

RIVER BOTTOM DOG RESORT, LLC SERVICE AGREEMENT

This agreement made between the pet owner, hereinafter referred to as “Owner” and the River Bottom Dog Resort, with an address of 575 Juniper Road, Pilot Mound, IA hereinafter referred to as “RBDR”, for the pet care services of Owner’s pet(s).

1. **DESCRIPTION OF PETS:** All information pertaining to the description of the pet(s) and their care and feeding are outlined in the River Bottom Resort Boarding Agreement document with information provided by Owner.

2. **VACCINATION:** For the safety of all animals being boarded at RBDR, all animals shall have a proof of current vaccinations. Dogs shall have proof of current vaccinations for bordetella (kennel cough), distemper, hepatitis/adenovirus-2, leptospirosis, parainfluenza, parvovirus (the DHLPP vaccination yearly), and rabies (every 1 to 3 years, depending on type of vaccine). Pet(s) will be exempt from needing proof of any vaccines with a waiver from a certified veterinarian for medical or age related reasons.

Health and Safety: RBDR cannot accept any animal that is pregnant or in heat. RBDR will provide a flea bath, at Owner’s expense to any pet arriving for check-in with fleas or ticks.

3. **FACILITIES:** RBDR shall provide for a standard of care that ensures that any pet(s) in its possession or under its control shall have adequate food, water, housing facilities and sanitary control. Same-species pets that belong to the same owner and live together non-aggressively may be housed together depending on the size of the animals and the available kennels. All pets will receive daily attention, affection and exercise according to their physical abilities and emotional needs.

4. **FEEDING:** Pet(s) will be fed at the times and in the amounts specified in the River Bottom Resort Boarding Agreement document. Pet(s) shall be fed food supplied by RBDR unless Owner provides food for pet(s). If Owner’s food runs out, pet(s) shall then be given food supplied by RBDR.

5. **MEDICATION:** Owner shall supply RBDR with any medication to be administered to the pet(s), and the instructions for doing so are outlined in the River Bottom Resort Boarding Agreement document. Owner hereby releases RBDR of any liability regarding any medications administered by RBDR for the care of Owner’s pet(s).

6. **EMERGENCY VETERINARIAN CARE:** In an emergency situation, if a pet becomes ill, or if medication or urgent care cannot be safely administered without veterinary assistance, RBDR will make every attempt possible to contact the Owner and/or the Pet’s usual veterinarian. If RBDR is unable to contact Owner or Pet’s usual veterinarian, Owner hereby consents to RBDR having the authority to contact a small animal veterinarian of its choosing to care for Owner’s pet(s), and any such veterinary expenses shall be billed to and paid for by Owner in addition to their regular boarding fees.

7. **BOARDING:** Dogs being cared for overnight or during open hours of operation are considered boarding animals. Boarding charges begin on the day Owner’s pet checks-in. Owner check-out after agreed time and prior time of closing will incur an additional boarding fee of \$12. If check-out occurs after business hours, another day will be charged.

Check – in

- Monday through Friday
 - 9 - 11 a.m.
- Saturday
 - 9 - 11 a.m.
- Sunday
 - 1 - 3 p.m.

Check - out

- Monday through Friday
 - 3 - 4:30 p.m.
- Saturday
 - 9 - 11 a.m.
- Sunday
 - 1 - 3 p.m.

Boarding Fees: Dogs: \$29 large, \$25 medium per night for first dog; \$15 per night for additional dogs in same run.

Deposit Policy: A one night, non-refundable deposit is required for peak times. The deposit will be applied to the owner's bill at the time of check-out. This policy applies to the following:

- Spring break
- New Year's Eve and Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Holiday Cancellation Policy and No-Shows: All reservations need to be cancelled 48 hours prior to the check-in day. Failure to provide adequate notice for boarding cancellations will result in forfeiture of Owner deposit.

10. FEES: Owner hereby consents to being jointly and severally liable for the boarding fees for the care of their pet(s), and any veterinary services that are provide by RBDR to Owner's pet(s). Owner hereby agrees that by signing this agreement and having their pet(s) boarded by RBDR that they agree to pay all fees in full at the time Owner picks up Owner's pet(s) from RBDR. If the Owner does not pay their fees at the time of picking up Owner's pet(s), RBDR reserves the right to take legal action to recover all fees and expenses, including reasonable attorney's fees accrued by RBDR in boarding Owner's pet(s).

11. ABANDONED ANIMALS: Pursuant to Iowa Code Section 162.19, if a pet is left with RBDR and Owner does not claim the pet by the agreed date, the pet shall be deemed abandoned and Notice of Abandonment and its consequences shall be sent within seven (7) days by certified mail to the last known address of Owner. For fourteen (14) days after mailing of the Notice, the Owner shall have the right to reclaim the pet upon payment of all reasonable charges, and after the fourteen (14) days, the Owner shall be deemed to have waived all rights to the abandoned pet the RBDR will take the abandoned animal to the Boone Area Humane Society.

12. EXCLUSIONS, LIMITATIONS, WAIVERS, & HOLD HARMLESS: Owner hereby agrees that RBDR shall not be responsible for any loss, damage, illness, injury or death for Owner's pet(s), and Owner hereby agrees to hold RBDR harmless for any claim, loss or damage of any kind that it may have against RBDR.

13. JURISDICTION: This agreement shall be governed by the laws of the State of Iowa. Any controversy or claim arising out of or relating to this agreement, or a breach of this agreement, shall be resolved in the Iowa District Court for Boone County, Iowa.

14. ATTORNEYS FEES: If any controversy or claim arises out of or relating to this agreement, RBDR shall be entitled to recover all costs expended, including reasonable attorney's fees to collect or enforce a judgment.

15. ENTIRE AGREEMENT: This agreement constitutes the entire agreement between RBDR and Owner. Any prior negotiations, oral agreement or representations are superseded by this written agreement. This agreement shall only be modified or amended by a written document executed on behalf of the RBDR and Owner.

16. SEVERABILITY: If any portion of this agreement is for any reason declared invalid or unenforceable, the validity of any of the remaining portions will not be affected and the remaining portions will remain in full force and effect as if the agreement had been executed with such invalid portion(s) eliminated.

Owner's Printed Name

Owner's Signature

Date

