

I. Subject matter of the agreement

Dogs Place undertakes to look after the dogs taken into care as well as possible, to give them species-appropriate accommodation, to keep feed and care for them according to their conduct and to observe the Animal Protection Act and its subsidiary provisions.

II. Conditions for admission

- 1) The agreement shall take effect upon signing of the kennel/care agreement by both parties, including the questionnaire and the T&C.
- 2) At the start of the agreement, the vaccination record and proof of a valid liability insurance for dogs shall be presented.
- 3) If the dog to be looked after is given medication, this is to be stated in a written form.
- 4) If veterinary attention is necessary during the stay, Dogs Place shall get in contact with the dog-owner without delay. If this is not possible, Dogs Place shall act according to its own due discretion. The costs connected therewith shall be borne by the owner.
- 5) Bitches on heat cannot be looked after. If a bitch goes on heat during her stay, the care must be stopped. Dogs Place shall assume no liability for gestation occurring during the time of care.

III. Exclusion of liability

- 1) Dogs Place rules its liability out to the scope admissible by law, i.e. it shall only be liable for malice aforethought and gross negligence in the event of injury to a dog provided to us, impairment of its health and in the event of damage to the objects provided by the dog-owner.
- 2) Costs of a vet and additional expenditure necessary if the dog becomes ill during its stay with Dogs Place shall be borne by the dog-owner, unless Dogs Place is answerable for this impairment to health within the framework of the exclusion of liability.
- 3) The dog-owner shall indemnify Dogs Place and its vicarious agents for all possible claims by third parties, to the extent that these claims are not based on malice aforethought and gross negligence.
- 4) Dogs Place shall not be liable for possible damage by dogs biting one another.
- 5) If a dog runs away while being brought or collected or during the care, despite precautionary measures, Dogs Place shall assume no liability.
- 6) If your dog destroys objects and inventory, the owner must indemnify the value.

IV. Specific conditions

- 1) If the dog can be proven to have had a contagious disease, this dog's owner shall bear all the costs incurred as a result for disinfection and treatment of all the dogs which have been infected.
- 2) Dogs Place reserves the right to put sick dogs which mean a danger for other dogs into individual accommodation or to stop the care.
- 3) Dogs Place reserves the right to exclude incompatible dogs from care. If the dog cannot be collected by the owner or by any other person without undue delay, it can be taken to other care (dogs' home) by Dogs Place at the owner's expense.
- 4) If a dog cannot be collected on the agreed date, the dog-owner shall be obliged to get in touch with Dogs Place by phone no later than 2 days before the expiry of the agreement.
- 5) If a dog is not collected three days over and above the agreed collection date and the kennels are not informed of the delay, Dogs Place shall be entitled to hand the dog to a dogs' home. The entire costs incurred, incl. the additional costs for the kennels which have been caused, shall be borne by the dog-owner.
- 6) Dogs Place reserves the right not to accommodate holiday dogs causing a noise at night, which are not house-trained or cannot remain alone in the kennels.
- 7) Dogs Place can reject acceptance of dogs without stating the reasons.
- 8) Dogs Place will reject acceptance on dogs on the black list.
- 9) Dogs Place can stop the care/accommodation of a dog at its own free discretion. If no good and sufficient reason exists, the costs paid in advance shall be reimbursed pro rata temporis.
- 10) Dogs Place can publish pictures of your dog on its homepage.
- 11) If you do not appear on the agreed day without a cancellation, the day will be completely charged.

V. Payment and cancellation

- The dog-owner undertakes to pay the care costs in advance. The day of hand-over as well as each calendar day shall be charged completely. Payment shall always be in cash.
- After agreement about transfer of the care costs, this must take place within 3 days. The bank account details can be seen from agreement no. 1.
- Day care: the dog-owner undertakes to cancel by telephone 24 hours before the planned care, otherwise the day shall be completely charged. In the event of a no-show despite a booking, the day shall be completely charged.
- Tickets shall lose their validity 2 years after the date of purchase.
- Kennels: the dog-owner can withdraw from the contract in writing free of charge up to 3 weeks before admission. Apart from this, the following costs shall be incurred in the event of withdrawal from the agreement:
 - up to 3 weeks before admission: no fees
 - up to 2 weeks before admission: 30% of the costs of the stay
 - up to 1 week before admission: 50% of the costs of the stay
 - less than 1 week before admission: 75% of the costs of the stay

VI. Severability clause

If a provision of the present agreement is partly or totally ineffective or later loses its legal effectivity, the validity of the remaining provisions shall not be affected. The ineffective provision shall be replaced by the statutory provisions.

Cologne, this _____ Signature, dog-owner _____ Signature, Dogs Place _____