

Deep Creek Veterinary Services Ltd.

BOARD and SERVICES CONTRACT

1) PARTIES:

This Agreement is made this _____ day of _____, _____, by and between Deep Creek Veterinary Services Ltd., 942 Gardom Lake Rd, Enderby, BC, V0E 1V3 (hereafter "DCVS"); and

_____ (hereafter "OWNER")
name(s)

mailing and street addresses

city, province, postal code

telephone, fax, cell numbers

2) ANIMAL(S):

This Contract pertains to the following animal(s):

name(s) breed

sex Registration # date of birth colour/markings

Insurance Company, and emergency telephone number Policy #
(IF NOT INSURED, SO INDICATE)

3) OWNERSHIP:

OWNER hereby certifies that he/she is duly authorized to enter into this Agreement on the following basis (initial one only):

a) OWNER is the sole and true owner of the animal(s) identified herein (initial)_____,
OR

b) the animal(s) identified herein is/are owned by a partnership, syndicate, or other joint ownership, and OWNER is duly authorized by this entity to sign and obligate on behalf of the

partnership, syndicate, or joint ownership with respect to this Agreement (initial)_____,
OR

c) OWNER is the duly authorized Agent or Lessee of said animal(s), with full title and registration of said animal(s) held by:

name

address

city, province, postal code

telephone

,OR

d) OWNER is in the process of purchasing said animal(s) under separate agreement, is entitled to enter into this Agreement with DCVS, and hereby informs DCVS that the lienholder of said animal(s) is:

name

address

city, province, postal code

telephone

4) BOARD:

Board, which includes day-to-day handling by DCVS staff, periodic grooming, exercise, teasing or other handling for breeding work, assisting the attending farrier or veterinarian with said animal(s), plus feeding two or three times daily, provision of salt and water, plus a daily, oral, vitamin-mineral supplement, shall be paid for by OWNER as follows

5) ROUTINE HEALTH CARE SERVICES:

All animals shall be evaluated periodically by DCVS with respect to timely administration of vaccines, dewormers, foot care, and dental care. When needed, as determined by DCVS or as requested by OWNER, these administrations or procedures shall be performed by DCVS or its authorized "subcontractors" at OWNER's expense. DCVS shall provide OWNER, at any time upon request, its current policies and fees for these procedures. Suckling offspring normally require second boosters of vaccines. The schedule for pregnant animals is dictated by their stage of pregnancy and expected due-date. Non-routine vaccines are available upon request. Routine farrier work is subcontracted approximately every six weeks, unless otherwise requested or required, and will be billed to OWNER at actual cost. DCVS shall advise OWNER and obtain consent for dental work prior to performing dental procedures. OWNER hereby expressly assumes all risks associated with such routine care, authorizes DCVS to perform such care, and agrees to pay for such care.

6) OWNER'S PROVISION OF PRIOR HEALTH CARE RECORDS:

OWNER shall provide DCVS, within 72 hours of animal admission, with a verbal or written record of said animal(s) most recent vaccinations and deworming. If this information is not provided in timely fashion, DCVS shall retain sole and final discretion in assuming that said

animal(s) vaccination and deworming status may not be current, and may thus administer appropriate vaccines and/or dewormers, at OWNER's expense.

7) AUTHORIZATION FOR ON-SITE EMERGENCY SERVICES/POSSIBLE EUTHANASIA:

OWNER hereby recognizes and understands that emergency treatment and decisions related thereto may occur at any time, without warning, and due to illness, accident, or injury. DCVS hereby advises OWNER that mortality and major medical insurance is available, and DCVS hereby offers to assist OWNER in obtaining coverage for said animal(s), if OWNER so desires. Should an emergency situation arise, DCVS is hereby authorized by OWNER to exercise its judgement in rendering whatever medical attention DCVS deems prudent. DCVS shall, as soon as practical but without unnecessarily compromising the treatment or comfort of said animal(s), make reasonable attempts to contact OWNER. DCVS shall provide whatever treatment or followup care DCVS deems advisable, at OWNER's expense, at least until OWNER is consulted, and thereafter as agreed to by OWNER. If OWNER cannot be reached, and a major, immediate decision is medically prudent (for example, euthanasia, or emergency surgery), DCVS is hereby granted authority by OWNER to so proceed, at OWNER's expense. OWNER hereby expressly assumes all risks and liabilities associated with on-site emergencies.

8) AUTHORIZATION FOR OFF-SITE EMERGENCY SERVICES and FINANCIAL OBLIGATION (i.e. Colic Surgery):

If, in DCVS's judgement, said animal(s) would be better evaluated and/or treated elsewhere, DCVS is hereby granted authority by OWNER to act on OWNER's behalf in arranging for emergency transport and treatment elsewhere, at OWNER's expense. DCVS shall make reasonable attempts to contact OWNER as soon as practical, but shall not unnecessarily delay referral if OWNER cannot immediately be reached. Admission to another referral centre may require DCVS, on OWNER's behalf, to sign a statement of financial obligation, and OWNER hereby authorizes DCVS to so obligate OWNER. OWNER hereby assumes all risks associated with emergency transport and referral. Furthermore, OWNER relieves DCVS of any and all liability with respect to DCVS's emergency medical decisions and referrals.

9) AUTHORIZATION FOR MEDICAL/REPRODUCTIVE SERVICES:

OWNER hereby requests and authorizes DCVS to perform those procedures normally associated with said animal(s) reason for admission. OWNER hereby acknowledges receipt of, and agreement to, DCVS's current Board and In-House Reproductive Services Fee Schedules. All other fees may be discussed at any time with DCVS at OWNER's request. OWNER hereby assumes all risks associated with routine medical and reproductive procedures.

10) PRESENCE/ABSENCE OF DCVS STAFF and ASSUMPTION OF RISK:

While DCVS doctors and/or staff are present at least a portion of every day at DCVS facilities, and occasionally at night time as well, OWNER is hereby informed, understands, and agrees that DCVS doctors and/or staff are not always on or near the premises. There could possibly be occasion, therefore, where said animal(s) get(s) loose, is injured, or becomes ill, when DCVS staff are not present. OWNER hereby assumes all risks associated with this fact.

11) THIRD PARTY RELEASE FROM LIABILITY:

Because DCVS staff are not always present, staff of the property owner, or their friends and family, may thus be the first to recognize a problem. Third parties may thus act as they see fit to resolve the situation, and attempt to contact DCVS. OWNER hereby assumes all risks associated with this possibility, and agrees that such third parties, including the property owner, and also including DCVS, shall not be liable for the events thus involved, or for their outcome.

12) DELIVERY and RELEASE OF ANIMALS:

DCVS staff must be present to admit or release animals. DCVS must be notified by OWNER at least 24 hours in advance of delivery or pickup as to the approximate arrival or departure time. Arrangements may be made for arrival or departure between 8am and 6pm, seven days per week. After-hours arrival or departure times may be arranged, although DCVS shall require a fee of \$50 from OWNER to cover overtime costs and inconvenience. If OWNER will not be the person delivering or picking up said animal(s), it is OWNER's sole responsibility to properly notify DCVS as to the identity of, and authority given to, any other person(s) hauling said animal(s). OWNER hereby relieves DCVS of any and all liability should OWNER fail to so notify DCVS, and DCVS subsequently either refuses to release said animal(s), or releases them to someone DCVS otherwise believes is appropriately authorized, but is not.

13) CONTRACT APPLIES TO OFFSPRING BORN AT DCVS:

It is hereby agreed that this entire contract, upon execution, when applicable to any female animal which subsequently proceeds to give birth at DCVS, shall also automatically apply to the offspring so born, from the moment of birth. Should said birth change the Board situation, and hence the Board rate applying to said animal and its offspring, OWNER shall be so informed, and must either consent to said change in Board, or make immediate arrangement with DCVS to pick up said animal and offspring. Said offspring shall be covered by this contract, so long as they remain unweaned at DCVS. Upon weaning, OWNER shall be required to execute new and separate Board and Services contracts pertaining to the animals.

14) BILLING FOR SERVICES:

The equivalent of one month's board is required upon arrival as a minimum, for each animal. Board is billed in advance, and portions of a day will be rounded to the nearest half day (we will be happy to provide hay and/or grain "for the road" upon request). All board and services incurred are summarized by statement, closing the last day of each month, with statements mailed to OWNER shortly thereafter. Unless special arrangements have been made in writing with DCVS, all bills must be paid in full by the last day of the following month. Payments not received by the last day of the month will incur a finance charge of 3% per month (APR of 18.0%) until paid. ALL BILLS MUST BE PAID IN FULL AT THE TIME OF, OR PRIOR TO, SAID ANIMAL'S DEPARTURE. DCVS retains the right to refuse release of said animal(s), at its sole discretion, until payment is received. If, at any time, bills become more than 30 days delinquent (no payment received in the prior 60 days), DCVS may notify OWNER, at its sole discretion, of said delinquency, and of any intent to sell or otherwise dispose of said animal(s) to pay OWNER's bill. Should OWNER encounter any unexpected financial difficulty, it is in OWNER's best interest to so notify DCVS promptly and honestly.

15) SALE OF ANIMALS TO SATISFY DELINQUENT BILLS:

Any bill 30 or more days delinquent may immediately result in DCVS's sale or disposal of said animal(s), at DCVS's sole discretion, and by whatever means DCVS deems fit. OWNER shall then receive written notification of the sale or disposal, copies of any cheques or receipts involved, and payment for any proceeds exceeding the sum total of: a) DCVS's bill, including interest thereon and charges for any time and/or expenses incurred in relation to said sale or disposal; plus b) any further board or services provided said animal(s) up to the time of said sale or disposal; plus c) any attorney's fees or other legal costs incurred in said sale or disposal.

16) LIEN ON ANIMALS:

It is hereby understood and agreed that DCVS has, upon accepting said animal(s) at its facility, a lien or liens upon said animal(s) for board, breeding, medical services, and for all other subcontracted services provided said animal(s) pursuant to this contract. Such liens are released only upon OWNER making final and full payment of DCVS's bill, and DCVS'S wilful release of said animal(s) to OWNER or to OWNER'S duly authorized hauler. Copies of said Sections will be provided OWNER by DCVS upon request. Unauthorized removal of said animal(s) from DCVS's facilities shall not alter, affect, nor remove DCVS's liens, and may involve further violations.

17) NO WARRANTIES/INSPECTION:

DCVS endeavours to maintain a safe and secure housing and breeding facility. DCVS cannot, and does not, make any warranty, express or implied, however, as to the safety or security of its facilities. OWNER hereby agrees and states that he/she has inspected DCVS's facilities, and by signing this contract, has accepted their condition as being adequately safe and secure for said animal(s). OWNER hereby assumes all risks associated with the safety and security of said animal(s), and holds DCVS and its staff harmless from any and all liability with respect to said animal(s) safety and security. Should OWNER, at any time, perceive DCVS facilities as being less than adequate, it is OWNER's responsibility to either bring the perceived inadequacy to DCVS's attention and allow DCVS reasonable time to correct the inadequacy, or to make immediate arrangements to remove said animal(s) from DCVS's facilities pursuant to this contract.

18) NO BAILMENT ESTABLISHED:

Nothing in this Agreement shall be interpreted to establish a bailment.

19) CONTRACT BINDING UPON HEIRS AND ASSIGNS:

This Contract shall be binding without alteration upon any heirs or assigns of the Parties.

20) GOVERNING LAW:

The Laws of the Province of British Columbia shall govern the terms of this contract.

21) DISPUTES:

Any dispute arising from this contract which cannot be resolved between the Parties shall not obligate DCVS to continue to provide Board and/or Services for said animal(s) while the dispute is resolved. DCVS shall, at its sole discretion, request and require OWNER to remove said animal(s) from its facilities, and temporarily settle DCVS's final bill while the dispute is resolved, or, may retain care and custody of said animal(s) at OWNER's Ongoing expense, until DCVS's bill is paid in full or the dispute otherwise resolved. Should OWNER refuse to remove said animal(s) within 30 days of any such request by DCVS, then DCVS may, at its sole discretion, proceed to sell or otherwise dispose of said animal(s) pursuant to Paragraph 15.

22) ATTORNEY'S FEES and COSTS:

The prevailing party in any dispute arising from this Agreement shall be entitled to recover all reasonable attorney's fees and costs, whether or not said fees or costs are chargeable on a cost bill. It is agreed that the returned-cheque charge is \$25.00. Should DCVS be required under law to travel out-of-province to pursue payment under this Agreement, DCVS shall be entitled to all reasonable travel expenses, including mileage and/or airfare, plus motel, meal, and rental car expenses.

THIS CONTRACT IS HEREBY EXECUTED IN GOOD FAITH AS WITNESSED BY THE FOLLOWING SIGNATURES:

OWNER

DATE

DCVS

DATE

**942 Gardom Lake Rd
Enderby, B.C.
V0E 1V3**

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