



Client Agreement (9/2024)

Owner Name: _____ Phone: _____

Dog Name: _____ Breed: _____ Sex: _____

Dog Name: _____ Breed: _____ Sex: _____

Dog Name: _____ Breed: _____ Sex: _____



Pawderosa Ranch agrees to exercise due and reasonable care in the handling of dogs, and in keeping the facility properly enclosed and sanitary. Owner recognizes and accepts potential risks involved in Daycare, Lodging, Grooming and Training. All dogs are cared for by Pawderosa Ranch staff without liability on Pawderosa Ranch's part for loss or damage from disease, theft, fire, death, escape, injury, or harm to persons, other dogs, or property by said dog(s), or for other unavoidable causes, due care and diligence having been exercised. It is expressly agreed by Owner and Pawderosa Ranch that Pawderosa Ranch's liability shall in no event exceed the lesser of the current chattel value of a pet of the same species or the sum of \$250.00 per animal admitted.

_____ I recognize that **THERE ARE INHERENT RISKS OF ILLNESS OR INJURY** when dealing with animals. Such risks include, but are not limited to, problems resulting from rough play and outdoor elements.

Notice: Per Texas Law HB2063, Chapter 824, Pawderosa Ranch hereby informs Owner that dog(s) will be left secured but unattended overnight from 7:00 p.m. to 6:30 a.m. every day of the year. Also, Owner is informed that there is no fire protection sprinkler system in the facility.

_____ I understand and consent that **MY DOG(S) WILL BE LEFT SECURED BUT UNATTENDED** overnight from 7:00pm to 6:30am every day of the year.

Owner agrees to take full responsibility for taking precautions against contagious illness and parasite exposure by consulting their own veterinarian, and also agrees to notify Pawderosa Ranch of any known exposure of the dog(s) to a communicable disease. Owner agrees to maintain current vaccinations as required by Pawderosa Ranch: Rabies, Distemper, Parvovirus and Bordetella. Owner agrees to provide proof of preventative flea/tick treatment and to be financially responsible for any required treatment for fleas/ticks, if determined necessary by Pawderosa Ranch. By signing this Agreement and leaving the dog(s) with Pawderosa Ranch, Owner certifies to the accuracy of all information given about said dog(s) and accepts all risks of injury incurred in Daycare, Lodging, Grooming and Training.

Pawderosa Ranch reserves the right to deny admittance to Owner's dog(s) for any reason at any time. Owner also agrees to take full and financial responsibility for any damage or injury caused directly by the behavior of his/her dog(s) towards another dog, person, or property.

_____ I understand and agree that in admitting my dog(s) to Pawderosa Ranch, the facility has relied on my representation that **MY DOG(S) IS/ARE IN GOOD HEALTH AND HAVE NOT HARMED** or shown aggressive or threatening behavior towards any person or any other dog.

_____ I agree that **I WILL ASSUME FULL FINANCIAL RESPONSIBILITY** for any damage or injury caused directly by the behavior of my dog(s) to another dog, person, or property.

In the Event of an Emergency, Pawderosa Ranch staff will first attempt to contact Owner, followed by an attempt to contact the emergency contact person listed. Pawderosa Ranch may also directly contact the veterinarian listed, or an alternate veterinarian, if the circumstances are deemed such that immediate treatment is necessary. Pawderosa Ranch staff retains sole discretion in emergency matters, without liability, and the Owner of the dog(s) agrees to pay for all medical treatments received, including transportation to a veterinary facility.

_____ I understand and agree that any problem that develops with my dog(s) will be treated as deemed best by Pawderosa Ranch staff, in their sole discretion, and that **I ASSUME FULL FINANCIAL RESPONSIBILITY** for any and all expenses involved.

Charges Are to be Paid Upon Departure of the Dog from the Facility. Owner agrees that the dog(s) shall not leave Pawderosa Ranch until all charges due are paid by Owner or proper payment arrangements are agreed upon by both parties. Dog(s) must be picked up no later than 7:00pm Monday through Friday, 11:00am on Saturday and 5:00 pm Sunday. A late charge of \$1.00 per minute after the times listed above will be applied and Owner agrees to pay this charge. A handling fee of \$15 per calendar day will be applied as deemed necessary by Pawderosa Ranch staff for any special leashing/handling requirements due to dog age, aggression, etc. All extra charges incurred by Owner shall be payable upon pickup of the dog(s), or at Pawderosa Ranch's sole discretion. Pawderosa Ranch shall have, and is hereby granted, a lien on the dog(s) for any and all unpaid charges resulting from services provided by Pawderosa Ranch. Owner hereby agrees that in the event the charges are not paid when due in accordance with this contract, Pawderosa Ranch may exercise its lien rights upon ten days written notice given by Pawderosa Ranch to Owner by certified mail to address shown on the Registration Form. Pawderosa Ranch may dispose of the dog(s) for any and all unpaid charges,

at private or public sale, in the sole discretion of Pawderosa Ranch, and Owner specifically waives all statutory or legal rights to the contrary. If such sale shall not secure a price adequate to pay such costs of pet care or other charges delinquent, plus costs of sale, then Owner shall be liable to Pawderosa Ranch for the difference. All monies realized by Pawderosa Ranch at such sale, over and above the charges due and costs of sale, shall be paid by Pawderosa Ranch to Owner. Owner specifically represents that he or she is the sole owner of the dog, free and clear of all liens and encumbrances.

Credits on Account: Should Owner choose to apply or is issued monetary credit on Owner's account, the credit may be used toward Pawderosa Ranch Services within one (1) calendar year of the issued date. Credits that remain on account after one (1) calendar year will expire and no longer hold any value.

This Agreement Contains the Entire Agreement Between the Parties. All terms and conditions of this Agreement shall be binding on the heirs, administrators, personal representatives and assigns of the Owner and Pawderosa Ranch. Both parties to this agreement agree to negotiate in good faith in an effort to resolve any dispute related to the Agreement that may arise between the Parties. If the dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before resorting to litigation.

If mediation is unsuccessful and a lawsuit is filed, the prevailing Party's reasonable and necessary attorneys' fees and costs shall be paid by the losing Party. The term "prevailing party" means the party whose position asserted in the lawsuit supported by the rulings of the Judge and/or findings of the jury in the Final Judgment entered in any such lawsuit.

INDEMNIFICATION

THE OWNER OF THE DOG(S) SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS PAWDEROSA RANCH OF AND FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ASSERTED AGAINST PAWDEROSA RANCH FOR ANY AND ALL EXPENSES AND MONIES PAWDEROSA RANCH MAY BE COMPELLED TO PAY BY REASON OF ANY CLAIMS, DEMANDS, LAWSUITS OR JUDGMENTS WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED TO THE HANDLING, CARE AND BOARDING OF OWNER'S DOG(S) REGARDLESS OF WHETHER SUCH CLAIMS OR ACTIONS ARE FOUNDED IN WHOLE OR PART UPON THE ALLEGED NEGLIGENCE OF PAWDEROSA RANCH. THE PROVISIONS OF THE PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

01. _____ I UNDERSTAND THAT **I AM SOLELY RESPONSIBLE** FOR ANY HARM CAUSED BY MY DOG(S) WHILE MY DOG(S) IS/ ARE ATTENDING PAWDEROSA RANCH. I SHALL INDEMNIFY PAWDEROSA RANCH AGAINST ANY CLAIMS MADE AGAINST THE CORPORATION OR LOSSES OR DAMAGES OF ANY KIND WHATSOEVER SUFFERED BY PAWDEROSA RANCH.

02. _____ I UNDERSTAND AND AGREE THAT **PAWDEROSA RANCH WILL NOT BE LIABLE** FOR PROBLEMS, DAMAGE, OR INJURY CAUSED TO OR BY THE OWNER DOG(S) TO OR BY OTHER DOGS OR PERSON(S) PROVIDED REASONABLE CARE AND PRECAUTIONS ARE FOLLOWED. I HEREBY RELEASE PAWDEROSA RANCH OF ANY LIABILITY OF ANY KIND ARISING FROM MY DOG(S) ATTENDANCE AND PARTICIPATION AT THE FACILITY.



I **certify** that I have read and understand the rules and regulations set forth by Pawderosa Ranch and have read and understand this agreement. I **agree** to abide by the rules and regulations and accept all terms, conditions, and statements of this agreement.

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| Signature of Owner | Print Name | Date |
| Signed by Pawderosa Ranch | Print Name | Date |