

Mesilla Valley Pet Resort, LLC

Client Information

____/____/____
Date

Client Name: _____

Home Address: _____ City: _____

State: _____ Zip: _____

Home Phone: _____ Work Phone: _____ CellPhone: _____

During my pets stay I may be contacted at: _____

Persons authorized to drop off / pick up your pets: _____

Disclaimer & Provisions Relating to Boarding

Mesilla Valley Pet Resort, LLC is happy to offer the opportunity for your pet(s) to be boarded with us. In order to be able to offer your pet our services, we have developed the following set of provisions and disclaimers, which you must carefully read and agree to before allowing your pet to stay with us.

1) Owner understands that the Owner is solely responsible for any harm caused by Owner's pet(s) while boarding at Mesilla Valley Pet Resort, LLC.

2) Owner understands and agrees that in admitting Owner's pet(s) to Mesilla Valley Pet Resort, LLC all health and behavior problems have been fully disclosed to the best of the Owner's knowledge.

3) Owner fully understands that any health or behavior problems that develop during their pet's stay at Mesilla Valley Pet Resort, LLC will be handled and treated as deemed appropriate by the employees at Mesilla Valley Pet Resort, LLC, and Owner agrees to assume full financial responsibility for any and all expenses arising or relating thereto, subject to the stipulations set forth in the Medical / Illness policy.

4) Standard precautions will be used against the injury, escape, or death of this pet. Mesilla Valley Pet Resort, LLC will not be held responsible for injuries that may occur, provided standard care and precautions have been followed as determined at the sole discretion of Mesilla Valley Pet Resort, LLC. It is expressly agreed by Owner and Mesilla Valley Pet Resort, LLC that liability shall in no event exceed the lesser of the chattel value of a pet of the same species or the sum of \$200.00 (Two Hundred Dollars) per animal. In no event shall Mesilla Valley Pet Resort, LLC or its owners and agents be liable for illness that arise during Owners pet(s) time boarding at Mesilla Valley Pet Resort, LLC.

5) Owner understands and agrees to the charges for boarding at Mesilla Valley Pet Resort, LLC. Drop off and pick-up times for all pets boarding at Mesilla Valley Pet Resort, LLC are Monday through Saturday 7:00 am to 6:00 pm and Sunday 2 pm to 5 pm. (Holiday hours are subject to change) Check-out time is 12:00 noon. Another day of boarding will be charged to Owners if pet is not checked out by 12 noon.

(INITIALS) _____

6) All charges incurred by the Owner under this agreement shall be due and payable in full upon pick up of their pet(s). Owner agrees that their pet(s) shall not leave Mesilla Valley Pet Resort, ,LLC until such time as all charges incurred by the Owner have been paid in full to Mesilla Valley Pet Resort, LLC. In addition, Mesilla Valley Pet Resort, LLC is hereby granted by Owner a lien on pet(s) for any and all unpaid charges resulting from boarding at Mesilla Valley Pet Resort, LLC. Owner hereby agrees that in the event that all charges incurred under this contract are not paid when due, Mesilla Valley Pet Resort, LLC may exercise its lien rights upon ten days written notice sent by certified mail, return receipt, to the Owner at the address shown on this contract. Mesilla Valley Pet Resort, LLC may dispose of pet(s) for any and all unpaid charges, at public or private sale or by turning pet(s) over to the nearest Humane Society or Animal Shelter. If such sale shall not secure sufficient funds to pay for all charges incurred under this contract, then Owner shall be liable to Mesilla Valley Pet Resort, ,LLC for the difference. All monies realized by Mesilla Valley Pet Resort, LLC at such sale, over and above the charges incurred under this contract and the costs of sale, shall be paid by Mesilla Valley Pet Resort, LLC to the Owner.

7) This contract contains the entire agreement between the parties. All terms and conditions of this contract shall be binding on the heirs, administrators, personal representatives and assigns of Owner and Mesilla Valley Pet Resort, LLC.

8) If any legal action is brought to enforce the provisions of this contract, the prevailing party shall be entitled to recover reasonable attorneys fees. Which may be set by the court in the same action or in a different action brought for that purposes, are in addition to any other relief to which the prevailing party may be entitled. Owner agrees that venue for any action or proceeding filed under this contract shall be in Dona Ana County, Las Cruces, New Mexico.

9) Owner understands and agrees that in the event that any portion of this agreement shall be found void or unenforceable for any reason all other portions of the agreement will remain in force and effect.

I have read, understand and agree to all provisions of this agreement. I fully intend to pick up my pet(s) on the date I have specified. If circumstances change I will notify Mesilla Valley Pet Resort, LLC of the new pick up date and assume responsibility for any additional charges incurred.

Signature of Owner

Date