



**SVENSKA
KENNELKLUBBEN**
HUNDÄGARNAS RIKSÖRGANISATION

BOARDING AGREEMENT FOR DOG

The following agreement has been drawn up between the dog owner and recipient stated below.

DOG			
Breed		Date of birth	Gender <input type="checkbox"/> Male <input type="checkbox"/> Bitch
Name		Reg. number	
Vaccinated <input type="checkbox"/> No <input type="checkbox"/> Yes, certificate attached	Inspection certificate attached <input type="checkbox"/> Yes <input type="checkbox"/> No	ID marking <input type="checkbox"/> Chip <input type="checkbox"/> Tattoo	ID number
Life insurance <input type="checkbox"/> Yes	Veterinary care insurance <input type="checkbox"/> Yes	If Yes, state insurance company	
Allergies			
Illnesses			
Medication			
Fears / other			

OWNER		
First name and surname	Corporate / personal ID number	
Address	Telephone number	
Postal code	City	E-mail address
Liability insurance in place <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, state insurance company	

CONTACT (other than the owner)		
First name and surname	Telephone number	E-mail address

BOARDING PROPRIETOR / RECIPIENT OF THE DOG		
First name and surname	Corporate / personal ID number	
Address	Telephone number	
Postal code	City	E-mail address
Liability insurance in place <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, state insurance company	

TIME AND COST
The boarding period runs from ___ / ___ 20___, until further notice, but not later than ___ / ___ 20___.
A notice period of ___ days is applicable during the boarding period.
A boarding fee of SEK _____ per day (of which SEK _____ VAT) is payable.
Food to be provided by <input type="checkbox"/> the owner <input type="checkbox"/> the recipient
If food is provided by the owner, this must be sufficient for the dog's entire stay. Should there not be enough food, the dog will be fed at a cost of SEK _____ per day.

PAYMENT	
A boarding fee of SEK _____ for the period stated above has been <input type="checkbox"/> paid in advance <input type="checkbox"/> is payable on collection	
Receipt acknowledged	Place and date



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RESPONSIBILITIES

The receiver is not responsible for illness or injury caused by fire, accident, or other means that the dog might suffer during the boarding period which are not covered by insurance. The dog owner is responsible for all veterinary expenses that are necessary during the boarding period unless the costs arise from the recipient's negligence or malicious intent.

If liability to a third party arises during the boarding period, the recipient shall be responsible for the costs incurred by the recipient's negligence or malicious intent.

WRITTEN GUARANTEE

The owner/custodian of the dog subject to this boarding agreement certifies that the details provided above are correct and agrees to the stated boarding fee. The owner further undertakes to pay the fees incurred and any veterinary costs no later than the time of collection and agrees to provide the dog as security for these.

If the dog is not collected within three days after the agreed time, or on request, double the boarding fee will be payable. If the fee was SEK 0 during the agreed period, it will then be SEK _____ per day.

If the dog is not collected within 14 days after a request has been sent to do so by registered post to the undersigned owner, the recipient is entitled to deal with the dog in the way that seems best for covering the boarding fees and other expenses incurred.

The recipient shall be absolved of liability for equipment/supplies etc. that accompanied the dog, provided that the recipient has not acted negligently or with malicious intent.

SIGNATURES

The recipient has received the above-named dog on the date stated below and hereby undertakes to take the best possible care of it. Should the dog fall ill during the boarding period, the owner or contact person stated above will be notified and veterinary services used as appropriate at the owner's expense.

Place and date	Place and date
Owner's signature	Recipient's signature



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The parties' liability for damages and insurance coverage

Liability of the dog owner

The first paragraph of the Swedish Act on the Supervision of Cats and Dogs (SFS 2007:1150) applies to the dog owner's liability in respect of damages: *Dogs and cats must be kept under a level of supervision and managed as necessary in view of their nature and other circumstances in order to prevent them causing damage or serious inconvenience.* Section 19 of the first paragraph states the following: *Damage caused by a dog must be compensated for by its owner or custodian, even if he or she is not at fault. The compensation paid by the owner or custodian may be reclaimed from the entity that caused the damage.* This means that even if the dog owner is totally blameless for any damage, he or she is liable to pay compensation if a third party chooses to seek compensation from the owner of the dog. This liability for damages – known as *strict liability* – also applies to those taking care of the dog for any period of time, such as for dressage, hunting, to see what it's like to care for a dog, or during the owner's absence. Liability for damage caused by the dog is joint and several, and the victim may therefore choose to claim compensation from either the owner or the recipient. If the owner is liable to pay compensation to a third party, under this agreement he or she is entitled to recover the amount from the recipient provided that the damage occurred due to the recipient's negligence or malicious intent.

Liability insurance

All dog owners should take out liability insurance, usually in the form of a home insurance policy *covering damage caused by the family dog.* If a dog owner is liable for damages, he or she may fall back on their insurance for the amount he or she is liable to pay in compensation to the victim, less any insurance excess where applicable.

If the owner is away travelling and leaves the dog with an acquaintance and the dog causes damage (bites someone, pushes someone over, etc.) the dog owner and temporary custodian may be jointly and severally liable to pay compensation for the damage. *Joint and several liability for compensation means that the victim may claim compensation from whomever of these two parties he or she wishes.* If one of the parties to this agreement is a breeder/trader, other insurance coverage in addition to home insurance may be required (e.g. professional indemnity insurance or kennel supplement) in order to be protected. It is wise to review the insurance coverage that is in place to ensure that it is sufficient.

Life insurance and veterinary care insurance

Someone who loses a dog may receive financial compensation by taking out a life insurance policy for the dog. Compensation is payable if *a dog dies due to illness or injury, must be euthanised on the advice of a vet, or is lost.* In some cases, partial compensation may be paid. This insurance is usually combined with veterinary care protection. The cost of visiting a vet can be very high. Insurance covers the full amount up to the amount insured less any excess. However, compensation is *not* payable for travel and transport, and generally not for prescribed medication. Supplementary policies are available, however. Such life and veterinary care insurance applies even if the policyholder/owner temporarily leaves the dog in the care of, for example, an acquaintance. For an individual dog owner with home insurance, the dog forms part of the owner's personal estate. This means that, e.g., *compensation is generally paid under a home insurance policy if, e.g., the dog is injured or killed as a result of a fire.*

Examples of situations that may arise

1a. The dog bites and injures or kills another dog, or the dog runs away and causes damage resulting from this

In this case the owner and the person taking care of the dog, i.e. *the recipient*, are jointly and severally liable. The victim may claim compensation from whomever of these two he or she wishes. If the owner of the dog lacks home insurance and their financial situation renders them unable to pay compensation, *the recipient may have to pay the damages in full.* The only way they can protect themselves from this eventuality is to take out professional indemnity insurance or home insurance that *includes coverage for damage caused by a dog.*

1b. The dog being looked after causes damage to the recipient's own property

The strict liability of the dog owner cannot be invoked if the dog damages the recipient's own property during the boarding period. If the dog causes damage to such property, the recipient bears this risk. If the recipient has accidental damage protection as part of their home insurance, compensation may be payable from the recipient's own home insurance.

2. The dog being looked after injures itself

There must be a question of fault for compensation to be payable by the recipient. If (in the case above) the dog has unquestionably hurt itself due to the recipient's negligence – e.g. due to not shutting the dog in securely – the recipient is liable to pay for the dog's veterinary care. Before accepting the dog into their care, the recipient should make sure that the dog has life and veterinary care insurance, as well as ensure that they themselves have valid liability insurance.

If there is no fault involved – e.g. the dog has been injured purely by accident – the recipient is not liable to pay compensation for veterinary costs or the dog's life value. The owner is liable for these costs, and they can insure themselves against this risk by taking out a life and veterinary care insurance policy.

3. The dog runs away and cannot be found or is found dead

If the recipient is considered to be at fault – e.g. by neglecting to ensure that the dog was locked in safely – then the recipient is liable to pay the owner compensation equivalent to the dog's value. If there is no fault on the part of the recipient, the owner is liable. The owner can insure themselves against this risk by taking out a life insurance policy.

Disclaimer

A recipient *cannot absolve themselves of liability to third parties.* If a dog being looked after runs away and causes a traffic accident, or bites someone or another animal, *any disclaimer is invalid.* This means that despite any disclaimer, the recipient and owner are jointly and severally liable towards the injured party. However, nothing prevents the owner and recipient from agreeing who will bear the final internal liability between them.

Under this agreement, liability to third parties incurred by the owner during the boarding period must be repaid to the owner by the recipient provided that the recipient has shown negligence or malicious intent.

Conclusion

The individual dog owner should ensure that he/she has home insurance and that the dog has life and veterinary care insurance. The recipient should ensure that he/she has liability insurance/professional indemnity insurance that covers liability for damage caused by the dogs he/she receives. It should also be ensured that the dogs received are covered by life and veterinary care insurance at an adequate level and that the owner also has liability insurance covering damage caused by dogs in the home.