

BOARDING CONTRACT

This Boarding Kennel Contract ("Contract") is made this ____ day of _____, ____ between Calypso Boarding Kennels, Inc. ("Calypso") and the undersigned pet owner ("Owner").

Calypso agrees to board and care for Owner's pet ("Pet") during its stay at Calypso. Calypso shall provide feed, water, exercise, and shelter adequate for the Pet depending upon its age, size, species, and weight. Owner agrees to pay Calypso's posted boarding charges and further agrees to pay, at the posted rates, charges for any additional services requested by Owner and provided by Calypso. All charges are due and payable in full before the Pet is removed from Calypso's premises.

Owner authorizes Calypso to charge his credit card for any fees unpaid after 15 days or if Owner fails to cancel his reservation within 48 hours prior to boarding. Failure to cancel in a timely manner will result in a charge for the entire scheduled stay for a period of up to, but not to exceed, one week. Unclaimed or abandoned Pets will be handled in accordance with the provisions of Title 3.2, Chapter 65, section 3.2-6520 of the Code of Virginia, 1950, as amended.

Pets found to have fleas or ticks will be treated at Owner's expense.

Owner will provide, prior to or at the time of check-in, written confirmation from Owner's veterinarian that the following vaccinations are current: 1) Dogs-DHLPP, Rabies, Bordatella; 2) Cats-FVR-CP and Rabies.

If the Pet becomes ill or if the state of the Pet's health otherwise requires professional attention, Calypso, in its sole discretion, may engage the services of a veterinarian of its choosing, or administer medicine, or give other requisite attention to the Pet, and the expenses thereof shall be paid by the Owner, unless the Owner has specified, in writing, a limit on the amount Calypso is authorized to spend on veterinary care for the Pet. Calypso is not liable for failure to provide veterinary care for the Pet.

NOTICE

The boarding of animals is subject to Article 4 (section 3.2-6518 et seq.) of chapter 65 of Title 3.2. If your animal becomes ill or injured while in the custody of the boarding establishment, the boarding establishment shall provide the animal with emergency veterinary treatment for the illness or injury. The consumer shall bear the reasonable and necessary costs of emergency veterinary treatment for any illness or injury occurring while the animal is in the custody of the boarding establishment. The boarding establishment shall bear the expenses of veterinary treatment for any injury the animal sustains while at the boarding establishment if the injury resulted from the establishment's failure, whether accidental or intentional, to provide the care required by section 3.2-6503. Boarding establishments shall not be required to bear the cost of veterinary treatment for injuries resulting from the animal's self-mutilation.

Owner hereby releases and discharges Calypso Boarding Kennels Inc., its officers, agents, directors, owners, employees, and/ or its assigns from all actions, claims, or demands that Owner, his heirs, guardians, legal representatives, or assigns have or may have in the future for injury, loss, damage from disease, death, running away, theft, fire, injury to persons, injury from other pets, to Pet resulting from Pet's stay at Calypso whether or not resulting from negligence, gross negligence or misconduct of any person, or the actions of another animal. Owner and Calypso agree that Calypso's liability shall not exceed \$200.00 per Pet. Owner also agrees to indemnify and hold harmless Calypso Boarding Kennels, Inc., its officers, agents, directors, owners, employees, and/or assigns, from any and all claims due to any damage the Pet may cause to any person, property, or other animal while on the Calypso premises. In the event Calypso deems it necessary to employ legal counsel to protect its rights under this Contract, the Owner of the Pet agrees to pay all expenses incurred by Calypso to enforce its rights under this Contract including, but not limited to, costs and reasonable attorney's fees.

This Contract contains the entire agreement between the parties and shall be binding upon the heirs, administrators, personal representatives, executors, successors, and assigns of Calypso and the Owner. This Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Virginia. The provisions of this Contract shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. Any dispute or controversy arising under or in connection with this Contract shall be settled

exclusively by arbitration in Stafford County, Virginia in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in the courts of Stafford County, Virginia having jurisdiction. The arbitrator shall, as part of his award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorneys fees of the prevailing party.

LIMITATION ON EXPENSES AUTHORIZED FOR VETERINARY CARE

(please initial)

Owner wishes to limit the amount Calypso may spend on veterinary care and related expenses

Yes _____ Amount of Limit _____

No _____(No limit)

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

CALYPSO BOARDING KENNELS, INC.

PET OWNER

By: _____

(Print name)

(Print name)

(Title)