

# DOG AND CAT BOARDING CONTRACT

See Appendix General Terms and Conditions and care arrangements

AYEZ LA...

**DOG ATTITUDE**

AMOUR - COMPLICITÉ- DISCIPLINE

6D/7 – Closed on Sundays and public  
holidays  
8h00 - 18h00

## *Dog and cat boarding*

*Sandrine : 06.48.18.21.90*

### 1) 1) Identification of the Parties

This contract is concluded between the following parties after **the mandatory** submission of: -A photocopy of the ID card,

- A proof of residence **less than 3 months old**,

- Verification of the animal's vaccination record.

- Boarding facility or company managing the boarding : SAS DOG ATTITUDE, sole proprietorship, n°SIRET : 99941014500018 . ADDRESS : 454. Ch. de l'oratoire 06250 MOUGINS

- Owner of the animal or authorized representative (specify if representative or not):

NAME.....

ADDRESS.....

MOBILE PHONE.....

EMAIL.....

EMERGENCY CONTACT AND ADDRESS:

.....

### 2) Description of the animal

NAME: .....

BREED: .....

GENDER: F  M

DATE OF BIRTH : .....

Last vaccination date : .....

IDENTIFICATION NUMBER (microchip/tattoo):  
.....



Please note: for all bookings, we ask you to pay a deposit together with this contract. The deposit is non-refundable to ensure the smooth running of the boarding facility and the best possible care for your pet.. Except in cases specifically listed in the general conditions.

→ Payment must be made on arrival at the kennel. **Any unconfirmed pick-up date will not be covered by a boarding contract due to the risk of abandoning the animal.** You acknowledge that you have read and understood the terms and conditions of this contract.

**Signature** of the animal's owner or agent, preceded by the words "**Read and approved**":

....., ...../...../.....

### **I- Identification of the parties and formation of the parties and formation of the contract**

The canine-feline boarding contract is a service contract between the boarding company, DOG ATTITUDE (n°SIRET 513370051000010) and the owner of the animal or the authorized person.

The boarding contract will only be deemed to have been concluded once a photocopy of the owner's or agent's identity document has been received, proof of address less than 3 months old has been provided, the animal's health record has been checked, and a deposit of 1/3 of the booked stay has been paid. Any person having handed over the animal in the capacity of proxy to the boarding house will be considered as responsible in the same capacity as its owner. Consequently, the proxy will also be liable for any sums due and unpaid, with the latter being responsible for taking action against the animal's owner. Reservations made with the boarding kennel are deemed to constitute a promise of deposit, and the owner or agent is therefore required to pay DOG ATTITUDE the initial deposit. Any unconfirmed pickup date will not be covered by a boarding contract, as there is a risk of the animal being abandoned.

### **II- Animal description and health record**

The animal's identification is required for all boardings and must be mentioned in 2) of the boarding contract: the animal's name, breed, sex, date of birth, last vaccination and identification number (chip or tattoo, if applicable) in accordance with the animal's health record, which must be kept available for the boarding period.

The photocopy of the vaccination booklet is required before any definitive reservation to ensure that the animal is up to date with vaccinations (distemper, Hepatitis, Parvovirus, Leptospirosis, Rabies, Kennel Cough - for dogs; Leucosis, Coryza, Typhus and Rabies - for cats), in particular so as not to contaminate other animals present at the boarding kennel, under penalty of the owner's or agent's civil liability for all possible contamination costs. This copy can be sent by e-mail, but does not constitute the final conclusion of the boarding contract. Worming and anti-parasite treatment is strongly recommended to ensure that your pet enjoys the best possible stay.

### **III- Right of withdrawal and obligations of the pet owner**

The animal's owner or representative must bring an up-to-date health record and identification card with them when the animal is handed over to the boarding kennel. It is the responsibility of the same person to provide kibble for the duration of the stay. Any supplement will be charged. For first- and second-category dogs, it is compulsory to obtain a declaration from the town hall or a license to keep the animal. If the dog has not been classified in this way, the veterinarian Docteur Françoise Chabaud is responsible for the PACA region (50 avenue de la Liberté, 06220 Golfe-Juan, 04.93.63.57.75).

Any change of address must be communicated to the guesthouse immediately, or, if applicable, to the authorized person in the exceptional case where the guesthouse reserves the right to terminate the contract for the reasons described in clause VIII of these general terms and conditions.

If the boarding contract is concluded remotely between the boarding manager and the owner or agent of the animal, the latter has a right of withdrawal of 14 days from the conclusion of the contract in accordance with Article L.221-21 of the Consumer Code.

#### **IV- Duration of pension**

The boarding contract specifies the boarding periods). This is the period during which the animal will be cared for by the DOG ATTITUDE establishment.

Three formulas are offered: formula 1 in a kennel for 20 euros per day, and 26 euros if the overnight stay is heated; formula 2 in a kennel for 19 euros per day, and 25 euros per day if the overnight stay is heated; formula 3 for cat sitting at home for 14 euros per day. The choice of formula must be made for each period of stay envisaged, with a handwritten note if the heated overnight option is required for the animal.

At the end of the stay and after full payment of all sums due to the boarding house, the return of the animal by its owner or by any mandated person, will constitute full and complete discharge in principle, without reservation of the responsibility of the boarding house for any damage it may be led to cause according to the provisions of Article 1243 of the Civil Code.

If the animal is taken back before the agreed date, and except in the cases of cancellation described in VIII of the general terms and conditions, the owner cannot claim reimbursement for the days lost. The boarding kennel will only accept a credit note corresponding to the lost boarding days, in the equivalent of canine/feline equipment or food/kibble, after agreement between the two parties, which will be the subject of a voucher. This credit note will be valid for 6 months from the date of agreement.

#### **V- DOG ATTITUDE pension obligations**

DOG ATTITUDE pension obligations

The owner of the animal authorizes the boarding kennel to involve the veterinarian attached to the kennel in case of necessity. The boarding kennel is never responsible for the animal's health: its sole obligation in this matter is, if any suspicious signs are noted, to have the animal examined by the **veterinarian Vincent CHARLES (5 place de la Vignasse 06560 VALBONNE on 09.50.55.41.25)**. The boarding kennel undertakes to follow any medical prescriptions at the expense of the animal's owner or representative. No invoices will be issued if another veterinarian is invoiced. Expenses incurred for special cases of any kind will be invoiced in addition and must be paid when the animal is returned.

#### **VI- Rates and payment terms**

Prices are given in euros and are per day. The cost of the animal's stay must be paid in full at the beginning of the stay and does not include grooming. Any outstanding amount must be paid in full when the animal is returned. In the absence of a demonstration by the owner or his representative, any animal not taken back 8 days after the initial date of the end of its stay, and without a modification of the duration agreed between the parties giving rise to a signed agreement between the parties, will be entrusted to an animal protection organization. The same will apply if the owner or agent has not paid in full any outstanding sums due to the boarding kennel by the end of the same period, if the animal is still in the care of the boarding kennel.

For any invoice not paid in full by its due date and legally owed, Dog Attitude will apply a flat-rate penalty of 40 euros provided for in article D.441-5 of the French commercial code for late payment.

## VII- Liability

Owners must be covered by third-party liability insurance for their pets, and remain responsible for any damage caused by their pets during their stay at the boarding kennels, except in the case of serious fault on the part of the boarding kennel keeper.

Any owner who knows about their dog's agitated behavior must foresee that this situation is not manageable in the community, not being able to totally isolate or confine it. This situation can result in a big loss of weight, as the dog can spend his time playing, running and jumping without limit. This variation in activity level in the daily life of a dog living with its owner and during its stay in a boarding kennel, can also cause inflammation of the limbs and fatigue. The boarding kennel declines all responsibility for any incident that may cause superficial injuries (scratches, bedsores, bumps...).

In the case of hyperactive dogs entrusted to the boarding kennel as part of an in-park formula, the boarding kennel also declines responsibility for more serious risks and injuries to themselves, ranging from pad wear, sprains or tears, to stomach upset, diarrhea and weight loss associated with

Any destruction (except in green spaces) inside the home will be subject to an additional charge. The owner entrusts his animal knowing the height of the fence. Consequently, in the event of the animal running away or being stolen, the boarding kennel cannot be held responsible. With regard to the pet's personal items, the boarding kennel accepts personal items (toys, brushes, carpets, etc.) but declines all responsibility in the event of damage (give preference to games that have already been used).

The establishment cannot be held responsible in the event of "heat stroke" of the animal due to the particularly hot weather conditions in the PACA region. Nor in the event of death, accident or fortuitous event, defined as an event for which "given current knowledge and techniques, it is impossible to foresee the occurrence" inherent in the nature of the animal, or in the event of force majeure as defined by article 1218 of the French Civil Code.

## VIII- Termination of the dog boarding contract

1. Dog Attitude Kennel Club reserves the right to immediately stop the daycare while it is in progress if it encounters difficulties in ensuring the daycare (destructive, disruptive dog or disagreement with other dogs on daycare, runaway, aggressive, dominant dog, bitch in heat period). In the event of the boarding kennel cancelling the booking for family and/or medical reasons, the boarding kennel will be obliged to notify the owner 7 days prior to the start of the booking, and undertakes to refund the deposit paid in full

2. In the event of the owner's initiative to terminate the custody in progress (before the end date of the initial contract), Dog Attitude will not reimburse the owner for the period cancelled and therefore not used.

**In the two cases mentioned in 1. and 2. of the termination clause, the owner must ensure that he or a member of his family can recover the dog should this situation arise.**

3. Conditions of cancellation of a custody reserved (contract already signed) at the initiative of the owner of the animal, will be refunded by Dog Attitude to the owner:

-100% of the deposit if the cancellation is made at least 45 days before the first day of the originally scheduled shift;

-No refunds less than 45 days before the first day of the originally scheduled shift, and if the reservation was made less than 45 days before the start of the shift.

## IX- Mediation and dispute resolution clause

The present canine-feline boarding contract being a contract validly formed between the contracting parties, it commits both parties with full knowledge of the facts and must be performed in

good faith in accordance with the provisions of articles 1103 and 1104 of the French Civil Code. For this reason, in the event of any dispute arising out of this contract, and/or in connection with any subsequent modification of this contract, or relating to it, the parties must endeavor to resolve it amicably before any legal action is taken.

In the event of a dispute over the payment of sums due, and only after formal notice has been served on the debtor in question to no avail, either party may refer the matter to the court-appointed mediator. Silence will be deemed to constitute failure to comply with the said formal notice. Should the attempt at amicable settlement of the dispute fail, and/or should the formal notice fail after a reasonable period, the parties may refer the matter to the competent court.

### **X- Signatures of the parties**

The case of park or shared box, the boarding kennel declines all responsibility in the event of bites.

I accept the risks associated with multi-cogenerate kenneling. I fully understand the risks associated with this type of kenneling, where several dogs together may injure each other in the event of falls or bites during play between dogs or during natural canine behavior (resource protection and mood changes). The boarding kennel declines all responsibility in the event of injuries caused in the same enclosure, resulting in veterinary expenses following injuries caused between dogs.

If you choose to have your dog in a shared kennel, the boarding kennel cannot be held responsible for any injury sustained during your stay, unless the boarding kennel is at fault for putting your dog in a shared kennel with a dog that should have been left alone. The boarding kennel can only be held responsible if the boarding kennel has approved the choice of an opposite-sex partner for your dog.

On the subject of animal custody, case law has provided a number of clarifications. Indeed, judges consider that "the liability enacted by art. 1385 anc. [1243], against the owner of the animal or the person who uses it, is based on the obligation of custody, correlative to the powers of direction, control and use which characterize it" (Civ. 2e, March 17, 1965, no. 62-11.860). They also specify that the person exercising said powers is liable even if he or she is not the owner of the animal (Civ. 2e, July 8, 1970, n° 69-13.434).

Signature of owner or authorized representative preceded by the handwritten words "Read and approved" in duplicate, one copy delivered by hand,

### **Board and lodging Owner or agent pension**

..... /...../.....

AYEZ LA...

**DOG ATTITUDE**  
AMOUR - COMPLICITÉ- DISCIPLINE

**Pension Dog Attitude Disclaimer:**

- Upon arrival, the animal must be in good health and free from any contagious disease. The boarding kennel reserves the right to refuse entry to any animal found to be ill or dangerous.
  - If the dog is returned to the premises during incubation, the costs are borne by the owner, representing a disease-free period of three days.
  - If the animal has any health problems on arrival, these must be reported and accompanied by the current treatment and veterinary prescription.
  - If the animal has a serious heart condition that could lead to death during its stay at the boarding kennel, the owner releases the boarding kennel from all liability.
- If the animal's condition requires urgent medical or surgical intervention:

The owner agrees that the "Dog Attitude" boarding kennel will make all arrangements concerning the health of the animal. Veterinary expenses are the sole responsibility of the owner, with invoice.

Refusal to pay for care in the event of problems or accidents. In such cases, Dog Attitude declines all responsibility.

- In the event of contagion due to the community, all care must be provided by the center's veterinarian and the Dog Attitude boarding kennel.
- Except for kennel cough, since the valiants are not contained in both forms of vaccine, we decline all responsibility for kennel cough contagions.
- In the event of the animal's death, an autopsy will be performed to determine the cause of death, a report will be drawn up by the veterinarian and a certificate will be issued, and the body will be cremated at the owner's expense.
- This contract comes into force on the day it is signed and will continue for as long as the animal(s) is/are likely to be a guest of the boarding facility.

Signed in Mougins on: ..../..../.....

Signature of owner preceded by the words "Read and approved".