New Braunfels Barks & Rec, LLC
830 Ewelling Lane
New Braunfels, TX 78130
info@gruenebarksandrec.com
www.gruenebarksandrec.com

New Braunfels Barks & Rec, LLC Boarding and Service Agreement

NOTICE TO THE PET OWNER/GUARDIAN

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE NEW BRAUNFELS BARKS & REC, LLC (REFERRED TO IN THIS AGREEMENT AS "GRUENE BARKS & REC") OR RELATED PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY AND UNDERSTAND ITS EFFECT, POLICIES, PROCEDURES, PET RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENTS.

In consideration for my pet(s), _____, being permitted to be a pet guest at Gruene Barks & Rec, by signing this document I, _____, Owner/Guardian, make the following representations, certify the accuracy of all information provided to Gruene Barks & Rec at any time and agree to all the following policies, procedures, terms and conditions stated below in this Gruene Barks & Rec Boarding and Services Agreement.

Policies, Procedures, Terms and Conditions

1. **Owner/Guardian:** I represent that I am the owner and/or authorized guardian of my pet and I am fully authorized to enter this agreement.
2. **Refusal of Service:** I understand Gruene Barks & Rec reserves the right to deny services to any pet for any reason at any time.
3. **Pet Requirements:** I represent that my pet meets all of the following requirements: (1) is four months of age or older, (2) is current on his/her required vaccinations, (3) is on a monthly flea and tick preventative medication, (4) has been in good health for 30 days prior to check-in, (5) is not aggressive or toy protective, (6) I have completed the Dog or Cat Profile, (7) my dog will enter and exit Gruene Barks & Rec facility on a leash and (8) my cat will enter and exit Gruene Barks &Rec facility in a cat carrier.
4. **Health:** I represent that my pet has not had any contagious illnesses of any kind for 30 days prior to check-in. I am aware and understand that Gruene Barks & Rec employees are not veterinarians and do not have backgrounds in animal medicine. Gruene Barks & Rec employees cannot diagnose or detect illnesses in the pets that are staying at Gruene Barks & Rec. I agree to assume all risk associated with the administration of medication by Gruene Barks & Rec during my pet's stay. In addition, I acknowledge and am aware that vaccines do not protect against all contagious illnesses that may affect my pet. I HEREBY AGREE TO INDEMNIFY GRUENE BARKS & REC, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AGAINST ANY CLAIMS MADE AGAINST GRUENE BARKS & REC, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AS A RESULT OF MY FAILURE TO INFORM GRUENE BARKS & REC OF ANY PRE- EXISTING MEDICAL CONDITIONS THAT MY PET MAY HAVE.
5. **Fleas and Ticks:** I agree that if any fleas or ticks are discovered on my pet during check-in or at any other time while my pet is receiving services at Gruene Barks & Rec, that my pet may receive a flea bath and flea spot treatment at my expense.
6. **Veterinarian Care:** I agree to allow Gruene Barks & Rec to obtain veterinarian medical treatment for my pet, if, in its sole discretion, it appears that the pet is ill, injured or exhibits any other behavior that would reasonably suggest that my pet might need medical treatment. Medical treatment may require transportation of my pet to receive care and I hereby authorize such transportation. I grant Gruene Barks & Rec full authority to make decisions involving the medical treatment of my pet during its stay at Gruene Barks & Rec. I agree that I am fully responsible for the cost of any such medical treatment and transportation.

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7. **Veterinarian Liability:** I agree that I am assuming all risk of illness, disease, harm or otherwise to my pet by allowing my pet to participate in services at that Gruene Barks & Rec. Furthermore, I agree that I am assuming all risk of the consequences associated with any decisions made by Gruene Barks & Rec relating to the medical care and transportation of my pet. I agree to be solely financially responsible for any and all veterinary care of my pet while in the care of Gruene Barks & Rec, or as a result from time spent at Gruene Barks & Rec. IN ADDITION, I AGREE THAT IF MY PET IS INJURED BY ANOTHER PET, I HEREBY RELEASE GRUENE BARKS & REC, ITS OWNERS, EMPLOYEES, AND AGENTS FROM ALL LIABILTY AND FINANCIAL RESPONSIBILITY FOR SUCH INJURY. I FURTHER UNDERSTAND THAT IF MY PET BITES A HUMAN OR PET, THAT GRUENE BARKS & REC MAY CONTACT THE APPROPRIATE AUTHORITIES.

8. **Transportation:** I agree that if my pet is transported to or from Gruene Barks & Rec by Gruene Barks & Rec, its employees or agents that I AGREE TO HOLD GRUENE BARKS & REC, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS HARMLESS IN THE EVENT OF INJURY OR ACCIDENT DURING TRANSPORTATION.

9. **Dog Care:** I understand that Gruene Barks & Rec utilizes playgroups where multiple dogs interact. I understand that dogs play with their mouth and paws, which can result in nicks and scratches on my pet. While Gruene Barks & Rec provides reasonable care and supervision in the playgroups, I understand and agree that Gruene Barks & Rec employees may not notice these nicks or scratches before my pet's departure and, therefore, I might not be notified.

10. **Aggressive Dogs:** I certify that my dog is not aggressive and I understand that aggressive dogs are not permitted to participate in services at Gruene Barks & Rec. If my dog acts aggressively or exhibits unacceptable behavior, he/she may be separated from the other dogs and owner may be called to come pick up pet immediately in extreme cases.

11. **Abandonment Notice:** I fully understand and agree that if my pet is not picked up by myself or an authorized representative within 14 calendar days after the day my pet is scheduled to depart, that my pet shall be deemed '"abandoned." I understand if I abandon my pet at Gruene Barks & Rec, that Gruene Barks & Rec, in its sole discretion, will try to re-home my pet, or relinquish my pet to a legal shelter of its choice. I FULLY UNDERSTAND AND AGREE THAT IF I ABANDON MY PET AT GRUENE BARKS & REC, I MAY BE UNABLE TO RETRIEVE MY PET AND WILL HAVE NO RECOURSE AGAINST GRUENE BARKS & REC. In addition, I understand that I will still be responsible for the unpaid charges incurred for my pet’s stay.

12. **Photo and Video Release:** I agree to allow Gruene Barks & Rec to use my pet's name and any images or videos taken while he/she is in the care of Gruene Barks & Rec in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials.

13. **Personal Property:** I agree that Gruene Barks & Rec shall not be responsible or liable for any lost, stolen, or damaged personal property belonging either to my dog or me. I also understand and agree that my dog's collar may be removed in the play area to prevent injury. This includes, but is not limited to, GPS collars and flea collars.

14. **Service Fees:** I agree to pay for all fees, services and products with a credit card, cash, or check at the time of my pet's pickup from each visit at Gruene Barks & Rec. I give express permission to Gruene Barks & Rec to charge any of the credit card numbers provided on my Dog’s or Cat’s Application for any unpaid fees, services or products. I further agree to pay the cost of any check or debit charges returned or challenged for any reason.

15. **Cancellation Policy:** I understand that all confirmed reservations must be cancelled at least 48 hours prior to my pet's reserved arrival date. I further understand that a no-show or a cancellation made within 48 hours of my pet's arrival date will result in my being responsible for the full booking amount and credit card on file being charged full booking amount.

16. **Check-in & Check-out:** I understand that check-in and check-out times are policy, and times outside of those assigned may incur additional fees. If your pet is not picked up by the appointed check out time, you will be charged another day booking fee.

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17. **Duty to Disclose:** I represent that I have disclosed and shall continue to disclose, any and all medical conditions or any other conditions, including, but not limited to, personality concerns or behaviors that may affect, limit or prevent my pet's ability to participate in services provided by Gruene Barks &Rec. I understand that Gruene Barks & Rec is relying on and will rely on those representations to provide a safe environment for both humans and animals.

18. **Controversy or Claim:** I agree that any controversy or claim arising out of, or relating to this contract, or breech thereof, or as the result of any claim or controversy including the alleged negligence by any party to this contract, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. I further agree that judgment upon award rendered by an arbitrator may be entered in any Court having jurisdiction thereof and the arbitrator shall, as part of his award to the prevailing party, include the cost of such arbitrations and reasonable attorney's fee of the prevailing party.

19. **Texas HB 2063:** In reference to Texas HB 2063, this section is our required notice to you, our customer. This section's purpose is to inform and acknowledge that our facility does not have fire suppression installed, and there is no one on site from 9pm-7am. Our facility does have smoke detectors that are tied into our monitored alarm system, and they notify NBPD and NBFD should the alarm be triggered. We also monitor the cameras to ensure the safety of all the animals in our facility while we are away. I acknowledge that Gruene Barks & Rec does not have fire suppression, nor do they have overnight staff.

20. **WAIVER, RELEASE AND INDEMINFICATION:** I RELEASE, WAIVE, DISCHARGE, INDEMNIFY AND AGREE TO HOLD GRUENE BARKS & REC, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FOR ANY AND ALL MANNER OF DAMAGES, INJURY, CLAIMS, LOSS, LIABILTIES, COSTS OR EXPENSES, ATTORNEY'S FEES, CAUSES OF ACTION OR SUIT, WHATSOEVER IN LAW OR EQUITY, ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED BY GRUENE BARKS & REC, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS INCLUDING WITHOUT LIMITATION: (1) ANY INACCURACY IN ANY STATEMENT MADE BY MYSELF OR INFORMATION PROVIDED BY ME, (2) MY PET, INCLUDING BUT NOT LIMITED TO, DISTRUCTION OF PROPERTY, DOG BITES, INJURY AND TRANSMISSION OF DISEASE, AND (3) ANY ACTION BY MYSELF THAT IS IN BREACH OF THE TERMS OF THIS AGREEMENT.

21. **Sole Agreement:** This writing represents the sole agreement between Gruene Barks & Rec and the Owner/Guardian. This agreement governs the pet(s) named in this agreement and any additional pets I may bring in to Gruene Barks & Rec in the future, even though those pets are not named on this agreement.

22. **Affirmation:** Each time I bring my pet into Gruene Barks & Rec, I am re-affirming the terms of this agreement, including updated claims, and the truthfulness and accuracy of all the statements I have made in this agreement.

I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT AND UNDERSTAND THAT I WILL GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED THIS AGREEMENT VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO GRUENE BARKS & REC, ITS OWNERS, OFFICERS, EMPLOYEES AND AGENTS TO THE GREATEST EXTENT PREMITTED BY LAW. I FURTHER AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE, THE REMAINDER SHALL REMAIN IN FULL FORCE AND EFFECT.

Signature of Owner/Guardian _____

Printed Name _____

Date _____

Pet(s) Name(s) _____

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Cancellation & Payment Policy:

Due to a high demand for our boarding services & an increasing number of no-shows & last-minute cancellations, we now implement the following reservation and cancellation policy.

There is a Two night minimum on weekends.

There is a Four night minimum during the holidays.

In order to accommodate the number of valued customers seeking boarding, we require you to please give us a 48 hours' notice to ensure that you will not be charged for your entire stay. Cancelled bookings inside 48 hours will be charged 100% of booking.

I understand that I am responsible for full payment for the days *originally* reserved, regardless if I pick up early.

_____

Signature Date

_____

Printed Name

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Pet & Client Profile Form

(One Form Per Pet)

CLIENT INFORMATION

Name: _____ Email: _____

Address: _____ City, State, Zip: _____

Cell Phone: _____ Home Phone: _____

Emergency Contact Name & Phone Number: _____

Please list those authorized to pick up your pet:

Name: _____ Phone: _____ Relationship: _____

Name: _____ Phone: _____ Relationship: _____

Veterinarian Name: _____

Veterinarian Telephone Number: _____

PET GUEST INFORMATION

Pet's Name: _____ Breed(s): _____

Weight: _____ Color: _____ Age / Birthdate: _____

Circle where appropriate: Female / Male Neutered / Spayed / Unaltered

Is your pet currently taking any medications? Y / N If yes, please list: _____

Has your pet been ill in the last 30 days? Y / N

Does your pet have any previous or current injuries, physical problems or health concerns, including allergies? Y / N

If yes, please explain: _____

Does your pet have any physical restrictions while playing, or sensitive areas on the body? Y / N

If yes, please explain: _____

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Please circle all answers that describe your pet's personality & attributes:

Friendly	Outgoing	Timid	Feisty	Independent	Playful
Jumps up	Barks/Meows Excessively	Fears Noises		Separation Anxiety	Whimpers/Whines
Mildly Active	Highly Active	Submissive	Affectionate	Likes to scratch	

Other: _____

Has your dog been boarded, to daycare, and/or play parks before? Y/ N

Is your dog indoor potty trained? Y / N

Does your dog play well with other dogs? Y / N

Approval for group play with other dogs? Y / N

Has your dog ever bitten anyone? Y /N

Has your dog ever climbed/jumped fence? Y /N

Is he/she protective or aggressive over food and/or toys? Y / N

Is your dog afraid of any specific types of people, items, or noises? _____

Normal feeding schedule for your dog? _____

Any other additional information to help use better care for your dog?

_____

_____

I hereby acknowledge and attest that all information on this form is complete and accurate to the best of my knowledge. I further attest that I am the sole owner or guardian of the pet named in this form or that my signature is sufficient to enter into this agreement for and on behalf of any other owner or guardian.

Signature of Owner/Guardian _____

Printed Name _____

Date _____

Pet(s) Name(s) _____

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CARD ON FILE AUTHORIZATION FORM

This form is for you to supply Gruene Barks & Rec Pet Resort with credit card information to keep on file for the payment of all services and fees. There is a 3% convenience fee for all CC charges. Gruene Barks & Rec accepts Visa, Mastercard, Discover, and American Express Cards.

Card Type (Circle): Visa / MasterCard / Discover / AmEx

Name on Card: _____

Card Number: _____

Expiration Date: _____ CVV Code (Security Code): _____

Zip Code: _____

Phone Number _____

Please list anyone other than the cardholder that is authorized to use this credit card:

Name(s): _____

I hereby authorize Gruene Barks & Rec to charge the credit card listed above for the payment of all services and fees. This credit card will be kept on file and will remain in effect until the expiration of the credit card account. Clients may revoke this credit card on file by submitting a written request to the address at the top of this form. I agree to pay the cost for any fees from returned or challenged payments. Please refer to the Boarding and Service Agreement for more information.

CARDHOLDER SIGNATURE: _____ Date: _____

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Too Long; Didn't Read

Check In

EVERY TIME you drop off, you need to tell us if your dog/cat has any medical issues, is an escape artist, can climb or jump fences, can unlock gates or doors or has any other issues or concerns we should be aware of to more effectively and safely take care of your pet.

If your pet is on medication, you must write down the directions and bring us enough to last the entire stay. We are unable to administer any shots.

All food must be in a sealed container - either pre-bagged in single servings, a one-gallon bag or a hard-sided container with a sealing lid. We can NOT accept open or un-sealable dog food bags. Our "house food" is Diamond Naturals Lamb & Rice.

Vaccinations

All vaccinations must be given by a veterinarian. We do not accept owner administered vaccines.

Dogs: Rabies and Parvo/Distemper MUST have been given within one year of the end of your pet's stay. Bordetella MUST have been given within 6 months of the end of your pet's stay.

Cats: Rabies and FVCRP vaccines MUST have been given within one year of the end of your pet's stay.

Cancellation Policy

There is a *Two night minimum* on weekends. There is a *Four night minimum* during any holiday. We require a 25% deposit for all holiday bookings.

You are responsible for full payment for the days *originally*, reserved regardless if I pick up early. All reservations must be cancelled at least 48 hours prior to reserved arrival date. A no-show or a cancellation made within 48 hours of arrival date will result in you being charged for the full booking amount.

House Bill 2063

Our facility does not have fire suppression installed, and there is no one on site from 9pm-7am. Our facility does have smoke detectors that are tied into our monitored alarm system, and they notify NBPD and NBFD should the alarm be triggered.