



AGREEMENT

This Agreement is entered into this ____ day of ____ 202__ by and between Virginia B. Jontes Foundation d/b/a Heidi's Village and _____ ("Client").

WHEREAS Client wishes to avail itself of the services provided by Heidi's Village.

WHEREAS Heidi's Village is willing to provide those services to client subject to the following terms and conditions.

NOW, THEREFORE in consideration of the mutual covenants contained herein and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged Heidi's Village and Client agrees as follows:

1. **Information regarding Client.** Client shall complete and provide all the information required in the New Client Form attached hereto, which upon completion shall become a part hereof.
2. **Boarding Form/Services Requested.** For each animal to be boarded at Heidi's Village Client shall fully complete and provide all the information required in the Boarding Form attached hereto, which upon completion shall become a part hereof.
3. **Terms and Conditions for Boarding Services.** Client hereby agrees to fully and completely comply by the terms and conditions set forth herein and pay all charges set forth in the Boarding Form in order for Heidi's Village to board and care for each animal boarded at Heidi's Village.
4. **Liability Insurance.** Prior to any boarding of animals, Client shall provide a certificate of insurance that names Heidi's Village as an additional insured. Such general liability insurance shall be provided by an insurance company with an A.M Best rating of A- or better; contain a waiver of subrogation in favor of Heidi's Village and with coverage limits of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate. Updated Insurance must be provided annually in amounts set forth herein and must include a waiver subrogation.
5. **Conditions under which animals are accepted for boarding.**
 - a. No overt signs of aggression towards humans.
 - b. No signs of un-interruptible aggression or known history of injuries towards animals or humans unless clearly and specifically disclosed to Heidi's Village in advance and boarding is agreed to by Heidi's Village. Such situations will be handled on a case-by-case basis and subject to acceptance by Heidi's Village in its sole and absolute discretion.
 - c. No overt signs of infectious disease, i.e., parvo, distemper, etc., unless clearly and specifically disclosed to Heidi's Village in advance and boarding is agreed to by Heidi's Village. Such situations

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will be handled on a case-by-case basis and accepted by Heidi's Village in its sole and absolute discretion.

- d. Not previously deemed to be a dangerous animal in any jurisdiction.
- e. No history of biting unless clearly and specifically disclosed to Heidi's Village in advance and boarding is agreed to by Heidi's Village. Such situations shall be handled on a case-by-case basis and subject to acceptance by Heidi's Village in its sole and absolute discretion.
- f. Heidi's Village requires all animals be vaccinated upon intake. Upon Client's presenting current vaccination records from a veterinarian or animal shelter Heidi's Village will waive its vaccination upon entry requirement.

6. **Services provided by Heidi's Village.** Heidi's Village shall provide those services specifically requested on the Boarding Form at the prices set forth in the Boarding Form.

7. **Standard Services animals will receive while at Heidi's Village.**

- a. Toys and clean bedding.
- b. If applicable, and when possible, socialization with other animals with written authorization from rescue.
- c. If requested by Client, Heidi's Village will house no more than two bonded animals (not of the same litter) in a kennel.
 - i. animals housed together must be previously spayed/neutered (unless they are under 8 weeks of age and from the same litter).
 - ii. Animals that are reactive to one another and showing signs of agitation and/or resource guarding will be separated.
- d. Animals exhibiting signs of illness will be treated by Heidi's Village veterinary department Heidi's Village shall contact Client to discuss the medical condition of Client's animals to Client should they exhibit signs or symptoms while in the care of Heidi's Village. Heidi's Village will inform client of potential costs prior to services when possible. Client agrees to promptly respond to Heidi's Village communication efforts.

8. **Veterinary Services Consent.** In the event Veterinarian care is provided by Heidi's Village, Client hereby consents to and authorizes Heidi's Village to provide such veterinary care, including diagnostics, treatments, medications, and anesthesia/surgery and Client shall pay such charges as listed in the Boarding Form. Client acknowledges that it has been informed that there are risks and complications associated with any operation or procedure and such risks have been explained to Client's comprehension and satisfaction. Should an emergency, or other unforeseen conditions arise, Client hereby authorizes the medical staff to perform such procedures as may be necessary for the health of the animal. Client hereby authorizes the use of appropriate anesthesia and pain relief medication as needed before and/or after the procedure. Client hereby agrees to pay, in full, all charges for necessary services rendered for and to the animal receiving such care.

9. **Fee structure.** Fees for boarded animals will be billed not less than monthly, however, Heidi's Village may at its sole and absolute discretion, bill weekly or biweekly. Fees will be collected at the time of discharge (if the animal is discharged prior to billing period). **Client shall provide a credit card to keep on file.** All Fees for services provided to boarded animals, in addition to the boarding charge (including but not limited to veterinary intervention, spay/neuter surgery, requested bath and nail trim by animal care team), will be included on an invoice issued to Client and payment is required within five (5) days after the invoice is sent to Client. All invoices will be sent to the email address provided by Client and shall be

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deemed delivered upon sending. If Client does not wish to use the credit card on file, Client shall provide an alternative payment method within five (5) days after the invoice is sent to Client.

10. **Duration of stay.** Client acknowledges that Heidi's Village only provides temporary housing for animals in need of shelter. Client boarding animals at Heidi's Village must be in regular contact with Heidi's Village staff but in no event less than twice a week. In the event a Client cannot be contacted and has not extended the animal's stay, boarded animals will be subject to A.R.S § 3-1310 "Abandonment of Animal at Boarding Facility or Veterinarian Facility." Under such circumstances, Client will be ineligible to use the boarding services of Heidi's Village in the future.

If there are extraordinary circumstances under which Client is unable to reclaim Client animal on the date agreed upon, Client is to promptly contact Heidi's Village and an alternate date may be scheduled if agreed to by Heidi's Village. Heidi's Village requires a minimum of 24 hours' notice in advance if the duration of the animal's stay needs to be changed.

11. **Requests for removal.** At Heidi's Village sole and absolute discretion, Heidi's Village may request the removal of an animal for reasons of the animal's behavior or for any reason whatsoever. Heidi's Village will provide Client with written notice requesting removal and Client shall remove the animal within 72-hours after said notice is sent. In the event Client fails to remove the animal within the 72-hour period, in addition to the rights and remedies Heidi's Village has under this Agreement, all fees relating to the care of the animal shall be increased by one hundred percent (100%) from the end of the 72-hour period until the animal's removal and Heidi's Village shall have the right at any time after said 72-hour period to remove the animal from Heidi's Village to another animal care facility without Client's participation or consent.

12. **Respectful communication.** If Client believes that it has not received the best care for Client's animal(s), Client shall contact Heidi's Village's Operations & Partner Relationship Director immediately. Client hereby agrees not to directly or indirectly to disparage or defame in any manner Heidi's Village, its board of directors, staff, or volunteers on any medium, including but not limited to social media. Client acknowledges that any such actions will only cause harm to Heidi's Village and will interfere with its goal to provide services to the community. Client agrees to communicate respectfully to every employee at Heidi's Village. If Client has an issue with any employee, Client shall bring that to the attention of the employee's manager and/or the Operations & Partner Relationship Director. If Client is disrespectful, degrading, or insensitive to any of the employees at Heidi's Village, Client may be asked to immediately leave the premises. If such behavior continues, Heidi's Village in its sole and absolute discretion, may terminate this Agreement and exercise any and all of its rights and remedies hereunder, including, but not limited to, collecting all outstanding fees and requiring the removal of Client's animals.

13. **Viewing of boarded animals for adoption.** If applicable, with prior reservations, the Client may have potential adopters visit Heidi's Village in order to meet the Client's animals that are currently boarded at Heidi's Village.

- a. A Client's representative must be present at least 15 minutes prior to the meeting, take the person to the reserved meet and greet area and go get the animal from the building it is being housed in and bring the animal to the reserved area for the meeting. The representative must be present and in control of the animal throughout the meeting and return the animal back to the building in which the animal is based when the meet and greet is completed. If the animal gets

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out of the representative's control, Heidi's Village is not responsible for any damage caused to or by the animal. The representative is required to sweep and mop/disinfect the meet and greet area when they are finished and put all toys in the dirty toy bin.

- b. Heidi's Village reserves the right to revoke this Client's ability to utilize Heidi's Village Facility for adoption at any time and will provide written notification to the Client of such revocation.

14. Harboring contagious diseases. Client acknowledges and agrees that all animals in a boarding setting are at risk for infectious disease or respiratory disease by virtue of the nature of their housing and such risk cannot be completely avoided or prevented. Cases of respiratory illness will be isolated and treated in consultation with Client. Other infectious diseases shall be handled on a case-by-case basis. Animals with parvo, distemper or ringworm will not be housed at Heidi's Village and if detected or suspected Heidi's Village will require the immediate removal of the animal to prevent risk of transmission.

15. Release and Indemnity. The Client acknowledges and assume all risks and responsibilities for Client's animals' health while boarding at Heidi's Village. In consideration of Heidi's Village providing Client with boarding and related services including but not limited to veterinary services, Client hereby agrees to release Heidi's Village, its officers and directors, employees, contractors and other representatives from any and all claims, including but not limited to claims for illness, injury, and damages and from any liabilities, losses, costs and expenses of any kind and character what so ever that may be incurred by Client arising out of, connected with, or related to, any and all services provided by Heidi's Village by including, but not limited to, veterinary services to Client and its animals. Client hereby further agree to indemnify, hold harmless and defend Heidi's Village, its officers, directors, employees, contractors and representatives against any and all claims, including but not limited to claims for illness, injury and damages and from any and all liabilities, losses, damages, costs and expenses suffered or incurred by Heidi's Village as a result of any failure by Client's to comply with the terms and conditions of this Agreement and any other rules and regulations promulgated by Heidi's Village and communicated to Client.

16. Default. In the event Client fails to comply with any of the terms and conditions of this Agreement or fails to make any payment due hereunder and any such failure is not cured within ten (10) days of Heidi's Village sending written notice of such failure to Client, such event shall be deemed a default hereunder and Heidi's Village at its sole and absolute discretion may terminate this Agreement by sending written notice of such termination to Client in which case Client shall promptly remove its animals from Heidi's Village within seventy two (72) hours of Client's receipt of such notice and Heidi's Village may pursue any and all of its rights and remedies available to it at law or in equity arising out of such default.

In the alternative, if Client fails to make payment when due hereunder, at Heidi's Village's sole and absolute discretion, Heidi's Village may work with Client to set up a payment plan. If a payment agreement is agreed to and Client continues to make payments in accordance with the payment plan, Client will continue to maintain ownership of the animals on the premises, however, Client will not be permitted to bring any new animals for boarding at Heidi's Village until the debt is paid in full. Notwithstanding the foregoing fees for medical services will be managed on a case-by-case basis with payment required at time of service.

If no payment plan is set up and Client continues to be in default hereunder and the Client's animals are not removed by Client within thirty (30) days of the date of Heidi's Village sending notice of termination of this Agreement, in addition to the rights and remedies Heidi's Village has under this Agreement, Client

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shall surrender ownership, possession and custodial rights to its animals on the premises to Heidi's Village and allow Heidi's Village to care for and adopt out the animals to reduce Client's debt due to Heidi's Village without Heidi's Village waiving any of its rights to payment in full.

17. **Changes.** Heidi's Village reserves the right to change, amend or terminate its services and its prices therefore at any time at its sole and absolute discretion provided Heidi's Village informs the Client of such changes in writing. If such changes are unacceptable to Client, Client may terminate the Agreement by providing written notice to Heidi's Village and promptly remove its animal(s) from Heidi's Village. Notwithstanding the foregoing, Client must have fully complied with the terms and conditions of this Agreement prior to any such termination, including but not limited to paying any and all charges and fees due Heidi's Village.

AGREED AND ACCEPTED to this _____ day of _____ (month), _____ (year).

RESCUE ORGANIZATION NAME

By: _____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

VIRGINIA B. JONTES FOUNDATION a/k/a HEIDI'S VILLAGE

By: _____

Its: _____



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Animal Shelter • Rescue • Sate Haven

General Organization Information			
Organization Name			Phone Number
Rescue President or E.D. Name			Phone Number
Website			
Physical Street address, city and zip code			
Mailing address, city, and zip code (if different than above)			
Contact Information Medical Emergency and Non-Emergency Medical			
Name			
Phone Number/ Email			
Emergency Phone # 1 st , 2 nd , 3 rd contacts	1st	2nd	3rd
Contact Information Boarding			
Name			
Phone Number/ Email			
Contact Information Financial/Billing			
Name			
Phone Number/ Email			
Required Documentation Prior to Boarding			
<input type="checkbox"/> Current Liability Insurance including waiver of subrogation <input type="checkbox"/> Active credit Card on file		<input type="checkbox"/> 501 c 3 acceptance letter <input type="checkbox"/> Boarding Rules and Regulations	