



1. Eichhorn Kennels, hereinafter referred to as the "Kennel", agrees to exercise due and reasonable care to keep its premises sanitary and properly enclosed.
2. The Kennel does not assume and shall not be held responsible for any liability with respect to the animal listed in this contract, of any kind, character, or nature whatsoever, arising out of or from the boarding or training of this dog, or any damages which may occur from any other cause whatsoever, including loss by fire, theft, running away, death, injury to persons, animals, or property, or death or injury to any other animal caused by the within named dog during the term of this contract, whether this dog be on the premises of the Kennel or not, and the Owner of said dog agrees hereby to be solely responsible for any and all acts of behavior of said dog at any time within the term and the time of the contract.
3. The Owner of the within named dog specifically represents that he/she is the sole Owner of said dog and that the within named dog has not been exposed to distemper or rabies within the last thirty days, and that the required dog license has been obtained.
4. The Kennel shall have, and is hereby granted, a lien on the aforesaid dog for any and all unpaid boarding and all other charges resulting of the boarding of said dog with the Kennel. The Owner hereby agrees that in the event the boarding charges are not paid within 30 days after they become due and payable in accordance with the terms of this contract, the Kennel may exercise its lien rights, and ten days after notice to owner may dispose of said animal for any and all unpaid charges, at private or public sale, and if such sale does not secure a price adequate to pay such cost of boarding and other charges delinquent plus cost of sale, then the owner shall pay the Kennel the difference. Any monies realized by the Kennel at such a sale, over and above charges due, shall be returned to Owner. Notice shall be conclusively deemed to have been given pursuant to this paragraph if notice in writing of such intended sale shall be mailed by registered mail to the Owner of the within named dog at the address given herein, and no further notice shall be required.
5. If the dog becomes ill, the owner shall be notified at once, if possible, or such attempt shall be made to so notify the Owner, and if the Owner does not immediately inform the Kennel regarding measure to be taken or if the state of the dog's health requires immediate action, the right to call a veterinarian or to administer medicine or to advisable attention within the discretion shall be taken by Kennel, and such expenses being reasonable in amount shall promptly be paid by Owner.
6. In the rare and unfortunate event that your dog dies in the Kennel's care, your pet will be taken to your designated veterinarian and maintained for pick-up or further instruction.
7. The singular, as herein used, means also the plural. If any word, sentence, or section of this agreement be declared invalid, such ruling shall nevertheless not affect any other word, sentence or section. The remedies hereunder are cumulative to Kennel and not alternative. No person is authorized by Kennel to change or waive any of the terms or conditions of this contract and Kennel will not be bound by any changes therein, whether oral or written. All terms and conditions of this agreement shall be binding on the heirs, administrators, and assigns of the Owner of the within named dog. Time is of the essence hereof.
8. If action by instituted by Kennel in order to enforce this contract, Owner promises to pay such sum as the court may fix as attorney's fees.
9. The dog is not to be taken off premises except by consent of the Owner.
10. The Owner guarantees payment of this bill. If for any reason this bill is not paid when presented, and is placed in the hands of an attorney for collection, the Owner agrees that a reasonable fee may be added for attorney's fees, and other such costs as the court may allow. Interest charged on overdue bills will be 18% of the outstanding amount.