

# Mesilla Valley Pet Resort, LLC

## Client Information

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

Client Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

During my pets stay I may be contacted at: \_\_\_\_\_

Persons authorized to drop off / pick up your pets: \_\_\_\_\_

### Disclaimer & Provisions Relating to Doggie Day Care

Mesilla Valley Pet Resort, LLC is happy to offer the opportunity for your pet(s) to join us in Doggie Day Care. 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) Doggie Day Care is structured for happy, healthy dogs that are neutered or spayed only. Doggie Day Care is not recommended for dogs that have medical conditions such as diabetes, seizures, heart mummurs, or any other medical illness which may be aggravated by excitement or rough play. Mesilla Valley Pet Resort, LLC assumes no responsibility for the aggravation of any medical disorders caused by your dogs participation in Doggie Day Care, and Owner agrees that in such an event, the provisions of Section 3 below shall not apply.

2) Doggie Day Care is also not for dogs that have temperament problems such as aggression or extreme shyness with either dogs or people. If your dog is found to exhibit any of these behaviors they will be removed from Doggie Day Care and you will receive a note with an explanation as to why your dog was removed. Mesilla Valley Pet Resort, LLC has a NO TOLERANCE policy.

3) 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 current 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, its owners and agents be liable for illnesses that arise during Owners pets time while in Doggie Day Care at Mesilla Valley Pet Resort, LLC.

4) Owner understands that the Owner is solely responsible for any harm caused by Owner's pet(s) while in Doggie Day Care at Mesilla Valley Pet Resort, LLC.

5) 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.

6) Owner agrees that there are inherent risks of illness or injury when dealing with animals and humans in a group setting. Such risks include, but are not limited to: problems associated with rough play such as bite wounds and scratches. Canine Cough or other illness, and in extreme rare instance death. Owner understands and agrees that under no circumstances shall Mesilla Valley Pet Resort, LLC be responsible for illness or injury to pet(s) participating in Doggie Day Care, and that in such event, the provisions of section (3) above, shall not apply.

7) All charges incurred by the Owner under this agreement shall be due and payable in full upon pick up of pet(s). Owner agrees that the 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. In addition, Mesilla Valley Pet Resort is hereby granted by Owner a lien on the pet(s) for any and all unpaid charges resulting from attending Doggie Day Care. 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 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 the 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.

8) 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.

9) If any legal action is brought to enforce the provisions of this contract, the prevailing party shall be entitled to recover reasonable attorney's fees. These fees, which may be set by the court in the same action or in a different action brought for that purpose, 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, La Cruces, New Mexico.

10) 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.

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Signature of Owner / Agent

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Date