

Chamberlain Kennels & Training Chamberlain Dog Training LLC Boarding Policies & Legal Stuff

1. ____ Chamberlain Dog Training LLC reserves the right to immediately change your pet's type of boarding if we believe it is necessary to protect the health and well-being of your pet, other pets, or our staff.

2. _____ Owner agrees to pay all costs and provide updated vaccination records from your vet <u>before</u> starting boarding.

3. _____ Owner agrees to be solely responsible for any and all acts or behavior of Owner's pet while it is in the care of Chamberlain Dog Training LLC.

4. _____ Owner specifically represents that they are the lawful and valid owner of the pet, free and clear of all liens and encumbrances.

5. _____ Owner specifically represents that the pet has not been exposed to rabies or distemper within 30 days prior to boarding.

6. _____ Owner agrees that in the event the boarding charges are not paid when due in accordance with this agreement, Chamberlain Dog Training LLC may exercise its lawful rights upon ten (10) days written notice by delivering such notice via first-class mail to Owner's Address. A pet that is unclaimed at Chamberlain Dog Training LLC for ten (10) days beyond its scheduled discharge date is considered abandoned and will become the property of Chamberlain Dog Training LLC. Every effort will be made to contact Owner if abandonment becomes an issue. If for any reason the pet is not going to be picked up on the scheduled dismissal date, Owner shall contact Chamberlain Dog Training LLC to make arrangements to extend the animal's stay and will pay the additional charges based upon the aforesaid daily rate.
7. ____ If the pet becomes ill or if the state of the animal's health otherwise requires attention, Chamberlain Dog Training LLC at its sole discretion, is authorized to engage the services of a veterinarian or arrange for other requisite attention to the animal up to and including \$500.00 or

_____, whichever is greater. If a veterinarian determines that emergency treatment, which exceeds the authorized amount, is needed to save the animal's life or quality of life, and we cannot reach you or the Emergency Contact, we may authorize the veterinarian to perform the emergency treatment. Owner agrees to be responsible for all veterinary costs provided to your animal.

8. _____ It is expressly agreed by Owner and Chamberlain Dog Training LLC that Chamberlain Dog Training LLC liability in no event exceeds the lesser of the current chattel value of a pet of the same species or the sum of \$200.00, whichever is less.

9. _____Owner agrees to release, indemnify, and hold harmless Chamberlain Dog Training LLC from any and all manner of damages, claims, loss, liabilities, costs or expenses, including reasonable attorney's fees and related costs, arising out of or related to Chamberlain Dog Training LLC's services, except which may arise from the gross negligence or intentional and willful misconduct of Chamberlain Dog Training LLC, including, without limitation, (i) any inaccuracy in any statement made by yourself or information provided by you to Chamberlain Dog Training LLC (ii) your dog, including but not limited to destruction of property, dog bites, injury, and transmission of disease, and (iii) any action by yourself which is in breach of the terms and conditions of this agreement.

10. _____ Owner warrants and represents that Owner's pet is not a "show dog" or "show cat" and does not participate in dog shows or cat shows. Owner further represents that Owner generates no revenue or income from the pet's performance. Owner does not intend, plan or anticipate that its pet will generate revenue or income in the future.

11. _____ This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Each party consents to the exclusive personal jurisdiction of the state and federal courts of the State of North Carolina. Owner and Chamberlain Dog Training LLC must negotiate and mediate in good faith prior to either party filing a cause of action.

12. _____ Force Majeure. Neither Owner nor Chamberlain Dog Training LLC shall 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 of nature.

13. _____ Words "you" and "your" refers to the Owner. Conversely, "We" and "our" refers to Chamberlain Dog Training LLC.

15. _____ Entire Agreement. This agreement, and any addendums attached, constitutes the entire agreement between the parties. All terms and conditions of this agreement shall be binding on the heirs, agents and assigns of Owner and Chamberlain Dog Training LLC. OWNER ACKNOWLEDGES AND AGREES TO THE ABOVE:

Owner Signature and Date

PHOTO RELEASE

I hereby grant permission to Chamberlain Dog Training LLC to use:

Photos, videos and the sound recordings accompanying the videos of my dog taken during their stay in publications, in any and all media including, without limitation, cable and broadcast television and online, and for exhibition, distribution, promotion, advertising, sale, press conferences, meetings, hearings, educational conferences and in brochures and other print media. This permission extends to all languages, media, formats and markets now known or hereafter devised. This permission shall continue forever unless I revoke the permission in writing. I further grant Chamberlain Dog Training LLC all right, title, and interest that I may have in all finished pictures, negatives, reproductions, and copies of the original print, and further grant Chamberlain Dog Training LLC the right to give, sell, transfer, and exhibit the print in copies or facsimiles thereof, for marketing, communications, or advertising purposes, as it deems fit. I hereby waive the right to receive any payment for signing this release and waive the right to receive any payment for Chamberlain Dog Training LLC's use of any of the material described above for any of the purposes authorized by this release. I also waive any right to inspect or approve finished photographs, audio, video, multimedia, or advertising recordings and copy or printed matter or computer generated scanned image and other electronic media that may be used in conjunction therewith or to approve the eventual use that it might be applied. I acknowledge that I have read the foregoing and I fully understand the contents.

Owner Signature and Date