

BOARDING AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of January, 2022, by and between the CITY OF GOTHENBURG, DAWSON COUNTY, NEBRASKA, a municipal corporation, (hereinafter referred to as "CITY"), and the TAPROOT P.C. DBA EASTSIDE ANIMAL CENTER, a Nebraska corporation, (hereinafter referred to as "CENTER"), WITNESSETH:

WHEREAS, the CITY desires to enforce its Ordinances regarding loose dogs with its corporate limits; and

WHEREAS, CENTER is willing to provide services for the boarding, care and feeding, and disposal of unclaimed dogs for the CITY; AND

WHEREAS, the parties hereto desire to enter into the Agreement for the mutual benefits.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties do hereby agree as follows:

1. Through its agents and employees, the CITY shall have the right to deliver dogs found running loose within its corporate limits to CENTER during regular business hours, and CENTER agrees to act as the agent for the CITY for the purpose of boarding, care and feeding, and disposal of dogs found running loose within the corporate limits of the CITY.
2. CENTER agrees to provide proper boarding, care and feeding for all dogs delivered to it by agents or employees of the CITY at a rate to be filed on the attached rate sheet with the City Clerk. The CITY agrees to pay CENTER for the boarding, care and feeding of all dogs that it delivers to CENTER, regardless of whether the owner of the dog reimburses the CITY.
3. In the event any dog delivered to CENTER by agents or employees of the CITY is held for a period of one hundred twenty (120) hours without being claimed by its rightful owner or adopted by another person, CENTER shall properly dispose of said dog at a cost to be filed on the attached rate sheet with the City Clerk. CITY agrees to pay the cost of disposal of any dogs delivered to CENTER by its agents and employees if such dogs are unclaimed at the end of the one hundred twenty (120) hour period.
4. CENTER will provide injured or sick animals only minimal and acceptable medical attention to stabilize or comfort patient. It is mandatory that all animals brought into the center shall be given a flea treatment of the CENTER's choice. Further medical services will be provided only with acceptance of financial responsibility by CITY or owner. Under critical or life threatening conditions, CENTER reserves the right to humanely euthanize the animal to prevent the prolongation of pain and suffering.

5. If any owner of a dog delivered to CENTER by the agent or employee of the CITY desires to reclaim his dog, the owner must pay all charges incurred by the CITY hereunder, by either paying the CITY directly or paying the CENTER directly. The owner of any dog desiring to reclaim a dog from the CENTER must show proof that the charges have been paid to the CITY and provide proof of rabies vaccination before the dog will be released.
6. Animals presented with potential human or animal rabies exposure are required by Nebraska Department of Health to be observed in confinement for ten (10) days or euthanized immediately and the brain sample submitted for rabies analysis. CENTER will evaluate each individual situation for correct disposition. Extra fees, lab fees and extra incurred fees will be discussed by CENTER with CITY at beginning of each case.
7. Fractious or vicious dogs will be managed with strict regard to safety of CENTER personnel and staff, clients, and client's patients. Early euthanasia request will be presented by CENTER to CITY for unmanageable dogs.
8. This Agreement shall remain in full force and effect until amended, modified or terminated upon written request by either party.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

CITY OF GOTHENBURG
DAWSON COUNTY, NEBRASKA

Attest:

City Clerk

EASTSIDE ANIMAL CENTER

Randy Burge DVM

BOARDING AGREEMENT
RATE SHEET

Effective Date: January 1, 2022

This rate sheet must be on file with the City Clerk. All payments to the Gothenburg Animal CENTER will be based on sheet on file. The Clerk shall also file any newly filed sheet with the Mayor and City Council.

Rates:

I. Boarding, Care and Feeding:

\$12.50 per day for large dogs.

\$11.50 per day for small dogs.

\$11.50 per day for cats.

\$5.10 one-time charge for flea treatment

II. Disposal

\$50.00 for large dogs.

\$40.00 for small dogs.

\$40.00 for cats.

EASTSIDE ANIMAL CENTER

Randy Burge DVM