



*Out N' About*  
dog training



**4397 Dale Avenue  
La Mesa, CA 91941  
619.417.2368**

Name:

Address:

Phone(s):

Veterinarian:

Veterinarian Phone:

Pet	DOB	Color	Breed	Sex	Date in	Date Out	Daily Rate
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**AGREEMENT**

1. I understand Julie L. Schmitt, doing business as OUT N' ABOUT DOG TRAINING ("OUT N' ABOUT DOG TRAINING"), agrees to provide boarding and/or training and/or transportation for my dog during the period and at the daily rate described above.

2. As owner of the above described dog, I authorize OUT N' ABOUT DOG TRAINING to seek emergency care for my dog in the event of injury or illness occurring any time my dog is boarded and/or trained at OUT N' ABOUT DOG TRAINING. If the need should arise, I authorize OUT N' ABOUT DOG TRAINING to engage the services of its regular and emergency veterinarian(s), in conjunction with contacting my veterinarian, if necessary. I authorize OUT N' ABOUT DOG TRAINING to approve medical and/or emergency treatment (excluding euthanasia) as recommended by the attending veterinarian.

3. I will reimburse OUT N' ABOUT DOG TRAINING for all expenses incurred while attending to my dog's needs, including expenses related to the veterinary treatment authorized above.

4. I understand that the community style of dog boarding used at OUT N' ABOUT DOG TRAINING has inherent dangers that are not present with traditional boarding facilities where dogs are boarded separately. Such dangers include, but are not limited to, exposure to disease, exposure to the outdoors in a contained area, interaction among animals, access to malleable and rigid play equipment, access to stationary objects (including, but not limited to, buildings, trees and fences) and being on play or living surfaces which are uneven, slippery, rough and abrasive. Therefore, I waive and release any claims against OUT N' ABOUT DOG TRAINING arising out of its use of community style dog boarding.

5. In the event my dog is left at OUT N' ABOUT DOG TRAINING for more than 14 days after the day my dog was due to be picked up without prior arrangement, communication or payment and I or my emergency contact person, being my veterinarian noted above or any other person whose name and phone number is noted below my signature, does not pick up my dog within 14 calendar days after the day my dog was due to be picked up, then my dog will be considered abandoned within the meaning of California Civil Code section 1834.5. I understand that OUT N' ABOUT DOG TRAINING shall first try for a period of not less than 10 days to find a new owner for the abandoned dog, and, if unable to place the abandoned dog with a new owner, OUT N' ABOUT DOG

TRAINING will surrender the abandoned dog to the animal shelter. For the purposes of California Civil Code section 1834.5, the copy of this document mailed or delivered to me shall be deemed to be the written receipt given to me to warn me of the foregoing.

6. The provisions of this paragraph 6 and its subparagraphs shall not apply to the amount to be paid by me to OUT N' ABOUT DOG TRAINING for its services or pursuant to paragraph 3 above.

6.1 In the event any controversy or claim arises concerning this document or concerning the care of my dog by OUT N' ABOUT DOG TRAINING, the parties will attempt to resolve such controversy or claim by mediation. In the event that (i) the parties do not agree upon a mediator within 10 days after either party gives written notice to the other of the intent to select a mediator or, (ii) if the parties agree upon a mediator, but if either party (a) refuses to agree to any date for the mediation or (b) does not appear at the mediation at the agreed upon date for the mediation or (iii) if the mediation occurs, but if all of the controversies and claims are not fully settled at the mediation, the controversies and claims not resolved by mediation will be resolved by arbitration.

6.2 If the controversy or claim was mediated but was not fully settled at the mediation, the arbitrator shall be the same person who acted as the mediator in the mediation. In connection with the arbitration, unless the arbitrator otherwise rules pursuant to a motion filed by either party, all of the matters discussed during the mediation may be considered by the arbitrator in making a decision during the arbitration. The arbitration shall be conducted in accordance with the then Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association.

6.3 If the controversy or claim was not mediated:

(a) Such controversy or claim shall be settled by arbitration in accordance with California Code of Civil Procedure ("CCP") section 1280, et seq and the then Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association to the extent that such rules are not inconsistent with such provisions of the CCP. Any such arbitration shall be held at San Diego California or at the offices of the arbitrator.

(b) Upon the filing of a Demand for Arbitration pursuant to the rules of the American Arbitration Association, all parties to the proceeding will have the right of discovery as then provided under the said CCP sections, including, but not limited to, CCP section 1283.05 which is hereby incorporated into, made a part of and shall be applicable hereto, and the arbitrator shall have the authority to issue all orders required in connection therewith. The parties agree that all such discovery shall be completed at least 30 days prior to date of commencement of hearing on the arbitration, unless extended by the arbitrator for good cause shown or by the mutual agreement of the parties.

(c) The arbitrator shall have the authority to award to either party such amount of attorneys', accountants' and witness fees, all other than travel costs, as the arbitrator may deem appropriate. The award of the arbitrator may be entered in any court having jurisdiction.

7. If any party commences an arbitration proceeding or brings an action against any other party hereto with respect to this Agreement, then the prevailing party in whose favor judgment is entered in such action or who prevails arising out of any arbitration or settlement shall be entitled to recover from the other party the costs and expenses incurred or sustained by the prevailing party in connection with the initiation and prosecution of the arbitration proceeding or action and the enforcement of any judgment obtained arising out of such arbitration proceeding or action, including, without limitation, reasonable attorneys' fees incurred before and during the arbitration proceeding or litigation, expert witness fees and accountants' fees, even though not taxable as such, and the same shall be paid whether or not such arbitration proceeding or action is prosecuted to a decision or a judgment. Attorneys' fees in connection with enforcement of any such judgment shall include, but not be limited to, fees incurred in connection with (i) post judgment motions; (ii) contempt proceedings; (iii) garnishment and levy; (iv) debtor and third party examinations; (v) discovery and (vi) bankruptcy proceedings or litigation. The provisions of this subparagraph shall not apply to any mediation.

8. Provided that a copy hereof signed by the undersigned is received by OUT N' ABOUT DOG TRAINING, by the delivery or mailing of a copy hereof to the undersigned, OUT N' ABOUT DOG TRAINING agrees to provide the services set forth in paragraph 1 above and agrees to the provisions of paragraphs 6 and 7 above.

Owner's signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of emergency contact person \_\_\_\_\_

Phone number of emergency contact person \_\_\_\_\_