

# MONKEYSHINE KENNEL

17954 Mackinaw Trail, Leroy, MI 49655  
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## TRAINING & BOARDING AGREEMENT

WITNESS THIS AGREEMENT this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, by and between

**Monkeyshine Kennels**, located at **17954 Mackinaw Trail, Leroy, MI 49655** hereinafter referred to as "Kennel," and \_\_\_\_\_, residing at \_\_\_\_\_ hereinafter referred to as "Owner."

**1. DEFINITIONS.** The term "Owner" shall herein refer to the owner, part-owner, or lessee of the animal(s) which are contracted to be trained and boarded under this Agreement. The terms "Dog(s)" and "Animal(s)" shall herein refer to all K9 species, and also to the specific animal(s) to which this agreement refers. The terms "Board" and "Boarding" shall herein refer to the provision for compensation of daily routine husbandry, food, and physical space for animal(s) by a party who does not generally have financial interest in the animal(s).

**2. FEES, TERM, AND LOCATION.** Owner acknowledges and accepts those terms set forth in the rate schedule applicable on the date above as issued by Kennel. Payment shall be issued in accordance with that rate schedule on a timely basis. Any charges not paid in a timely manner shall be subject to finance charges set forth in the rate schedule. In the event the subject animal is removed from the premises for any reason and returned, this agreement shall be deemed reinstated at rates applicable at the time of said return. Kennel reserves the right to notify Owner within fourteen (14) days of the dog's arrival if the dog, in Kennel's opinion, is deemed to be dangerous or undesirable for Kennel's establishment. In such case, Owner shall be solely responsible for removing the dog within seven (7) days of said notice and for all fees incurred during the dog's presence upon the premises. This Contract shall be deemed terminated and concluded upon the payment of all fees. Kennel's fee schedule may change at any time.

The training and boarding fee is due in full on the 15th of each month (Partial payments are not acceptable). **In the event said payment is overdue a \$35.00 late fee shall be charged. In the event said payment is overdue by thirty (30) days Monkeyshine Kennels shall be entitled to exert a lien against said dog, as further described in contract**, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said dog and/or equipment for the amount due in accordance with the laws of the State of Michigan.

### SERVICE RATES:

#### DOG TRAINING & BOARDING FEES

- \$600.00 monthly
- \$150.00 weekly
- \$25.00 per day

#### HANDLING FEES

- \$30.00 - Thirty (30) minute stakes
- \$60.00 - One (1) hour stakes
- Additional fees will incur for National and Invitational championships

#### WINTER & SUMMER CAMP TRAINING FEES

- \$300.00 - One (1) time charge (in addition to monthly training fee)

#### FLEA & TICK PREVENTION

- \$15.00 monthly (Frontline)
- \$34.00 every three (3) months (Bravecto)

#### ADDITIONAL FEES

- \$100.00 - Airport drop off and/or pickup per trip
- Travel expenses split between all dogs
- Additional birds for training expenses split between all dogs
- \$100.00 non refundable deposit for training camps
- Veterinarian expenses are owners responsibility

**3. FEED, FACILITIES, AND SERVICES.** Kennel agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well being of the animals. Owner acknowledges Owner has inspected the facilities and finds same in safe and proper order. The standard services to be provided herein and the charges therefore are outlined in this training and boarding agreement and are subject to change at Kennel's discretion.

**4. VACCINATIONS.** Upon arrival of dog(s) to Kennel each dog to be boarded shall enter the premises free from transmissible diseases, must be effectively wormed, proof of current vaccinations is required. The Kennel requires that all Owners agree to have their dog(s) participate in this Kennels' routine dog care requirements consisting of monthly flea and tick prevention, the cost of which shall be borne by Owner.

**5. RISK OF LOSS AND STANDARD OF CARE.** During the time that the dog (s) is/are in the custody of Kennel, Kennel shall not be liable for any sickness, disease, stray, theft, death or injury which may be suffered by the dog or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of said dog(s), except in the event of negligence on the part of Kennel, its agents, and/or employees.. This includes, but is not limited to, any personal injury or disability the dog, Owner, or Owner's guest may receive while on Kennels premises. Owner fully understands and hereby acknowledges that Kennel does not carry any insurance on any dog(s) not owned by Kennel, including, but not limited to, such insurance for boarding or any other purposes, for which the dog(s) is/are covered under any public liability, accidental injury, theft or mortality insurance, and that all risks relating to boarding of dog(s), or for any other reason, for which the dog(s) is/are in the possession of and on the premises of Kennel are to be borne by the Owner.

**6. HOLD HARMLESS.** Owner agrees to hold Kennel harmless from any and all claims arising from damage or injury caused by owner's dog(s) to anyone, and defend Kennel from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of dog(s) boarded with Kennel.

**7. EMERGENCY CARE.** Kennel agrees to attempt to contact Owner should Kennel feel that medical treatment is needed for said dog(s), but, if Kennel is unable to contact Owner, Kennel is then authorized to secure emergency veterinary care required for the health and well-being of said dog(s). All costs of such care incurred shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Kennel is authorized, as Owner's agent, to arrange direct billing to Owner.

**8. LIMITATION OF ACTIONS.** Any action or claim brought by Owner against Kennel for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

**9. RIGHT OF LIEN.** The Owner is put on notice that Kennel has a right of lien as set forth in the laws of this state, for the amount due for the training and board and keep of such dog(s), and also for storage and services, and shall have the right, without process of law, to retain said dog(s) until the amount of said indebtedness is discharged. However, Kennel will not be obligated to retain and/or maintain the dog(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the dog(s). In the event Kennel exercises Kennel's lien rights as above-described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said dog(s) upon affidavit by Kennel's representatives setting forth the material facts of the default and foreclosure as well as Kennel's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorneys' fees, costs, and other related expenses for which a minimum charge of \$250.00 will be assessed.

**20. ENTIRE AGREEMENT.** This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This agreement shall be legally binding upon Kennel and the Owner when signed by both parties. This contract is made and entered into in the State of Michigan, and shall be enforced and interpreted in accordance with the laws of said State. Any disputes by the Owner shall be litigated and venue shall be the county in which this Kennel is physically located.

**21. ENFORCEABILITY OF CONTRACT.** In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

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## OWNERS INFORMATION

\_\_\_\_\_  
Print Owners Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owners Signature – *If you are completing this form online you may type in your name.*

\_\_\_\_\_  
Owners Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Owners Home Phone

\_\_\_\_\_  
Owners Mobile Phone

\_\_\_\_\_  
Owners Email

**DOG INFORMATION**

Dogs Full Name \_\_\_\_\_ Call Name \_\_\_\_\_

Breed \_\_\_\_\_ DOB \_\_\_\_\_ Sex \_\_\_\_\_ Color \_\_\_\_\_

**Vaccinations:**

Rabies Date: \_\_\_\_\_ Distemper Date: \_\_\_\_\_ Parvo Date: \_\_\_\_\_

Bordetella Date: \_\_\_\_\_ How Administered: Nasal    Subcutaneously    Oral  
*Bordetella vaccine is required within 6 months if administered through nasal or subcutaneously.  
Oral vaccine is good for 1 year.*

Do you have proper proof of vaccinations?    Yes        No  
*If not we may need to make a vaccination appointment with a veterinarian.*

Is this dog on Heartworm Preventative?    Yes        No

Is this dog on Flea and Tick Preventative?    Yes    No    What brand: \_\_\_\_\_

Name and number of veterinarian: \_\_\_\_\_

Does this dog have any medical problems or a special medical history?    Yes        No

If yes, Please explain: \_\_\_\_\_

Describe your dog's personality. \_\_\_\_\_  
\_\_\_\_\_

Does this dog have any current training? If so what is the extent? \_\_\_\_\_  
\_\_\_\_\_

Describe what changes you would like to see made in your dog's performance.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FIELD TRIAL DOG INFORMATION**

*If Monkeyshine Kennels / Dan DiMambro are going to campaign your dog in Field Trial events it is important that you include the follow information:*

AKC Registration number: \_\_\_\_\_

FDSB number: \_\_\_\_\_

DNA number: \_\_\_\_\_

**If filling out online remember to SAVE the COMPLETED form and email to: [dan@monkeyshinekennels.com](mailto:dan@monkeyshinekennels.com)**