog is sick or that its behavior could jeopardize the health or safety of other animals or our staff. Owner understands and agrees that the Dog will be treated by a veterinarian if deemed necessary and all veterinary charges are the sole responsibility of Owner and are payable upon pick-up of the Dog. Owner hereby gives the veterinarian complete authority to treat the Dog in whatever manner deemed necessary. Owner represents that it has read and hereby agrees to CDU's

Medical and Illness Policy set forth in the CDU Policies Addendum attached to this agreement. Owner authorizes the release of the Dog's medical records from the Dog's veterinarian.

- (8) Owner agrees to be solely responsible for any and all acts or behavior of the Dog while it is in the care of CDU. Owner agrees to release, indemnify, hold harmless and defend CDU, its personnel, agents and other clients (collectively, the "**CDU Parties**") from any and all manner of damages, claims, loss, liabilities, costs or expenses, including, without limitation, attorney's fees and related costs, arising out of or related to CDU's services under this agreement, including, without limitation, (i) any inaccuracy in any statement made by Owner or information provided by Owner to CDU, (ii) the Dog and destruction of property, dog bites, injury, and transmission of illness or disease, and (iii) any action by Owner which is in breach of the terms and conditions of this agreement, except to the extent arising from the gross negligence or intentional and willful misconduct of CDU. It is expressly agreed by Owner that the liability of the CDU Parties shall in no event exceed the lesser of (i) the current chattel value of a dog of the same species, and (ii) the sum of Boarding Fee set forth above and the training program fee, if applicable, and Owner hereby releases any and all claims it may now or hereinafter have against the CDU Parties in excess of such amount.

- (9) CDU shall not be responsible for failure or delay in performing its duties under this agreement if such failure or delay is due to tornados, thunderstorms, fire, floods, drought, riot, war or other acts outside the control of CDU.

- (10) Owner agrees that the Dog shall not leave CDU until all charges (including optional training fees) are paid in full to CDU. Owner agrees that in the event all charges are not paid when due in accordance with this agreement, CDU may exercise its lawful rights upon ten (10) days written notice by delivering such notice via first-class mail to Owner's address. If the Dog is unclaimed at CDU for ten (10) days beyond its scheduled discharge date is considered abandoned and will become the property of CDU. Every effort will be made to contact Owner if abandonment becomes an issue.

- (11) Words such as "you" and "your" refers to Owner. Conversely, words such as "we" and "our" refers to CDU. Owner and CDU may collectively be referred to as "the parties", and singularly as a "party".

- (12) Time is of the essence in the performance of the parties' obligations under this agreement. This agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Each party consents to the exclusive personal jurisdiction of the courts of Elbert County, Colorado. Owner and CDU must negotiate and mediate in good faith prior to either party filing a cause of action. In the event of any dispute between the parties concerning the terms and provisions of this agreement or the services provided hereunder, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees. If any provision of this agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall be enforced to the full extent permitted by law.

(13) This agreement, and any attached addendums, constitutes the entire agreement between the parties and the terms and conditions cannot be modified unless in writing by both parties; **provided, however, that the parties may agree via electronic mail, text message or other written communication to subsequent boardings of the Dog.** This agreement shall be binding on the respective heirs, administrators, agents and assigns of Owner and CDU.

(14) This agreement may be executed in two or more original, facsimile, or .pdf counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(15) By signing this agreement, Owner (i) certifies to the accuracy of all information given about the Dog, and (ii) indicates that he or she has read and accepted this agreement, including, without limitation the addenda attached to this agreement.

(16) **By leaving the Dog with CDU for a subsequent boarding pursuant to Paragraph 13 above, Owner reaffirms the terms and conditions of this agreement with respect to each such subsequent boarding other than the length of stay and the amount of boarding and training fees, if any, which terms shall be agreed upon by the parties in advance of the subsequent boarding.**

The parties have executed this agreement as of ____/____/____.

Client Signature _____

CDU

Signature

CDU Policies Addendum

Vaccination Policy

To mitigate the risk of the spread of disease among animals under our care, the Dog must be current on Rabies, Bordetella (within the past 6 months) and Distemper vaccinations, and, as a condition to boarding the Dog, Owner must provide written confirmation of current vaccination for each dog from a licensed veterinarian in form and substance satisfactory to CDU. CDU reserves the right to refuse boarding to the Dog as a result of Owner's failure to provide such written confirmation and promptly terminate this agreement. Even though the Dog is current on its vaccinations, the Dog may still contract an illness or disease and Owner releases and discharges CDU from all liability with respect to any illness or disease that the Dog may contract during the boarding period or after the Dog has left the facility.

Health and Medical Policy

Owner understands that CDU is not a 24-hour facility. Dogs are not monitored between 7 pm and 7 am. Dogs requiring overnight care, or medical monitoring or services beyond oral medications or non-invasive treatments should not board at CDU. Dogs with casts, restricted mobility requirements, feeding tubes or post-operative recovery requirements may not board at CDU. Owner asserts that all medical and behavioral history of the Dog has been disclosed to CDU before boarding.

In the unlikely event the Dog becomes ill or injured, or if the Dog has a pre-existing condition, which is aggravated by his or her stay, and requires veterinary attention, we will attempt to notify you and your emergency contact at the phone numbers provided. CDU, at its sole and absolute discretion, may engage the services of an emergency veterinary clinic or a veterinarian of our choice and/or administer medicine or give other necessary attention to the Dog, and you authorize us to provide any such service at your additional expense. In cases we believe to be critical, we may take the Dog to the veterinarian first before trying to contact you. If you refuse medical treatment for the Dog, CDU, at its sole discretion, may engage the services of a veterinarian and/or administer medicine to make the Dog as comfortable as possible until picked up by you or your emergency contact, and you authorize us to provide any such service at your additional expense. If we cannot reach you or your emergency contact, we will make healthcare decisions for the Dog based on the recommendations of available professionals. The State of Colorado requires that, in the event that the Dog expires while under the care of CDU, the animal be taken to a veterinarian for storage until Owner returns and can claim the Dog. In such event, the Dog will be transported to and kept at the Animal Clinic of Parker at 19557 East Parker Square Drive, Parker, CO 80138.

In the event that the Dog is boarded for 4 consecutive days or longer, it will be bathed prior to departing CDU. Owner understands that CDU does not have a professional groomer on-site at all times and the Dog will be bathed by a CDU employee.

Group Play

CDU is happy to offer the opportunity for the Dog to participate in group play. Group play is for happy, healthy dogs that are spayed or neutered. Play group is not recommended for dogs that have medical conditions such as diabetes, seizures,

heart murmurs or any other medical condition that may be aggravated by excitement or rough play. CDU assumes no responsibility for the aggravation of any medical disorders caused by the Dog's participation in group play. Group play is not for dogs with temperament problems such as aggression or extreme shyness with either dogs or people. If the Dog exhibits any of these behaviors, he or she will be removed from the play group and not allowed to return.

Media Policy

CDU shall have the non-exclusive right to use pictures, videos and other recordings of the Dog taken while at CDU on CDU's website and for other promotional purposes.

CDU Training Addendum

This CDU Training Addendum shall apply to a boarding that includes optional training services provided by CDU at the request of Owner. The affirmative election by Owner to include training services under the "Optional Dog Training" subsection on page 1 of the Boarding Agreement shall constitute Owner's approval and acceptance of the terms of this CDU Training Addendum.

(A) Owner has requested that training be conducted by CDU for the length of stay set forth in the Boarding Agreement. The commands that will be taught on leash/behaviors to be addressed are as follows:

Owner understands and agrees that the Dog may be transported for training purposes.

(B) One private lesson is included per week of training and upon completion of the training program Owner will be taught how to maintain the Dog's new skills and behaviors. The first lesson will be on the day of completion of the training program and will take place at CDU; subsequent lessons will occur either at CDU, in Owner's home, or an agreed-upon location within four weeks of completion of the program. In-home lessons are only offered if Owner lives within 15 miles of CDU. If the distance is greater and Owner desires an in-home lesson a trip fee will be assessed and must be agreed upon prior to scheduling. It is Owner's responsibility to schedule these lessons with CDU. Lessons are not timed but typically last between one and two hours. Unused lessons are not refundable.

(C) Owner agrees to pay a training program fee of \$_____, which is a reflection of time expended by CDU in furnishing training services and not a measure or assurance of goal attainment in the training program. One-half of the fee shall be due when the Dog is dropped off for boarding and the remaining half shall be due when the Dog is picked up at the completion of the boarding stay. The training program fee is in addition to all boarding fees and other charges incurred under the Boarding Agreement.

(D) Owner understands and agrees that successful animal training requires consistent, life-long at-home instruction and reinforcement by Owner as directed by CDU and, when appropriate, follow-up training lessons with CDU. Trained behaviors will fade or extinguish over time without consistent repetition and practice and failure to attend private lessons or diligently reinforce training following the CDU training program will adversely affect the Dog's ability to retain and maintain the training it has received. Although we are confident in our training methodology and past clients have reported success with our training program, due to the inherent variables and challenges in animal training and the responsibility of Owner to continue the training, there is no assurance that the Dog retains or maintains any of the training that it receives at CDU. Owner is solely responsible for the Dog's final response to the training and behavior after the training program is completed.

(E) In addition to, and without limitation of, the release and indemnification provisions set forth in the Boarding Agreement, Owner hereby agrees to release, indemnify, hold harmless and defend CDU, its personnel and agents from any and all manner of damages, claims, loss, liabilities, costs or expenses, including, without limitation, attorney's fees and related costs, arising out of or related to CDU's training services under this agreement, including, without limitation, any harm the Dog may cause to any persons during or after training.