

*Boarding and Daycare Contract*

1. Owner agrees to pay the rate for boarding in effect on the date pet is checked into The Backyard.
2. Pick up and Drop off hours are listed as:   
   DROP OFF TIMES - Monday – Friday (7:15 – 9:00am) (12:00-1:00pm) (5:00-6:30pm – late drop off ½ day discount). Saturday – Sunday (8:00-10:00am) (5:00-6:00pm – late day drop off ½ discount)  
   PICK UP TIMES - Monday – Friday ( 7:15 – 9:00am – early pick up, full day discount) (12:00-1:00pm) (5:00-6:00). Saturday – Sunday ( 8:00-10:00am - early pick up, full day discount) (5:00-6:00)
3. If a pet is not picked up during business hours, the pet will be checked into a boarding suite for the night and will incur a boarding fee, along with any necessary feeding charges. Special pick-up times may be arranged on a case by case basis.
4. The Backyard reserves the right to require a two-night minimum stay over holidays and peak seasons. May also require a deposit.
5. The Backyard reserves the right to refuse any pet or customer.
6. Pet must have a non-retractable leash and an adequate collar(fits properly, not falling apart).
7. Pet must be spayed or neutered if pet is over the age of 7 months old.
8. Puppies must be at least 12 weeks or older, and in good health, in order to participate in daycare or boarding.
9. If Owner does not provide food, boarding pets will be fed our house food at a charge of $1.50 per meal.
10. All dogs/cats must be current on all vaccinations including for dogs: Distemper/Parvo, Rabies, & Bordetella (kennel cough) each year. Proof of vaccinations will be required every year. Owner recognizes and accepts that while their pet is at The Backyard it may be stressful to the pet and will not hold The Backyard responsible for induced illness, injury, behavior change, or weight gain or loss during or after their stay. The Backyard reserves the right to decline acceptance of a pet if found to have medical condition or exhibits behavior that renders the opinion that our facility is not in the best interests of the pet.
11. The Backyard will not be responsible for pre-existing medical conditions including but not limited to; heart conditions, skin allergies/inflammation, moles, surgical sites, arthritis, hip dysplasia, ear infections, fatty and non-fatty tumors etc. on any pets for any services. Owner is to advise The Backyard of any medical conditions in writing.
12. If pet becomes ill or if the state of the animal’s health otherwise requires medical attention, The Backyard, in its sole discretion, may engage the services of a veterinarian or administer medication or give required attention to said pet and expenses shall be paid by owner.
13. Owner further agrees to pay all costs and charges for requested services, amenities, and any veterinary services for said pet during the time said pet is in the care of The Backyard.
14. The Backyard reserves the right to immediately change your pet’s type of boarding or daycare if we believe it is necessary to protect the health and well-being of your pet, other pets, or our staff, and Owner agrees to pay any additional costs associated with the change.
15. Owner agrees to be solely responsible for any and all acts or behavior of Owner’s pet while it is in the care of The Backyard.
16. Owner further agrees that said pet shall not leave The Backyard until Owner pays all charges to The Backyard.
17. Owner acknowledges that the prices are subject to change without notice.
18. The Backyard reserves the right to bathe a dirty or flea infested pet at the Owner’s expense.
19. Owner agrees to the best of their knowledge the pet does not have a flea or tick infestation and gets a regular topical flea/tick preventative. (Ex: Frontline)
20. By signing this contract and leaving said pet with The Backyard, owner certifies the accuracy of all the information provided about said pet.
21. The Backyard shall exercise reasonable care for pet delivered by Owner to The Backyard. It is expressly understood by owner that The Backyard’s liability shall in no event exceed the lesser of the current chattel value of a pet of the same species or sum of $200.00 per animal boarded.
22. The Backyard is not responsible for any toys or bedding destroyed or damaged by said pet while in The Backyard’s care.
23. Owner agrees to allow the Backyard to use his or her pet’s name and any images taken of the pet while the pet is at the Backyard facility, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials.
24. The Owner specifically represents that he/she is the sole owner of the pet, free and clear of any liens, lawsuits or encumbrances.
25. Owner specifically represents to The Backyard that the pet has not been exposed to rabies or distemper during the 30-day period prior to boarding.
26. Owner agrees to pay additional boarding charges for any checkout past the scheduled times during the date of pickup.
27. Force Majeure. Neither Owner nor The Backyard shall be responsible for failure or delay in performing its duties under this Agreement if such failure or delay is due to tornados, thunderstorms, snow/blizzard, fire, floods, drought, riot, war or other acts of nature.
28. If a dog’s stay exceeds the checkout date provided by the Owner by 10 days without direct contact from the owners than ownership will be relinquished to the Backyard, and the Backyard will re-home the animal as we see fit.
29. Any controversy or claim arising out of or retaliation to this contract, or the breach thereof, or as the result of any claim or controversy involving the negligence by any party to this contract, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and the judgement upon the award rendered by an arbitrator may be entered in any county having jurisdiction thereof. The arbitrator shall, as part of the reward, determine the costs of such arbitration and reasonable attorneys fee of the prevailing party.
30. It is agreed upon that all disputes shall be settled in Ottertail County of MN.

In agreement to this contract:

Owner signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_