

**INCA'S SECRET, LLC
BOARDING SERVICES CONTRACT**

Bird Name _____

THIS BOARDING SERVICES CONTRACT is made and entered into this _____ day of _____, 20____ (the "Agreement"), by and between Lisa Brandmeier dba Inca's Secret, LLC existing under the laws of the State of Washington (hereinafter designated as "Inca's"), and _____ (hereinafter designated as "Owner"), whose address is _____ City _____ State _____ Zip _____ HOME Phone _____ CELL Phone _____.

1. Inca'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 \$ _____ 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. Inca's does not routinely provide any veterinary 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 Inca'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 Inca's at the current retail price.
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 veterinary/medical care for bird(s) if Inca's reasonably determines that such is necessary for the continued health, welfare, and general well-being of the bird(s). Owner acknowledges that Inca's will determine the proper veterinarian or another 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 Inca's, which may be rendered if 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 Inca's unless otherwise waived by Inca's. Deposits will be applied to boarding charges accrued by the Owner while their bird(s) is/are at Inca's. All amounts due Inca's or its veterinarian/medical provider shall be paid in full before the bird(s) will be released to the Owner for removal from Inca's premises. The Owner hereby grants to Inca's a lien as permitted pursuant to RCW 60.10. In the event that the bird(s) is/are abandoned, Inca's may use other remedies that are provided therein for abandoned livestock/domesticated animal. In the event ANY AMOUNT is delinquent more than fourteen (14) days, including late charges, Inca'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 Owner at the above address or held for the Owner by Inca's if the Owner cannot be contacted: no interest shall be paid on any such amount retained or held for Owner.

Initial _____

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BOARDING SERVICES CONTRACT

10. Abandonment of bird(s) is defined as any bird(s) left beyond the terms of the Boarding Contract described herein.
11. Inca's reserves the right to terminate this Agreement with the Owner at any time.
12. In the event of an illness, accident or emergency, Inca's shall attempt to notify the Owner before securing treatment for the bird, IF TIME PERMITS. If Owner does not provide medical treatment, Inca's or its veterinarian is hereby authorized to provide the treatment at the Owner's expense. Non-payment shall constitute a default hereunder entitling Inca's to take action as 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 with its attachments 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 Inca's at its principal business offices at 8433 S. 212th St, Suite 105, Kent, WA 98031.
16. Except as may be otherwise provided herein, this Agreement shall be binding upon the parties hereto and inure to the benefit of Inca'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 Inca'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 Inca's has been advised of the possibility of such damages arising out of or in connection with the performance or nonperformance under this Agreement.**
18. Inca's makes all efforts to provide a healthy, safe and secure environment for your bird(s) during the boarding time. Due to the presence of multiple birds at Inca's, we cannot absolutely guarantee that your bird(s) will not be exposed to a contagious or infectious disease, or that your bird cannot escape or injure itself. Inca's will not take any responsibility for the injury or sudden death of any bird during the stay. Owner agrees to save, hold harmless, and indemnify Inca's, its employees, members, representatives (Agents), landlord, volunteers, 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.

Initial_____

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19. The Owner will pay any costs of suit, including, but not limited to attorney fees, for the enforcement of the terms and conditions contained in this Agreement.

20. The choice of law for any dispute(s) arising under this Agreement will be the State of Washington.

Initial _____

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 Inca's Secret.

DATE _____

CREDIT CARD INFORMATION AND AGREEMENT

I, _____, authorize Inca's Secret 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: _____ CVV Code _____

PRICE LIST (NOT INCLUSIVE):

Large Bird (Macaw, Eclectus, Umbrella or Moluccan Cockatoo) **\$30.00 / Night**

Medium Bird (Amazon, African Grey, Pionus, Patagonian Conures, Goffin's Cockatoo) **\$25.00 / Night**

Small Bird (Senegals, Greencheek or Sun Conures, Mini Macaws, Ringnecks, Tiels, etc.) **\$23.00 / Night**

BIRD ARRIVAL INFORMATION SHEET

Owner Information:

Name _____

Address _____

Phone (Home) _____ Phone (Work) _____ Phone (Cell) _____

Employer _____ Employer Phone _____

Driver's License # _____

Emergency Contact (if owner cannot be reached) _____

Bird Information:

Name _____ Nickname _____

Breed _____ Band # (if banded) _____

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 Inca's).

Medication _____

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

Health History / Special Needs: _____

Present Issues _____

Veterinarian Information:

Name _____ Clinic _____ Phone _____

Please list personal items brought for your birds stay (perches, toy/type, cage cover, etc):

***BIRD PICKED BY** _____ **DATE** _____

Additional Notes: