

**RONIE'S FOR THE LOVE OF BIRDS  
BOARDING SERVICES CONTRACT**

Rona Leigh Wheelwright  
Ronie's For the Love of Birds, Inc.  
9187 South 700 East Sandy, Utah 84070  
801-561-8083

Bird Name \_\_\_\_\_

THIS BOARDING SERVICES CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Agreement"), by and between Ronie's for the Love of Birds, Inc. a Corporation company existing under the laws of the State of Utah (hereinafter designated as "Ronie's"), and \_\_\_\_\_ (hereinafter designated as "Owner"),  
Whose address is \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ PH \_\_\_\_\_  
HOME \_\_\_\_\_ PH CELL \_\_\_\_\_.

1. Ronie's agrees to board and feed bird(s) of the Owner, which is/are identified on the information sheet attached hereto, for \$\_\_\_\_\_ per day (the "Boarding Fee"). A Late fee of \$10 per bird per day will be charged if the bird is not picked up on the scheduled date.
2. There will be thirty (30) days prior notice of any price changes.
3. Ronie's does not routinely provide any veterinarian medical services hereunder, but merely agrees to provide the boarding facility and services set forth above. A feeding program shall be developed in keeping with generally accepted health and maintenance principles. Unless otherwise specified in writing, the bird(s) shall be fed according to the store schedule.
4. The Owner agrees to pay the Boarding Fee upon receipt of the invoice for such services. With the execution of this contract, the Owner also agrees that he/she has read and understands that the boarding services fee schedule is not a comprehensive list of the services provided by Ronie's and additional charges not listed on the schedule, may apply.
5. Owner will provide a toy for each bird or one will be provided by Ronie's for a reasonable charge.
6. Pre-Authorization is required for any third-party pick-up of bird(s), along with proof of identification in the form of a valid driver's license.
7. Owner does hereby warrant that his/her bird(s) are in good health and free from infectious avian disease(s).
8. Owner hereby authorizes emergency veterinarian/medical care for bird(s) in the event that Ronie's reasonably determines that such is necessary for the continued health, welfare, and general well-being of the bird(s). Owner acknowledges that Ronie's will determine the proper veterinarian or other medical provider for the bird(s) if needed. Further, the Owner hereby agrees to pay the veterinarian/medical provider directly for such services or will reimburse such costs to Ronie's, which may be rendered in the event that urgent veterinarian or other medical care is required.
9. A deposit in the amount of \$\_\_\_\_\_ per bird will be paid at, or prior to, the time of arrival of the Bird(s) at Ronie's unless otherwise waived by Ronie's. Deposits will be applied to boarding charges accrued by the Owner while their bird(s) is/are at Ronie's. All amounts due Ronie's or its veterinarian/medical provider shall be paid in full before the bird(s) will be released to the Owner for removal from Ronie's premises. The owner hereby grants to Ronie's an Agistor Lien as permitted pursuant to U.C.A. 38-2-1. In the event that the bird(s) is/are abandoned, Ronie's may use other remedies that are provided therein for abandoned livestock/domesticated animal. In the event ANY AMOUNT is delinquent more than thirty (30) days, including late charges, Ronie's may foreclose its lien on the bird(s) and other property. Any amounts from the sale or other disposition, in excess of the amount due plus interest (18% per annum) on the delinquent amount and costs and expenses of sale including reasonable attorney's fees, shall be delivered to the

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Owner at the above address or held for the Owner by Ronie's if the Owner cannot be contacted: no interest shall be paid on any such amount retained or held for Owner.

10. Abandonment of bird(s) is defined as any bird(s) left beyond the terms of the Boarding Contract described herein.
11. Ronie's reserves the right to terminate this Agreement with the Owner at any time.
12. In the event of an illness, accident or emergency, Ronie's shall attempt to notify the Owner before securing treatment for the bird, IF TIME PERMITS. If Owner does not provide medical treatment, Ronie's or its veterinarian is hereby authorized to provide the treatment at the Owner's expense. Non-payment shall constitute a default hereunder entitling Ronie's to take the action described in paragraph 9 of this Agreement.
13. Whenever there is any conflict between any provision of this agreement and any statute, law, regulation, or judicial precedent, the latter will prevail, but in each such event the provisions of this Agreement thus affected will be curtailed and limited only to the extent necessary to bring them within the requirement of the law. If any part, section, paragraph, or clause of this Agreement is held by a court of proper jurisdiction to be indefinite, invalid, or otherwise unenforceable, the entire Agreement will not fail on account thereof, but the balance of this Agreement will continue in full force and effect unless such construction would be clearly contrary to the intention of the parties or would be unconscionable.
14. This Agreement together constitutes the entire Agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by both parties. No waiver of any of the provisions of this Agreement will be deemed to or will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless expressed in writing by the party making the waiver.
15. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and if sent by registered or certified mail to the Owner at the last address he/she has filed in writing with Ronie's at its principal business offices at 9187 South 700 East. Sandy, Utah, 84070.
16. Except as may be otherwise provided herein, this Agreement shall be binding upon and insure to the benefit of Ronie's.
17. **No warranties or guarantees are given under this agreement and all warranties, express or implied including, but not limited to, implied warranties of merchantability and fitness for a particular purpose are disclaimed. In no event shall either Ronie's be liable to the owner for any special, incidental, exemplary, punitive, indirect, or consequential damages incurred by owner, whether in an action of tort, whether foreseeable or not, even if Ronie's has been advised of the possibility of such damages arising out of or in connection with the performance or non performance under this Agreement.**
18. Owner agrees to save, hold harmless and indemnify Ronie's, its employees, agents, landlord, members and managers, from and against any and all actions, suits, controversies, agreements, promises, damages, judgments or demands caused by any actions or omissions of Owner, whether in tort or contract.
19. Any and all costs of suit, including, but not limited to attorney fees, for the enforcement of the terms and conditions contained in this Agreement, will be paid by the Owner.
20. The choice of law for any dispute(s) arising under this Agreement will be the State of Utah.

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IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written. By \_\_\_\_\_ Owner (or Agent of Owner)

Date \_\_\_\_\_

BY \_\_\_\_\_ For Ronie's For the Love of Birds, INC.

DATE \_\_\_\_\_

**CREDIT CARD INFORMATION AND AGREEMENT**

I, \_\_\_\_\_, authorize Ronie's For the Love of Birds, Inc. to charge deposit/daily, weekly and/or monthly invoicing/unpaid fees to my:

( ) Visa ( ) Visa Check Card ( ) MasterCard.

Card Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Expiration Date: \_\_\_\_/\_\_\_\_

Name on Card (please print): \_\_\_\_\_

Address where CC bill mailed: \_\_\_\_\_

Card Holder's Signature: \_\_\_\_\_ CV Code \_\_\_\_\_

**PRICE LIST (NOT INCLUSIVE):**

<b>Large Bird (Macaw, Cockatoo)</b>	<b>\$12.50 / day</b>
<b>Medium Bird (Amazon, Grey)</b>	<b>\$10.50 / day</b>
<b>Small Bird (Pionus, Caique, Conures, Meyers)</b>	<b>\$ 8.50 / day</b>
<b>Extra Small Bird (Cockatiels)</b>	<b>\$ 5.50 / day</b>
<b>2 Extra Small Birds in the same cage</b>	<b>\$ 7.50 / day</b>

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BIRD ARRIVAL INFORMATION SHEET

**Owner Information:**

Name \_\_\_\_\_

Address \_\_\_\_\_ City, State, Code  
\_\_\_\_\_

Phone (Home) \_\_\_\_\_ Phone (Work) \_\_\_\_\_

Phone (Cell) \_\_\_\_\_

Employer \_\_\_\_\_ Employer Phone \_\_\_\_\_

Driver's License # \_\_\_\_\_ Social Security # \_\_\_\_\_

Emergency Contact (if owner cannot be reached) \_\_\_\_\_

**Bird Information:**

Name \_\_\_\_\_ Nickname \_\_\_\_\_

Breed \_\_\_\_\_ Band # (if one) \_\_\_\_\_

**Boarding Dates: Drop Off** \_\_\_/\_\_\_/\_\_\_ **Pick up** \_\_\_/\_\_\_/\_\_\_

Age \_\_\_\_\_

Vices, if any \_\_\_\_\_

Current Diet \_\_\_\_\_

(Owner must provide any supplements/special dietary needs. These must be approved by Ronie's).

Medication \_\_\_\_\_

(Owner must provide the medication. These must be approved by Ronie's ).

Health History / Special Needs: \_\_\_\_\_

Present Issues \_\_\_\_\_

**Veterinarian Information:**

Name \_\_\_\_\_ Clinic \_\_\_\_\_

Phone \_\_\_\_\_

**\*BIRD PICKED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_

Initial \_\_\_\_\_