

Health of Animals

10. The Owner represents that he or she is the sole owner of the Animal and that the Animal has not been exposed to distemper or rabies or any other infectious diseases or parasites within the last 90 days. The Owner further represents that the Animal has received all required vaccinations and that the Animal is in good health.
11. For each animal listed in Schedule "A", the Owner will provide an original veterinarian's Certificate of Health that has been issued within 90 days of the date of this Agreement. Each Certificate of Health must be issued and signed by a veterinarian that is qualified and licensed to practice veterinary medicine in the province of Alberta.
12. The Kennel reserves its right to refuse to provide boarding services to any animal.

Unexpected Illness

13. In the event that an Animal becomes ill during its stay at the Kennel, the Kennel will make all reasonable efforts to immediately contact the Owner.
14. In the event that the Kennel is unable to reach the Owner, or if the Owner does not immediately provide instructions for the care of the Animal to the Kennel, and if the state of the Animal's health (in the Kennel's judgment) requires immediate medical attention, the Kennel is authorized to make all reasonable efforts to ensure that the Animal receives proper medical attention and may engage the services of a veterinarian of the Kennel's own choosing.
15. The Owner agrees that it will pay for all medical treatment received by the Animal, and any other related fees or disbursements incurred on the Owner's behalf, during the Term of the Agreement.
16. The Owner understands and agrees that Kennel staff are not trained to recognize or diagnose animal ailments or diseases and the Owner agrees that the Kennel will not be liable for any sickness or ailment that the Animal develops or manifests during its stay at the Kennel.

Unclaimed Animals

17. In the event that an Owner has not returned to the Kennel to pick-up the Animal within 10 days after the scheduled pick-up date referred to in paragraph 2 and has not made any other arrangements for payment and/or the continued boarding of the Animal at the Kennel, the Kennel may, at its sole discretion, sell or otherwise dispose of the Animal without notice to the Owner.

Liability

18. The Owner understands and agrees that Kennel will not be liable to the Owner nor to any other party for any liability, any consequential losses, any damages whether in contract, tort or otherwise, or any other claims or expenses that may be connected with the services provided by the Kennel including, but not limited to, loss or damage from disease, death, running away, theft, fire and injury to persons, other animals or property.

Indemnity

19. The Owner indemnifies the Kennel, its agents and employees, from any loss, liability, claim or expense, resulting directly or indirectly from the Owner's breach of any warranty or provision contained in this Agreement.
20. The Owner further indemnifies the Kennel, its agents and employees, for any personal injury or damage to property caused or contributed to by the Animal.

General

- 21. In the event that any provision of this Agreement is deemed void or invalid by a court of competent jurisdiction, the remaining provisions will be and remain in full force and effect.
- 22. The waiver by either party of any breach or violation of any provision of this Agreement will not operate, or be construed, as a waiver of any similar subsequent breach or violation of it.
- 23. This Agreement constitutes the entire agreement between the parties.
- 24. Any modifications to this Agreement must be in writing and signed by the parties or the modifications will have no effect and will be void.
- 25. The headings utilized in this Agreement are for convenience only and are not to be construed in any way as additions to or limitations of the covenants and agreements contained in this Agreement.
- 26. This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, administrators, executors, successors and assigns.
- 27. In the event that the parties are not able to agree on any matter with respect to this Agreement, the matter will be determined by arbitration in accordance with the *Arbitration Act* of Alberta. The decision of the arbitrator(s) will be binding upon the parties.
- 28. This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta.
- 29. Any notice required or permitted to be given to the parties must be in writing and will be sufficiently given if mailed by registered mail to that party's address noted herein.

THE PARTIES have signed this Agreement at Tofield, Alberta on the _____ day of _____, 200__.

PRAIRIE ROSE BOARDING KENNELS
Per:

ADPorter

Witness

Owner

Witness

Owner