

Contract, Liability Release, and Agreements



The following is an agreement between Landheim Training & Boarding Center (Landheim) and the owner and/or authorized agent (Pet Parent). By signing this agreement, I (the Pet Parent) am certifying that I have read and agree to all information in the agreement and to the best of my knowledge all information provided to Landheim is accurate.

Landheim agrees to exercise due and reasonable care to ensure the safety and welfare of all clients. All clients (human or animal) receive services understanding that outside willful negligence, Landheim cannot be held liable for loss or damage due to (but not limited to) disease, death, injury, running away, theft, fire, or other unavoidable causes.

The Pet Parent understands that upon entering and exiting the facility or surrounding grounds, if my dog engages in an altercation with a person or another dog while being handled by the Pet Parent, the Pet Parent will be held responsible for any damages/injuries resulting from the altercation; furthermore, Landheim will not be held responsible for any damages/injuries resulting from the altercation.

Pets receiving services from Landheim should be fit and healthy; any pet that is elderly and/or has known or unknown pre-existing conditions will receive services at the Pet Parent's risk.

Landheim reserves the right to adjust pricing at any time.

Vaccinations

For the safety of all our clients and to follow established state laws, all pets must be current on all required age-appropriate vaccinations prior to utilizing any services Landheim may provide. It is the responsibility of the Pet Parent to provide vaccination records to the Landheim Front Desk staff—either by email or by physically bringing them to the facility—**before** utilization of any service. Without proper documentation on file, Landheim cannot guarantee being able to provide services to pets or allow them to remain on premises.

To enable maximum protection and help ensure the pet's health, Landheim strongly encourages that all vaccinations are given at least 5 days before arrival at the Landheim facility. If the pet is receiving boosters for a vaccination that has already been administered, the pet may have sufficient immunization to allow for continued service. Landheim requires Rabies, Distemper, and Bordetella vaccinations for dogs; Rabies, Distemper, and Feline Leukemia for cats; following age-appropriate protocols and Indiana State Law requirements.

Unless a pet's veterinarian has provided a signed document waiving the eligibility of receipt of the vaccination, no pets will be allowed on or to remain at our facility if they do not have a current Rabies vaccination record on file when the appropriate age is reached per Indiana State Law. Landheim will not accept titer testing for Rabies in accordance with Indiana State Law.

Pet Parents may choose to sign a liability waiver for Bordetella and/or Distemper boosters; however, there must be a record of a previous Distemper vaccination on the pet's record.

Bordetella vaccination helps protect pets against select strains of pathogens that are known to cause upper respiratory illnesses. "Kennel Cough" is a blanket term used to describe many of these upper respiratory illnesses and is caused by a wide array of pathogens. Studies performed on the Bordetella vaccine have shown that immunization efficacy and duration varies widely based on a variety of factors including, but not limited to, method of vaccination, route of transmission, frequency of vaccination, etc.

While Landheim takes extensive precautions to keep its facility clean and safe for all its clients, Landheim cannot be held responsible for the pet contracting any illness while at our facility.

Injury or Illness

While Landheim and its staff take extensive precautions to protect its human and animal clients as well as its staff, there is still a slight possibility of injury or occurrence of illness. It is also possible that any known or unknown pre-existing conditions may become aggravated during any supplied services. Absent willful negligence by Landheim or its staff, Landheim cannot be held liable for any illness or injury that may occur to its staff or clients (human and/or animal).

In the event that an injury does occur on site (human or animal), efforts will be made to provide or acquire care based on the need and severity of the injury. Pet Parents will be held responsible for injuries caused by their pet, absent willful negligence by the Landheim staff.

In the event of injury or illness of a pet that is at our facility without the Pet Parent present, efforts will be made to contact the Pet Parent; any medical attention deemed necessary by the Landheim staff will be acquired and payment will be the responsibility of the Pet Parent. If the pet requires further care that cannot be provided by Landheim, the pet may be transferred to the veterinary facility. Landheim reserves the right to use the veterinary facility of its choosing.

Charges and Cancellations

The Pet Parent agrees to pay all charges for any and all services rendered.

A deposit equal to ½ the stay will be required for pets boarding during any “holiday or peak season” (see below for full description) and for any pet receiving our “Board & Train” services. Due to the possibility of not being able to fill vacancies with short notice, this deposit is only refundable with 72-hour notice; failure to provide 72-hour notice will result in deposit forfeiture.

For any boarding reservation there may be charges for additional services including, but not limited to, medication administration, providing exercise for the pet, elevated cot rental, special diet preparation, etc. All charges will be charged at the posted rate; for information on what may induce additional charges and current rates, please contact the front desk. While every effort will be made to provide the services requested, Landheim cannot guarantee that all services may be able to be rendered due to, but not limited to, overall demand of services requested on a given day, pet’s willingness to participate in services requested, weather permittance, etc. If Landheim is unable to provide the services requested, charges will be adjusted to reflect services rendered (exceptions for Board & Train customers can be found below).

No discounts will be given to pets sharing housing accommodations. Pets may share boarding accommodations with another pet from the same household only at the request of the Pet Parent and if Landheim deems the accommodations will not be overcrowded. Occasionally pets that normally reside in the same accommodation/household will become less accepting of sharing space in a boarding environment; therefore, Landheim holds housing accommodations for each pet reservation if pets must be separated—Landheim reserves the right to separate pets at their discretion.

Due to high demand pets that fail to arrive for a scheduled grooming or boarding reservation more than two times over a 9-month period will be required to have a non-refundable deposit for future reservations. Grooming reservations will require a deposit equal to the base-price of the service (not including potential add-ons or additional fees as determined by the groomer), and boarding reservations will require a deposit equal to ½ the scheduled stay. These deposits will be non-refundable but can be used to reschedule a service/stay with 72-hour notice. Less than 72 hours notice will result in forfeiture of the deposit.

Due to high demand Landheim requires payment for classes and private training lessons in full at time of reservation; Landheim will under no circumstances “hold” a spot unless payment has been made.

Private training sessions occurring during business hours (9:00am-4:30pm Monday through Friday, 9:00am-12:30pm on Saturday) can be rescheduled up to the start time of the lesson; refunds for cancellation can be given with 1 business day notice. Private training sessions occurring outside business hours (see previous) may be rescheduled if notice has been given during business hours before the scheduled lesson; refunds for cancellation can be given with 1 business day notice. Failure to provide proper notice will result in forfeiture of the payment so Landheim can pay the trainers for their time.

Due to high demand once a class has reached the maximum capacity of students accepted, customers will not be able to receive a refund or switch to another class unless the spot they will be vacating can be filled—no exceptions! If there is a need to drop out of a class or switch classes before the class has started, a customer can inform the Landheim office and efforts will be made to fill the vacated spot; however, there is no guarantee that the spot will be filled and that a refund can be provided or that the customer will be able to switch to another class. Once a class has started, no refunds or switching will be allowed unless the Landheim staff deems that there may be extenuating circumstances that require the customer to not remain in class, such as severe dog reactivity creating an unsafe situation. These will be handled on a case-by-case basis, is at the discretion of the trainers, and is not guaranteed. If after attending the first class the Pet Parents feels a class setting is not the appropriate training environment for the pet or Pet Parent, the Pet Parent may discuss options with the pet’s trainers; however, this must be done no later than 2 days prior to the second class session. This will be handled on a case-by-case basis, is at the discretion of the trainers, and is not guaranteed.

While we try to screen candidates for our “Board & Train” program before pets arrive at our facility, occasionally upon arrival or during the pet’s stay the trainers may determine that this type of training is not best suited for the individual pet for a variety of reasons. If the trainers determine that the pet may not be a suitable candidate on arrival, Landheim will offer different training options that may be more suitable for the pet. In this instance, Landheim will allow either a refund of the funds paid toward the “Board & Train” or can use the funds toward another training option. The Landheim trainers will make every reasonable attempt to accomplish training with the pet but will also not exceed a reasonable number of attempted training days before deciding on the eligibility of the pet remaining in the program. If this determination comes later into the pet’s stay, Landheim trainers will contact the Pet Parent and discuss options. These options can include the following; however, may exclude options based on the trainer’s discretion and/or situation of the Pet Parent:

- Extending the pet’s stay to allow more time to acclimate to the environment and training. This will increase the charges based on the posted training rates and will be due at the time of extension.
- Having the Pet Parent pick up the pet and switch to another type of training recommended by the trainer. Landheim will charge for the days training was attempted/accomplished at a “Day Training” rate. Any additional funds can be refunded to the Pet Parent or used toward another type of training.
- If the pet cannot be picked up from the stay, the pet can remain at Landheim for the rest of the expected stay, until the Pet Parent can retrieve the pet, or arrange for the pet to be retrieved. Landheim will charge for the days training was attempted/accomplished at a “Day Training” rate and any additional days included in the stay will be charged at the posted boarding rate.

While Landheim wishes to accommodate all its clients, there are limited spaces for housing pets and extending stays may not always be feasible. If there is adequate housing to extend the stay, there will be no additional fee for extending the stay; however, if there is not sufficient accommodations for the pet and they cannot be picked up or are left past the agreed upon stay, the pet may be placed in a kennel/crate to provide adequate accommodations for our other clients and result in an additional \$15/day charge.

Landheim is closed on major holidays; holidays and peak seasons are defined below:

- Spring Break Holiday: Begins March 15 through and includes April 15.

- Easter: Begins the Thursday immediately before Easter through and includes the first Monday following Easter Sunday. Closed on Easter, including classes.
- Memorial Day: Begins the Thursday immediately before Memorial Day through and includes the first Tuesday following Memorial Day. Closed on Memorial Day. Classes will not be held on Sunday and Monday of Memorial Day weekend.
- 4th of July: Begins July 1 through and includes July 10. Closed 4th of July, including classes; if the 4th of July falls on a Monday, classes will not be held the Sunday immediately prior.
- Labor Day: Begins the Thursday immediately before Labor Day through and includes the first Tuesday following Labor Day. Closed on Labor Day, including classes.
- Thanksgiving: Begins the Monday immediately before Thanksgiving through and includes the Monday following Thanksgiving. Closed on Thanksgiving, including classes. Classes will not be held on the Friday following Thanksgiving.
- Christmas and New Years: Begins December 20 through and includes January 8. Closed on Christmas Day and New Year's Day, including classes. Unless falling on a Sunday, which will result in business being closed as normal, Christmas Eve will observe shortened hours. Classes will not be held Christmas Eve and New Year's Eve.

Drop Off & Pick Up Policies

Pets may be dropped off for boarding starting at 9:00am on business days and as late as 4:00pm Monday through Friday and 12:00pm on Saturday. We require pets to arrive 1 hour before closing to allow our staff proper time to check in the pet and get them settled.

Pets can be picked up from boarding starting at 10:00am (unless they are receiving a departure service) and as late as 2:00pm Monday through Friday and 12:00pm on Saturday without incurring an additional day of boarding charge. Pets may be picked up Monday through Friday as late as 4:00pm but will be charged for an additional day of boarding.

*Pets receiving departure services will have services provided at the discretion of the groomer/bather; and therefore, cannot be guaranteed a pickup time. Staff will call Pet Parents when services are almost complete; Pet Parents will be expected to pick up the pet within 1 hour of the provided completion time. If a pet is required to stay past 2:00pm due to groomer/bather time constraints, Pet Parents will not be charged for an additional day of boarding. If a pet is finished after 2:00pm and is not picked up within the hour required for pick up (or before close of business, whichever occurs first), an additional boarding day charge will be applied. If a pet will not be ready for pick up until after business hours, a staff member will take payment over the phone and a staff member will be arranged to release the pet.

Grooming service appointments are scheduled in a manner to allow groomers/bathers ample time to provide service to each pet and arriving late may infringe on another pet's allotted appointment time. Due to this scheduling and high volume of services rendered, pets that arrive more than 30 minutes late for a scheduled grooming appointment may be turned away.

Pets that are not retrieved from grooming services by the provided time (within 1 hour of the given completion time) will incur an additional fee equal to ½ the posted boarding rate. Pets that are not retrieved by close of business—unless otherwise arranged—will be placed in our boarding facility to be held for pick up on the next business day and will incur an additional fee equal to the posted boarding rate.

Pets will not be accepted for drop off or released from care outside posted drop off and pick up hours unless previously arranged by a Landheim staff member. Pets being released outside designated hours must have any outstanding balances for services provided paid in full before the pet will be released—which must be handled ahead of time during business hours. This clause does not guarantee the availability of this service and is reserved for extenuating circumstances. While Landheim may have staff on site outside business hours, these staff members

are here to provide specific services, such as providing training or kennel care, and are not scheduled to provide release services, and in some instances, may not be trained to do so. If a Pet Parent arrives at the facility, the pet will not be released unless the above criteria have been met, and the Pet Parent may be turned away to retrieve their pet on the originally scheduled departure date.

Pet Separation

If any pet needs to stay at the Landheim facility longer than initially scheduled, it is the responsibility of the Pet Parent to contact Landheim before the scheduled departure (please see the charges and cancellations sections for a description of any fees involved with extending a stay). If a Pet Parent or authorized agent has not picked up a pet for 10 days past the last known departure date with no documented contact with Landheim staff, Landheim may consider the pet abandoned and at that time will be authorized to take appropriate action in accordance with state and local guidelines regarding abandoned animals. By signing this agreement, the Pet Parent acknowledges that Landheim cannot be held liable if the pet and Pet Parent become permanently separated.