

# Acacia Lodge Boarding Kennels

A home away from home

## Conditions of Boarding Agreement Form

This agreement made the  day of  (Month) 20

between DEBRA MOORE of 204 Carrington Road, Londonderry (the kennel owner)

and  (the dog owner)

of  (address)

### Whereas:

- a) The kennel owner is the owner of property known as 204 Carrington Road, Londonderry NSW 2753 on which is situated Acacia Lodge Boarding Kennels.
- b) The dog owner which is to arrange for boarding facilities in respect of a certain dog (dogs) for the agreed period of time.
- c) The parties have agreed for the provision of such boarding facilities for the consideration and on the terms and conditions hereinafter appearing.

### Note it is agreed and declared as follows:

1. The dog owner shall pay to the kennel owner or as the kennel owner shall direct fees for such kennelling at the current agreed rate per day per dog. Such fees shall be paid half on admission and half on departure. When paying by cheque full payment is to be made on admission.
2. Notwithstanding anything herein contained the kennel owners shall have the full and exclusive right to possession and occupation of the property and the dog owner shall have a right to enter upon the property only with the permission of and in the presence of the kennel owner and as arranged with the kennel owner beforehand.
3. The kennel owner hereby covenants with the dog owner as follows:
  - a) That she shall observe all good practices of kennelling in the provision of food, water and accommodation.
4. The dog owner hereby covenants with the kennel owner as follows:
  - a) That prior to entering into this kennelling agreement any dog to be placed with the kennel owner has been fully vaccinated C5.
  - b) That any expenses incurred by the kennel owner in the nature of veterinary expenses or similar will be met by the dog owner on presentation of the vet's account.

c) To indemnify and hold harmless the kennel owner from and against all damages, costs, charges, expenses, claims or demands which may be sustained or suffered or made against the kennel owner by the dog owner when using or entering upon the property of the kennel owner other than those arising from the kennel owner's negligence.

d) To indemnify and hold harmless the kennel owner against any claim for damages costs or expenses arising out of the illness or injury to or death of a dog other than those arising out of the kennel owners negligence.

e) To advise and keep advised the kennel owner of any particular requirements of any animal boarded pursuant to this agreement as soon as such information is known to the owner.

5. It is hereby expressly agreed and declared between the kennel owner and the dog owner:

a) That in the event of any animal requiring veterinary care and the kennel owner not being able within a reasonable time to contact the dog owner for authorisation to acquire such veterinary attention, the kennel owner may at her own discretion arrange for veterinary attention as required such veterinary attention being the financial responsibility of the dog owner and the dog owner hereby indemnifies the kennel owner from such expense.

b) That notwithstanding anything herein contained or implied, if the boarding fees or as they may arise from time to time veterinary expenses shall fall into arrears and be unpaid for a period of 7 days after the day appointed for payment whether demanded or not or if the dog owner shall neglect or fail to perform any of the covenants contained or implied in this agreement then the kennel owner may immediately or at any time thereafter terminate this agreement and remove any dog on the property from the property in accordance with the rights available for impounding of animals not lawfully on a property under the Companion Animal Act or other legislation whereby the dog owner shall be and remain liable for the whole of the outstanding fees and any losses or costs suffered by the kennel owner pursuant to such termination.

**In witness whereof** the parties have signed where indicated on the day and year first noted.

**Signed by Kennel Owner**

**Signed by Dog Owner**