



**ANIMAL BOARDING AGREEMENT - PARC DU FUTUROSCOPE KENNEL**

**Between the undersigned:**

**Société du Parc du Futuroscope**, a Limited Liability Company with a board of directors and a supervisory board, with a share capital of €6,504,455, whose registered office is located at JAUNAY-CLAN - 86130 JAUNAY MARIGNY, registered with the Trade and Companies Register of Poitiers under number B 444 030 902, represented by Mr. Rodolphe BOUIN, in his capacity as Chair of the Board of Directors, duly authorised for the purposes hereof,

Hereinafter referred to as “**Futuroscope**”,

**Party of the first part,**

**And:**

**(Surname, first name, address, mobile number of the Owner to be contacted in case of emergency)**

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.....  
.....  
.....  
.....

Hereinafter referred to as the “**Owner**”

**Party of the second part,**

And hereinafter referred to individually as the “**Party**” or collectively as the “**Parties**”.

**THE UNDERSIGNED RECITE AS FOLLOWS:**

During their visit to Parc du Futuroscope, the Owner of an animal (hereinafter the Animal) wishes to board the Animal at the Parc du Futuroscope Kennel, Accueil Animaux (hereinafter the Kennel).

The Parties agree on the conditions governing the Animal’s boarding at Parc du Futuroscope Kennel for the agreed duration.

**CONSEQUENTLY, THE PARTIES HAVE MET AND AGREED AS FOLLOWS:**

### **ARTICLE 1. PURPOSE OF THE AGREEMENT**

The purpose of this Agreement is to set out the terms and conditions under which the Kennel shall accommodate the Animal during the visit and for each day of the Owner's visit to Parc du Futuroscope (hereinafter the Stay).

It is specified that the Animal's Stay at the Kennel shall commence at the time Parc du Futuroscope opens and shall end at the time it closes. No animal may stay at the Kennel during Parc du Futuroscope's closing times.

Parc du Futuroscope's opening and closing times are stated on Parc du Futuroscope website:

<http://www.futuroscope.fr>

**The Animal's identification number:**

### **ARTICLE 2. ACCEPTED ANIMALS**

The Kennel shall only accept animals matching the characteristics listed in the internal regulations, i.e. only a cat or a dog (save for category I and II dogs). All Animals not matching such criteria or considered Exotic Animals (Nouveaux Animaux de Compagnie, NAC) shall not be accepted.

### **ARTICLE 3. OBLIGATIONS INCUMBENT ON THE OWNER**

On signing this Agreement, the Owner declares that he/she has read and accepts the Kennel's internal regulations in force on the day the Animal is boarded (see Annex 1).

Throughout the Animal's Stay at the Kennel, the Owner agrees to visit his/her Animal to take it out of its cage, for it to do its business or for any other reason which might justify the Animal's temporary removal from its cage. Kennel staff shall not interact with the Animal and shall not remove it from its cage for any reason whatsoever.

Similarly, feeding of the Animal is at the Owner's discretion for the duration of the board.

For the Animal to stay at the Kennel, the Owner shall pay a fixed daily charge the amount of which shall be determined based on the duration of the Stay, the number of Animals placed in Boarding by the owner and the water expenses incurred by Parc du Futuroscope.

On arriving at Parc du Futuroscope, the Owner agrees to deposit the Animal under the conditions set out by the Kennel's internal regulations. He/she also agrees to inform the staff of any illness contracted by the Animal prior to entering the Kennel. In addition, he/she shall alone be responsible for bringing the Animal in and taking the Animal out for the duration of its Stay at the Kennel.

At the end of the Stay, the Owner agrees to retrieve his/her Animal. As specified in the internal regulations, any Animal not retrieved at Parc du Futuroscope's closing time shall be considered abandoned and handed over to the competent organisations.

#### **ARTICLE 4. OBLIGATIONS INCUMBENT ON THE FUTUROSCOPE**

For the duration of the Animal's stay as defined under the Agreement, the Futuroscope agrees to watch and guard the Animal. As such, for the duration of this Agreement, the Futuroscope agrees to provide water in sufficient quantity to the Animal. It is specified that, in accordance with the internal regulations, the service provided by the Kennel's staff is limited to the distribution of water.

At the end of the Stay, the Futuroscope agrees to return the Animal to its Owner. As specified in the internal regulations, any Animal not retrieved at Parc du Futuroscope's closing time shall be considered abandoned and handed over to the competent organisations.

Where the Animal presents symptoms after being placed on board at the Kennel, the Futuroscope agrees to contact the Owner to inform his/her and to allow him/her to retrieve his/her Animal.

In any case, the Futuroscope's service shall be limited to the contents of the Kennel's internal regulations.

#### **ARTICLE 5. DISEASE, INJURY AND OTHER NUISANCES**

Pursuant to the internal regulations, in order to enter the Kennel, the Owner must provide an up-to-date vaccination record specifying that the Animal has been vaccinated.

If, after the appearance of symptoms, the Owner does not retrieve his/her Animal to provide necessary care or if the Animal requires urgent care, the Kennel shall contact the veterinarian of its choosing to have such care provided, at the Owner's expense, unless the Owner has expressed otherwise in writing. No action on any basis whatsoever may be taken by the Owner.

The Owner cannot seek Parc du Futuroscope's liability in the event of the Animal's death unless he/she provides evidence of negligence on Parc du Futuroscope's part and a link between said negligence and the Animal's death. The Animal's death shall give rise to the reimbursement of the fixed charge paid for the Animal's stay to the Owner.

Parc du Futuroscope's liability cannot be incurred where the Animal contracts a disease, virus or suffers harm during its stay at the Kennel, unless the Owner can provide evidence of a fault on Parc du Futuroscope's part.

Should a fault on Parc du Futuroscope's part be proven, its liability, whatever the nature, shall be limited to an amount matching 50 (fifty) times the daily fixed rate spent by the Owner, excluding as of right any additional damages.

#### **ARTICLE 6. PERSONAL DATA**

For the performance of this Agreement, the Futuroscope, in its capacity as data controller, may collect and process personal data. For this purpose, it agrees to comply with the obligations set out under this Article.

For the purposes of this article, the terms "personal data", "process/processing", "data controller", "processor", "transfer", "transfers", "personal data breach" shall have the meaning allocated to them under Act no. 78-17 of 6 January 1978 on Information Technology, Data Files and Civil Liberties (referred to as the "Data Protection" Act), the Act for Confidence in the Digital Economy of 21 June

2004, the Act for a Digital Republic of 7 October 2016, European Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and any subsequent legislative or regulatory text (hereinafter referred to together as “Regulations on personal data”).

In the context of their contractual relationship, the Parties agree to comply with Regulations on personal data.

#### 6.1. Description of the processing under this agreement

The Futuroscope collects and processes personal data necessary for the provision of the services defined under Article 1. Personal data are collected in the context of this Agreement.

#### 6.2. Futuroscope’s undertakings

For this purpose, the Futuroscope agrees to:

- Process personal data only for the purpose of Article 1, i.e. collect the Owner’s personal data for the duration of this Agreement in order to contact it in case of emergency;
- Not transfer data to a third country or international organisation;
- Guarantee the confidentiality and security of personal data processed under this Agreement;
- Ensure that the persons authorised to process the personal data under this Agreement have committed themselves to respecting their confidentiality or are under an appropriate statutory obligation of confidentiality;
- Destroy all data upon expiry of the legal storage period.

#### 6.3. Data subject’s rights

The Futuroscope agrees to respond to all requests made by data subjects to exercise their rights (right of access, to rectification, erasure and to object, right to restriction of processing, right to data portability, right not to be subject to an automated individual decision).

Where the Owner makes a request to the Futuroscope to exercise his/her rights, the former must send his/her request without undue delay by email to the following address: [privacy@futuroscope.fr](mailto:privacy@futuroscope.fr).

#### 6.4. Notification of personal data breaches

The Futuroscope agrees to notify the CNIL of any personal data breach or security incident (including unauthorised access) or of any suspected incident which places or could place the personal data at risk within a maximum period of seventy-two (72) hours after becoming aware of such breach or incident.

On notification, the parties will act in coordination to manage the consequences of a personal data breach.

#### 6.5. Data protection officer

Processing is carried out under the responsibility of Parc du Futuroscope, represented by Rodolphe Bouin, acting in the capacity of Chair of the Board of Directors, and whose contact details are as follows: Parc du Futuroscope CS 52000 - 86133 Jaunay-Clan Cedex. It is also the recipient of the data collected.

Parc du Futuroscope has designated a **data protection officer**, whose contact details are as follows: Michel BOUIN - Protection des données personnelles - Parc du Futuroscope CS 52000 - 86133 Jaunay-Clan Cedex, 05 49 49 50 68, [privacy@futuroscope.fr](mailto:privacy@futuroscope.fr).

#### 6.6. Exercising rights

The Owner has the right to access personal data concerning him/her, to have such data rectified or erased, to transfer them or to have them transferred to a third party, to obtain the restriction of processing or to object to such processing. Parc du Futuroscope agrees to comply with its request subject to compliance with the legal obligations incumbent upon it.

In addition, the Owner has the right to withdraw his/her consent for the processing of data concerning him/her at any time, without affecting the lawfulness of the processing carried out prior to said withdrawal.

The Owner may exercise these rights:

- By post to the following address: Michel Bouin – Service Protection des données personnelles (Data Privacy), Parc du Futuroscope CS 52000 - 86133 Jaunay-Clan Cedex; or
- By email to the following address: [privacy@futuroscope.fr](mailto:privacy@futuroscope.fr)

To ensure confidentiality and to protect the Owner's personal data, the Futuroscope must be able to check his/her identity in order to respond to his/her request. To do so, in support of any request to exercise the abovementioned rights, the Owner must attach a photocopy of an identity document indicating the date and place of birth and containing his/her signature, and this pursuant to the provisions set out in Act no. 78-17 of 6 January 1978 referred to as the 'Data Protection Act', Article 92 of the Decree of 20 October 2005 implementing said Act, and Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

Lastly, the Owner has the right to send a complaint to the CNIL where he/she considers that his/her rights have not been respected. The CNIL's contact details are as follows:

#### **Commission Nationale de l'Informatique et des Libertés**

3 Place de Fontenoy  
TSA 80715  
75334 PARIS CEDEX 07  
France  
Tel.: +33 (0)1 53 73 22 22  
Fax.: +33 (0)1 53 73 22 00  
<https://www.cnil.fr/fr/plaintes>

#### **ARTICLE 7. TERM OF THE AGREEMENT**

This Agreement is concluded for the duration of the Animal's stay in the Kennel. It is reminded that the Kennel's opening times mirror Parc du Futuroscope's opening times. As such, the Kennel closes at Parc du Futuroscope's closing time. This Agreement shall therefore take effect on the first day the Animal is deposited at the Kennel, at the time of deposit, i.e. on ...../...../..... .



This Agreement shall end on the day the Animal is removed from the Kennel, at the time of its removal by its Owner, i.e. on ...../...../..... . Failing this, this Agreement shall end on the planned day of removal of the Animal at the time Parc du Futuroscope closes.

**ARTICLE 8. ABANDONMENT**

The Owner is responsible for his/her Animal. Any Animal not retrieved at Parc du Futuroscope’s closing time shall be considered abandoned and handed over to the competent organisations. As such, no liability of any nature may be sought against Parc du Futuroscope where the Animal has been handed over to organisations responsible for abandoned animals.

**ARTICLE 9. TERMINATION**

Where one of the Parties fails to fulfil any of its obligations hereunder, the other Party may immediately terminate the Agreement as of right, without prejudice to any damages.

**ARTICLE 10. FORCE MAJEURE**

Neither of the Parties shall be held liable for any failure to perform its obligations due to an unforeseeable, insurmountable and external event.

Notwithstanding the above, the defaulting Party agrees to immediately inform the other Party of such an event as well as of the consequences of said event, and to make every effort to limit the effects of said failure to perform.

**ARTICLE 11. VARIOUS PROVISIONS**

This agreement is explicitly and decisively concluded on an intuitu personae basis. It cannot be assigned in any form to a third party without the other Party’s prior and written consent. Failing a response from the notified Party within a period of one month as from the date of notification, said party shall be considered to have refused the assignment.

This agreement, including its preamble and annexes, constitutes the entirety of the agreement between the Parties. It cancels and replaces all prior written or verbal documents and commitments.

This agreement may only be modified by written amendment signed by each of the Parties.

**ARTICLE 12. MANDATE**

The mandate enables the Owner of the Animal to give a person appointed by him/her the power to act as the person responsible for the Animal during its stay at Parc du Futuroscope. If absent or unreachable, the Owner shall provide the contact details of a person responsible for the Animal below:

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**ARTICLE 13. APPLICABLE LAW/JURISDICTION**

This agreement is governed by French law.

In the absence of an amicable agreement, any dispute between the Parties pertaining to the existence, validity, interpretation, performance or termination of this agreement shall come under the jurisdiction of the Poitiers courts.

**ARTICLE 14. ANNEXES**

Annex 1: Parc du Futuroscope Kennel's Internal Regulations - Accueil des Animaux

Done in JAUNAY-CLAN, on ...../...../..... in two (2) original copies,

**The Owner**

.....

**Parc du Futuroscope**

Mr. Rodolphe BOUIN

Chair of the Board of Directors

## **ANNEX 1: PARC DU FUTUROSCOPE KENNEL'S INTERNAL REGULATIONS - ACCUEIL DES ANIMAUX**

Accueil des Animaux is strictly reserved for pets belonging to visitors of the Futuroscope site. Accueil des Animaux reserves the right to refuse any animal other than cats and dogs and **does not accept category I and II dogs**.

The service provided by Accueil des Animaux is limited to the distribution of water.

Accueil des Animaux staff may under no circumstances walk an animal. Each visitor depositing an Animal is responsible for its outings and daily walks during its stay.

Cages shall be cleaned after the animal's definite departure.

A fixed daily charge shall be owed for the accommodation of any animal and shall vary depending on the duration of the stay, the number of dogs and/or cats and shall include water costs.

The number of visitors with access to the cages is restricted to one person at a time.

Visitors are prohibited from feeding or stroking animals of which they are not owners or guardians.

Only one person shall be authorised to accompany the animal into the kennel.

Transferring the animal to the kennel box on arrival, from the kennel box on departure and during any entrances/exits from the kennel box for walks shall only be carried out by the owner of the animal, under his/her sole liability.

### **Tariffs**

€10 per day per box (+€2 per extra animal).

### **The animal must meet the following conditions:**

- Be at least three months of age;
- Be identifiable by a tattoo or microchip, and have a document certifying its identification;
- Have a vaccination record indicating that the animal has been vaccinated (vaccinations must be up to date):
  - against distemper, parvovirus, leptospirosis, kennel cough and contagious hepatitis for dogs;
  - against infectious leukopenia for cats.
- Have a European passport for all animals from an EU member state (also useable for an animal from Andorra, Iceland, Liechtenstein, Monaco, Norway, San Marino, Switzerland and the Vatican; a unique model at European level and ensures that the animal is identifiable and has been vaccinated against rabies);
- For animals from a country outside the EU, the animal must be fitted with a microchip or an electronic chip, be vaccinated against rabies and have undergone a rabies antibody titration test (depending on the country). Any pet from a foreign country outside the EU must be accompanied by an original and valid health certificate established by an official veterinarian in the country of origin.
- Must not have been in contact with animals with rabies during the last six months and must not be subject for this reason to restrictions by health authorities in the country of exportation.

Where an animal requires urgent care, Accueil des Animaux is authorised, unless otherwise specified in writing by visitors, to call on a veterinarian of its choosing and this, at the visitor's expense and without any action of any nature being open to the visitor against the Société du Parc Futuroscope and/or its insurers.

Any animal entrusted to Accueil des Animaux by a visitor is only entrusted for the duration of the visitor's visit or stay within the Futuroscope site.



To this effect, it is specified that where the duration of the stay exceeds one day, as Accueil des Animaux is not open at night, the Animal must be retrieved each evening, on closure of Parc du Futuroscope.

Each visitor depositing an animal to Accueil des Animaux must check the opening and closing times of Accueil des Animaux.

Any animal not retrieved at Parc du Futuroscope's closing time shall be considered abandoned and handed over to the competent authorities and organisations.

Société du Parc du Futuroscope and its insurers are expressly released from any liability for diseases contracted or harm suffered or caused to an animal during its stay at Accueil des Animaux as well as for harm caused by animals entrusted to Parc du Futuroscope, save for cases in which the visitor is able to provide proof of a fault committed by Accueil des Animaux. In any case, Société du Parc du Futuroscope's liability, whatever the legal grounds, shall be limited to the equivalent of 50 (fifty) times the daily charge, excluding all other damages.

The exclusive jurisdiction of the Poitiers courts and French law shall apply to all disputes arising during an animal's stay at Accueil des Animaux.

Pursuant to the provisions of Article L521-1 of the French Criminal Code, it is reminded that the voluntary abandonment of a domestic, domesticated or captivated animal is an offence punishable by the penalties set out in said article, i.e. a fine of 30,000 euros (thirty thousand euros) and 2 (two) years of imprisonment.

We thank you in advance for your understanding and cooperation.