



**MARSH RUN
KENNELS INC.**

717.331.8762

HOME OF THE BLACK BEAR GERMAN SHEPHERD®

AGREEMENT FORM FOR BOARDING & DAYCARE

- **ACCURACY:** By execution of this Agreement and leaving the Pet with Marsh Run Kennels Inc. the Owner certifies that all information provided to Marsh Run Kennels Inc. either written or oral, is accurate. The Owner represents that they are the sole owner of the Pet, free and clear of all liens and encumbrances.
- **COMPLIANCE:** The Owner has read and agrees to the rules of Marsh Run Kennels Inc. which may be revised from time to time, with or without notice. In the event of a discrepancy, this Agreement shall supersede the contents of the House Rules.
- **MEDICAL:** Owner specifically represents to Kennel that Pet has not been exposed to rabies or distemper within a thirty-day period prior to boarding. Kennel requires proof of current Rabies, Distemper and Bordetella vaccinations. The Bordetella vaccine is not 100% effective. It is recommended that it be given to your dog at least two (2) weeks prior to Pet's arrival date to increase efficacy. Kennel makes no guarantees in regards to the Bordetella vaccine. All pets are checked for external parasites (fleas/ticks) upon entry to the facility. If any external parasites are found, they will be treated accordingly and Owner will be responsible for those expenses. Medication must be in an original container with name of pet, medication name, and dosage. Only bring along enough for the reserved stay and 1 extra day due to unforeseen circumstances
- **DISCLOSURE:** Kennel reserves the right to refuse service to any Pet for any reason, at any time, including, but not limited to: Pets lacking proof of vaccinations, Pets displaying signs of potentially contagious conditions and/or Pets exhibiting aggressive behavior.
- **ASSUMPTION OF RISKS:** The Owner understands that when Pets play that nicks, cuts, and scratches may occur. Injuries may include, but are not limited to: broken nails, sore feet, puncture wounds, abrasions and cuts. The staff may or may not notify Owner immediately if the Pet sustains such nicks, cuts or scratches. Further, the Owner acknowledges and is aware that the employees of Marsh Run Kennels Inc. are not veterinarians and do not have backgrounds in animal medicine and are not expected to diagnose or detect illnesses in the Pets that are staying at the kennel. In addition, the Owner acknowledges and is aware that vaccines do not protect against all communicable illnesses that may afflict a Pet. The Owner acknowledges and agrees that they are assuming all risk of illness, disease, harm or otherwise, to their Pet by allowing their Pet to stay at Marsh Run Kennels Inc. Kennel shall exercise due and reasonable care for each pet while boarding. Under this reasonable care, Owner releases Kennel from, and waives all claims and liability against Kennel for or attributable to, injury or illness of pet. Owner agrees that Owner shall be solely responsible for any and all acts and behavior of said pet while it is in the care of Kennel. Owner will be charged Damage Fees for any damage caused by pet to kennel structure and/or kennel property. Kennel is not liable for pets that

are jumpers/climbers, diggers or others that can escape dog run enclosures, have behavior problems or bee allergies, eat gravel/rocks, are unstable on uneven surfaces such as gravel/rock, encounter dogs shedding parasites (worms), and other such occurrences that can occur in an outdoor setting.

- **MULTIPLE PET FAMILY MEMBERS:** If the Owner requests to board the Pet with other family Pet members together in the same suite, the Owner acknowledges and understands that actions of Pets may be unpredictable and such an arrangement may significantly increase the chance of injury, aggression and altercations regardless of the amount of supervision. In such cases, the Owner understands that the Pets must be separated and any applicable multiple family discounts may no longer apply. The Owner hereby holds Marsh Run Kennels Inc. harmless from any such claim or action as a result.
- **RELEASE:** Owner authorizes Kennel to use pictures of their Pet taken while participating in Kennel activities on its website and in other promotional materials.
- **ENTIRE UNDERSTANDING:** This Agreement contains the entire agreement between the parties. All terms and conditions of this agreement shall be binding on the heirs, administrators, personal representatives and assignee's of the Owner and Marsh Run Kennels Inc. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to the Agreement, shall be settled in accordance with the rules 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 the award, determine an award to the prevailing Party of the cost of such arbitration and reasonable attorney's fees of the prevailing party. The arbitrator shall apply Pennsylvania law to the merits of any dispute or claim, without reference to conflicts of law rules. The Parties hereby consent to the personal jurisdiction for the state and federal courts located in Pennsylvania and agree that such courts shall have the sole and exclusive jurisdiction for any action or proceeding arising from or relating to this Agreement or relating to any arbitration in which the Parties are participants. The Parties have read and understand this clause, which discusses arbitration. The Parties understand that by signing this Agreement that they will submit any claims arising out of, relating to or in connection with this Agreement or the interpretation, validity, construction, performance, breach, or termination thereof, to binding arbitrations and that this arbitration clause constitutes a waiver of the Party's right to a jury trial and relates to the resolution of all disputes relating to all aspects for the relationship between the Parties.
- This agreement is in effect until December 31, 2024 or until a revision is made.

Signature

Date