

Terms and Conditions

This is a Contract between Silver Lake Kennels, Inc. a Minnesota corporation ("Kennel") and the pet owner whose signature appears on the face of this Contract (hereinafter called "Owner").

1. Owner agrees to pay the rate for boarding in effect on the date pet is checked into Kennel (as posted in office, and as indicated within this Contract).
2. Owner further agrees to pay all costs and charges for special services requested, and all veterinary costs for the pet during the time said pet is in the care of Kennel.
3. Owner further agrees that the pet shall not leave Kennel until Owner pays all charges to Kennel.
4. By signing this Contract and leaving pet with Kennel, Owner certifies to the accuracy of all information given about said pet on face of this Contract.
5. Kennel shall exercise reasonable care for the pet delivered by the Owner to Kennel for boarding. It is expressly agreed by Owner and Kennel that Kennel's liability shall in no event exceed the lesser of the current chattel value of a pet of the same species or the sum of \$500 per animal boarded. The Owner further agrees to be solely responsible for any and all acts or behavior of said pet while it is in the care of kennel. Kennel further reserves the right to use necessary means to control aggressive or unruly behavior.
6. Owner specifically represents that he/she is the sole owner of the pet, free and clear of all liens and circumstances.
7. Owner specifically represents to Kennel that the pet has not been exposed to rabies or distemper within thirty (30) day period prior to boarding.
8. All charges incurred by Owner shall be payable upon pick-up of pet at Kennel, unless other payment arrangements have been agreed to in writing by Kennel at the time the pet is checked into Kennel. Kennel shall have, and is hereby granted, a lien on the pet for any and all unpaid charges resulting from boarding pet at Kennel pursuant to Minn. Stat. 514.18 et seq. Owner hereby agrees that in the event the boarding charges are not paid when due in accordance with this Contract, Kennel may exercise its lien rights upon ten (10) days written notice given by Kennel to Owner by certified mail to the address shown on the face of this Contract. Kennel may dispose of pet for any and all unpaid charges, at private or public sale, in the sole discretion of Kennel, and owner specifically waives all statutory or legal rights to the contrary. If such sale shall not secure a price adequate to pay such costs of board or other delinquent charges, plus costs of sale including attorneys' fees, then Owner shall be liable to kennel for the difference. All monies realized by Kennel at such sale, over and above the charges due and costs of sale, shall be paid by Kennel to Owner.
9. If pet becomes ill or if the state of the animal's health otherwise requires professional attention, Kennel, in its sole discretion, may engage the services of a veterinarian or administer medicine or give other requisite attention to the animal, and the expenses thereof shall be paid by Owner.
10. This Contract contains the entire agreement between parties. All terms and conditions of this Contract shall be binding on the heirs, administrators, personal representatives and assigns of Owner and Kennel. Minnesota law shall govern this Contract.
11. Any controversy or claim arising out of or relating to this Contract, or the breach thereof, or as a result of any claim or controversy involving alleged negligence by any party to this Contract, shall be settled by arbitration in accordance with the roles of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any Court having jurisdiction thereof. The arbitrator shall, as part of his/her decision, award to the prevailing party the costs of such arbitration and reasonable attorneys' fees of the prevailing party.