

BOARDING AND TRAINING AGREEMENT

Seranoa Kennels, LLC ("Seranoa") and _____ ("Owner") agree to the following terms and conditions for the boarding and training of _____ ("Owner's Dog") by Seranoa.

1. Seranoa will use best efforts to develop Owner's Dog as a field dog companion. Depending upon the level of training of Owner's Dog upon arrival at Seranoa, the training may include obedience training, yard work, conditioning, exposure to released birds, and foot and/or horseback handling on native birds. Owner acknowledges and agrees that Seranoa has made no representation, warranty or guarantee as to the level of training Owner's Dog will achieve.

2. Seranoa will provide Owner with reports at reasonable intervals but not less than monthly, on Owner's Dog's development. Reports may be transmitted by e-mail, text or by telephone

3. Owner agrees to pay Seranoa boarding and training fees, as well as reimbursable expenses (including veterinary charges) as published on Seranoa's website, as the same may change from time to time. Seranoa reserves the right to revise its fee schedule with no less than 30 days' notice to Owner. All fees are due in advance on the first day of each calendar month; provided, however, that boarding and training fees will be prorated for any partial month. In the event fees are not received by Seranoa by the 15th day of any calendar month, Owner will pay a 5% late charge on any such fees not received by said date. Further, any fees not received by the 15th of the month shall bear interest at the rate of twelve percent (12%) per annum or the maximum rate allowed by law, whichever is less. In the event Seranoa pursues legal action to collect sums due hereunder, Owner agrees to pay court cost and reasonable attorneys' fees as allowed by law.

4. Owner authorizes Seranoa to incur on Owner's behalf and/or advance veterinary charges in the event Seranoa determines that Owner's Dog is experiencing an emergency medical condition. Arrangements for any veterinary treatment following an initial emergency treatment shall be determined between the Owner and the veterinary clinic or personnel caring for Owner's Dog. Seranoa will invoice Owner for any charges advanced and such charges shall be due Seranoa within 15 days or transmittal of an invoice by Seranoa. Failure of Owner to pay shall be subject to the same late payment fees and interest set forth in Paragraph 3 above.

5. Owner agrees Seranoa is not obligated to release Owner's Dog to Owner at the kennel, or ship Owner's Dog until all boarding and training fees and any veterinary charges for the dog have been paid. Notwithstanding the foregoing, Owner shall take possession of Owner's Dog at Seranoa's place of business within five (5) days of written notification from Seranoa to take the dog.

6. Owner acknowledges that field dog training necessarily involves risks to Owner's Dog which include, without limitation, the following: an adverse reaction to training (including the development of phobias, anxiety and other mental or emotional issues); inability to recover the dog following a training session (lost dog); injuries resulting from being struck by an automobile or horse; orthopedic injuries of undetermined cause; infections; snakebite and other animal attacks; kennel injuries; and respiratory illnesses associated with the ingestion of plants or other organic materials. **IN CONSIDERATION OF SERANOA'S UNDERTAKING TO PROVIDE BOARDING AND/OR TRAINING TO OWNER'S DOG, OWNER HEREBY RELEASES SERANOA, ITS AGENTS, EMPLOYEES, MEMBERS, OFFICERS AND DIRECTORS FROM**

ANY LIABILITY OF ANY NATURE WHATSOEVER RELATING THE BOARDING AND TRAINING OF OWNER'S DOG WHICH SHALL INCLUDE ACTUAL, COMPENSATORY OR PUNITIVE DAMAGES. FURTHERMORE, IN THE EVENT A COURT HAVING JURISDICTION OVER MATTERS RELATED TO SERANOA AND OWNER'S DOG DOES IMPOSE DAMAGES AGAINST SERANOA, SUCH DAMAGES SHALL BE LIMITED TO THE TOTAL AMOUNT OWNER HAS PAID SERANOA FOR SERVICES RELATED TO OWNER'S DOG.

7. In the event of a dispute relating to any matters set forth herein or other matters relating to Seranoa and Owner, exclusive jurisdiction shall be in the State of Montana and exclusive venue shall be in the courts of _____ County, Montana.

8. Owner and Seranoa agree that the terms and conditions of this Boarding and Training Agreement relating to _____ shall constitute a continuing agreement that will apply to any other dog which Owner may in the future deliver to Seranoa for boarding and/or training.

Seranoa Kennels, LLC

Owner

By: _____