

2025 Boarding Contract

Two Paws Up, LLC
101 Ossipee Lake Road
Tamworth, NH 03886
(603) 539-6266

Owner's Name _____

1. Owner/Guardian. I represent that I am the owner and/or authorized guardian of my pet and I am fully authorized to enter this agreement.

2. Refusal of Service. I understand that Two Paws Up, LLC reserves the right to deny admittance to any pet for any reason, at any time.

3. Health. I represent that my pet has not had any contagious illnesses of any kind for 30 days prior to check-in. I am aware and understand that Two Paws Up, LLC employees are not veterinarians and do not have backgrounds in animal medicine. Two Paws Up, LLC employees cannot diagnose or detect illnesses in the pets that are staying at their facility. I agree to assume all risk associated with the administration of medication by Two Paws Up, LLC during my pet's stay. In addition, I acknowledge and am aware that vaccines do not protect against all contagious illnesses that may affect my pet. I hereby agree to indemnify Two Paws Up, LLC, its owners, directors, officers, employees, and agents against any claims made against Two Paws Up, LLC, its owners, directors, officers, employees, and agents as a result of my failure to inform Two Paws Up, LLC of any pre-existing medical conditions that my pet may have.

4. Females in Heat. Two Paws Up, LLC CANNOT BOARD ANY FEMALE DOG IN HEAT. Since Two Paws Up, LLC may have both neutered and unneutered males, Two Paws Up, LLC cannot guarantee the safety of all boarders if there is a dog in heat.

5. Fleas and Ticks. I agree that if any fleas or ticks are discovered on my pet during check-in or at any other time while my pet is receiving services at Two Paws Up, LLC, that Two Paws Up, LLC may administer a flea bath at my expense.

6. Veterinarian Care. I agree to allow Two Paws Up, LLC to obtain veterinarian medical treatment for my pet, if, in its sole discretion it appears that, the pet is ill, injured, or exhibits any other behavior that would reasonably suggest that my pet might need medical treatment. Medical treatment may require transportation of my pet to receive care and I hereby authorize such transportation. I grant Two Paws Up, LLC full authority to make decisions involving the medical treatment of my pet during its stay at Two Paws Up, LLC. I agree that I am fully responsible for the cost of any such medical treatment and transportation.

7. Veterinarian Liability: I agree that I am assuming all risk of illness, disease, harm or otherwise to my pet by allowing my pet to participate in services at Two Paws Up, LLC. Furthermore, I agree that I am assuming all risk of the consequences associated with any decisions made by Two Paws Up, LLC, relating to the medical care and transportation of my pet. I agree to be solely financially responsible for any and all veterinarian care of my pet while in the care of Two Paws Up, LLC, or as a result from time spent at Two Paws Up, LLC.

IN ADDITION, I AGREE THAT IF MY PET IS INJURED BY ANOTHER PET, I HEREBY RELEASE TWO PAWS UP, LLC, ITS OWNERS, EMPLOYEES, AND AGENTS FROM ALL LIABILITY AND FINANCIAL RESPONSIBILITY FOR SUCH INJURY. I FURTHER UNDERSTAND THAT IF MY PET BITES A HUMAN OR PET, THAT TWO PAWS UP, LLC MAY CONTACT THE APPROPRIATE AUTHORITIES.

8. Transportation. I agree that if my pet is transported to or from Two Paws Up, LLC by Two Paws Up, LLC, its employees or agents that I AGREE TO HOLD TWO PAWS UP, LLC, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS HARMLESS IN THE EVENT OF INJURY OR ACCIDENT DURING TRANSPORTATION.

9. Abandonment Notice. I fully understand and agree that if my pet is not picked up by myself or an authorized representative within 7 calendar days after the day my pet is scheduled to depart, that my pet shall be deemed “abandoned” in accordance with New Hampshire Civil Code 437:19. I understand if I abandon my pet at Two Paws Up, LLC, Two Paws Up, LLC, in its sole discretion, will try to re-home my pet, or relinquish my pet to a legal shelter of its choice. I FULLY UNDERSTAND AND AGREE THAT IF I ABANDON MY PET AT TWO PAWS UP LLC, I MAY BE UNABLE TO RETRIEVE MY PET AND WILL HAVE NO RECOURSE AGAINST Two Paws Up, LLC. In addition, I understand that I will still be responsible for the unpaid charges incurred for my pet’s stay.

10. Personal Property. I agree that Two Paws Up, LLC shall not be responsible or liable for any lost, stolen, or damaged personal property belonging either to my dog or me.

11. Service Fees. I agree to pay for all fees, services, and products with a credit card, cash, or check at the time of my pet’s pickup from each visit at Two Paws Up, LLC. I further agree to pay the cost of any check or debit charges returned or challenged for any reason.

12. Early departure: Regardless of reason, once a pet’s stay has begun, I understand that I am responsible for payment of all days reserved, regardless of picking my pet up prior to the scheduled departure date.

13. Duty to Disclose. I represent that I have disclosed and shall continue to disclose, any and all medical conditions or any other conditions, including, but not limited to, personality concerns or behaviors that may affect, limit, or prevent my pet's ability to participate in services provided by Two Paws Up, LLC. **I understand that Two Paws Up, LLC is relying on and will rely on those representations to provide a safe environment for both humans and animals.**

14. Controversy or Claim. I agree that any controversy or claim arising out of, or relating to this contract, or breach thereof, or as the result of any claim or controversy including the alleged negligence by any party to this contract, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. I further agree that judgment upon award rendered by an arbitrator may be entered in any Court having jurisdiction thereof and the arbitrator shall, as part of his award to the prevailing party, the cost of such arbitrations and reasonable attorney's fee of the prevailing party.

15. WAIVER, RELEASE AND INDEMNIFICATION. I RELEASE, WAIVE, DISCHARGE, INDEMNIFY AND AGREE TO HOLD TWO PAWS UP, LLC, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FOR ANY AND ALL MANNER OF DAMAGES, INJURY, CLAIMS, LOSS, LIABILITIES, COSTS OR EXPENSES, ATTORNEY'S FEES, CAUSES OF ACTION OR SUIT, WHATSOEVER IN LAW OR EQUITY, ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED BY TWO PAWS UP LLC, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS INCLUDING WITHOUT LIMITATION: (1) ANY INACCURACY IN ANY STATEMENT MADE BY MYSELF OR INFORMATION PROVIDED BY ME TO TWO PAWS UP, LLC, (2) MY PET, INCLUDING BUT NOT LIMITED TO DESTRUCTION OF PROPERTY, DOG BITES, INJURY, AND TRANSMISSION OF DISEASE, AND (3) ANY ACTION BY MYSELF THAT IS IN BREACH OF THE TERMS OF THIS AGREEMENT.

16. Sole Agreement. This writing represents the sole agreement between Two Paws Up, LLC and the Owner/Guardian.

17. Affirmation. Each time I bring my pet into Two Paws Up, LLC, I am re-affirming the terms of this agreement, including updated claims, and the truthfulness and accuracy of all the statements I have made in this agreement.

18. Contract Term. I understand that this contract, signed and agreed to once, will remain in effect from the pet's first drop-off of the year until December 31st. A new contract will need to be signed in the new year.

19. Kennel Safety. Two Paws Up, LLC agrees to exercise due and reasonable care to keep its premises sanitary and properly enclosed.

20. Undesirable Behavior. In the event of undesirable pet behaviors, which include, but not limited to signs of aggression and destructive behaviors, etc., Owner agrees that Two Paws Up, LLC may notify the Owner by telephone, text, or e-mail and Owner agrees to promptly remove pet from Kennel's premises. It is the Owner's responsibility to compensate Two Paws Up, LLC for any kennel property that was destroyed by the pet while in the care of Two Paws Up, LLC.

I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT AND UNDERSTAND THAT I WILL GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO TWO PAWS UP, LLC, ITS OWNERS, OFFICERS, EMPLOYEES AND AGENTS TO THE GREATEST EXTENT PERMITTED BY LAW. I FURTHER AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

Owner's Signature _____ Date _____

Kennel Representative _____ Date _____