

GOLRUSK PET CARE CENTER, INC. BOARDING AGREEMENT

This Agreement is made as of the date signed by Golrusk Pet Care Center, Inc. ("Golrusk") and the below named owner(s), whether one or more (together, "Owner").

RECITALS

- A. Golrusk operates a pet boarding service for dogs.
- B. Owner desires owner's dog(s) (whether one or more, cumulatively, the "Dog") to board at Golrusk.
- C. Golrusk desires to set forth the full understanding of Golrusk and Owner regarding the Dog's boarding stay at Golrusk.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Golrusk and Owner agree as follows:

1. Registration. Before the Dog is allowed to board at Golrusk, Owner will register, by:
 - (a) Completely filling out the Owner and Dog information in the reverse side of this Agreement;
 - (b) Providing copies of vaccination records of the Dog that are up-to-date and demonstrate the Dog has had all required vaccinations when and as required;
 - (c) Providing all relevant information regarding the Dog's health and behavior; and

Without limitation, Golrusk shall be free to decline Owner's dog(s) for boarding that is overly aggressive, ill or not up-to-date in its vaccinations, or if, in Golrusk's sole determination, or whose Owner has failed to provide necessary information to Golrusk about the Owner of the Dog, or if any such information is unsatisfactory to Golrusk in its sole discretion, or if any other reason exists to decline the Dog to board at Golrusk.

2. Owner Responsibilities.
 - (a) Owner shall:
 - (i) Pay the daily charges as posted by Golrusk, which charges are subject to change without notice, the date Owner picks dog(s) up from Golrusk.
 - (ii) Control their Dog(s) while the Dog(s) is/are on Golrusk premises.
 - (iii) Acknowledge they will be charged for the day their dog(s) arrive(s) for boarding. On the scheduled check-out date, if Owner picks-up dog(s) before 1:00 PM or has a scheduled grooming appointment for the day of check-out, Owner will not be charged for boarding on the day of check-out. If Owner checks-out pet(s) after 1:00 PM and does not have a grooming appointment, the Owner will be charged for the last day of boarding. Golrusk does not groom on Sundays. Any Dog that is not picked up by 7:00 p.m. will be boarded overnight at Golrusk's standard overnight boarding fee, payable on the day the Dog is picked up.
 - (iv) If the Dog is to be picked up by someone other than Owner, designate such person in writing in advance. Golrusk shall not be liable for delivery of a Dog to someone other than the Owner, if such delivery is based on Golrusk's reasonable belief the person making the pickup has the authority to do so.
 - (v) Report all special characteristics or needs of the Dog that Owner believes may require special attention by Golrusk, including medication(s) and all special dietary needs, in which case, Owner shall provide Golrusk with the appropriate food for the Dog.
 - (vi) Abide by all rules and regulations posted on Golrusk's premises or delivered to Owner that pertain to the Dog's presence on Golrusk's premises.
 - (b) Owner shall NOT:
 - (i) Request or accept release of the Dog by a trainer (trainers not being authorized to release any Dog).
 - (ii) Allow upon Golrusk's premises any dog(s) the Dog Owner knows or should have reason to know is ill. Golrusk may refuse to allow any such Dog to board at Golrusk as long as the illness continues. Owner shall promptly pick up the Dog upon Golrusk notifying Owner the Dog is ill. The foregoing notwithstanding, Golrusk is hereby authorized, but is not required, to provide such emergency veterinary services to the Dog as Golrusk or the treating veterinarian determines necessary or appropriate, and all veterinary services, drugs and other treatments shall be payable by Owner upon demand.
 - (iii) Deliver to Golrusk or allow upon the Golrusk premises any Dog Owner knows or should have reason to know is extremely aggressive or poses a danger to other dogs, humans or property. Without limitation, Owner shall advise Golrusk if the Dog has ever drawn blood from another animal or human through biting.

3. Golrusk's Responsibilities. Golrusk shall:
 - (a) Provide as reasonably sanitary environment within its premises.
 - (b) Enclose those areas of its premises in which Dogs will be present.
 - (c) Feed and house Dogs in an appropriate manner.
 - (d) Handle and care for the Dogs in an appropriate manner.

4. Golrusk's Remedies. If Owner fails to pay for any charges when and as due, or otherwise fails to abide by the terms of this Agreement or any rules or regulations pertaining to the Program, Golrusk may suspend services, terminate this Agreement, or take such other measures as are available to Golrusk hereunder or under any law or in equity. Golrusk shall be the sole determiner of whether behavior of a Dog is acceptable.

5. Lien. Pursuant to §779.43(3) of the Wisconsin Statutes, Golrusk has a lien on the Dog and any property of Owner in Golrusk's possession for the amount payable by Owner to Golrusk relating to the Program, which shall entitle Golrusk to retain possession of the Dog until all such sums are paid in full to Golrusk.

6. Waiver and Release. When dogs interact with other dogs or with other species or humans, they risk injury or death through rough play or being bitten or otherwise affected by aggressive or overly playful actions on the part of another dog, other species or humans with whom they are interacting. Owner, for himself or herself, for Owner's heirs, beneficiaries, administrators, executors, trustees and the respective successors and assigns of all of the foregoing (the "Owner Parties") hereby waive all claims against and hereby release and discharge Golrusk for property damage, injury to or death of the Dog arising out of the Dog's participation in any services performed at Golrusk or its presence on Golrusk's premises, provided such injury or death is not the result of Golrusk's failure to fulfill any of its responsibilities as set forth in Section 3 above.

7. Indemnification. The Owner Parties hereby agree to indemnify, hold harmless and defend Golrusk, its shareholders, directors, officers, employees, agents and insurers, of and from all demands, damages, claims, costs, fees, including actual attorney fees, judgments, awards and any other sums owing or claimed to be owing to any third party, including any third party's dog or other pet, relating in any way to the Dog being upon Golrusk's premises and arising out of actions of the Dog or Owner, provided, as to the Dog, such claim does not arise because of Golrusk's failure to reasonably fulfill any of its responsibilities as set forth in Section 3 above. If Golrusk seeks indemnification or defense under this Section 7, it shall notify Owner as promptly as possible after it learns of the claim and the right to indemnity or defense under this section, and Owner shall then assume the defense of such claim with counsel reasonably acceptable to Golrusk. At its own expense, Golrusk may hire counsel to participate in the defense of any such claim and may also require Owner to use substitute counsel if counsel selected by Owner is or becomes unacceptable to Golrusk in Golrusk's reasonable determination.

8. Grant of Rights in Image and Likeness. Golrusk is hereby granted the right to videotape, photograph or record the Dog and shall be the sole owner of such images and recordings. Owner grants Golrusk a permanent, royalty-free license to display any images or recordings of the Dog in the promotion of Golrusk's business as Golrusk, in its sole discretion, determines appropriate.

9. Miscellaneous Provisions.

(a) Notices/Owner Address. The address provided by Owner in this Agreement shall be presumed to be accurate until Owner specifically advises Golrusk of a different address. Any notice sent by Golrusk by first class mail, postage prepaid, to such address, shall be deemed received one business day after mailing.

(b) Entire Agreement. This Agreement sets forth the entire understanding between Golrusk and Owner as to the Dog's participation in the Program and the other matters set forth in this Agreement.

(c) Severability. If any provision of this Agreement is determined to be unenforceable by a court in the proper exercise of its jurisdiction, the remaining provisions shall be unaffected.

(d) Joint and Several Liability. If this Agreement is signed by more than one person, the signers shall be jointly and severally liable for the Owner's obligations hereunder and well as all other provisions pertaining to Owner.

BY SIGNING THIS AGREEMENT OWNER CERTIFIES THAT OWNER HAS READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ITS TERMS.

OWNER(S):

Date: _____ Date: _____

Dog's Name: _____ Breed: _____

Address: _____

Telephone No(s): _____ (Home or Cell) _____ (Work)

Emergency Contact: _____ Phone: _____

Veterinarian: _____ Phone: _____