



Hill Country Pet Resort
13412 Fitzhugh Rd.
Austin, Texas 78736
Phone: 512-394-9386
Email: hcpetresort@yahoo.com

Hill Country Pet Resort Boarding and Services 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 HILL COUNTRY PET RESORT (referred to in this agreement as "HCPR"), AND 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 HCPR, by signing this document, I _____, Owner/Guardian, make the following representations, certify the accuracy of all information provided to HCPR at any time, and agree to all the following policies, procedures, terms and conditions stated below in this Hill Country Pet Resort Boarding and Services Agreement.

Policies, Procedures, Terms and Conditions

Please initial each line and sign at the bottom.

- _____ **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 HCPR reserves the right to deny admittance 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 the last 30 days prior to check-in (unless noted), (5) my pet is not aggressive or toy protective (unless noted), (6) I have completed the Dog or Cat Profile, (7) my dog will enter and exit the HCPR facility on a leash, and (8) my cat will enter and exit The HCPR 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 HCPR employees are not veterinarians and do not have backgrounds in animal medicine. HCPR employees cannot diagnose or detect illnesses in the pets that are staying at HCPR. I agree to assume all risk associated with the administration of medication by HCPR 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 HCPR, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AGAINST ANY CLAIMS MADE AGAINST HCPR, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS AS A RESULT OF MY FAILURE TO INFORM HCPR OF ANY PRE-EXISTING MEDICAL CONDITIONS THAT MY PET MAY HAVE.



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- _____ **5. Flea 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 HCPR that HCPR may administer a flea bath and flea spot treatment at my expense.
- _____ **6. Veterinarian Care.** I agree to allow HCPR 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 HCPR full authority to make decisions involving the medical treatment of my pet during its stay at HCPR. I agree that I am fully responsible for the cost of any such medical treatment and transportation.
- _____ **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 HCPR. Furthermore, I agree that I am assuming all risk of the consequences associated with any decisions made by HCPR, relating to the medical care and transportation of my pet. I agree to be solely financially responsible for any and all veterinarian care of my pet while in the care of HCPR, or as a result from time spent at HCPR. IN ADDITION, I AGREE THAT IF MY PET IS INJURED BY ANOTHER PET, I HEREBY RELEASE HCPR, ITS OWNERS, EMPLOYEES, AND AGENTS FROM ALL LIABILITY AND FINANCIAL RESPONSIBILITY FOR SUCH INJURY. I FURTHER UNDERSTAND THAT IF MY PET BITES A HUMAN OR PET, THAT HCPR MAY CONTACT THE APPROPRIATE AUTHORITIES.
- _____ **8. Transportation.** I agree that if my pet is transported to or from HCPR by HCPR, its employees or agents that I AGREE TO HOLD HCPR, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS HARMLESS IN THE EVENT OF INJURY OR ACCIDENT DURING TRANSPORTATION.
- _____ **9. Dog Daycare.** I understand that HCPR has a cage-free facility for daycare, utilizing 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 HCPR provides reasonable care and supervision in the playgroups, I understand and agree that HCPR 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 HCPR. If my dog acts aggressively or exhibits unacceptable behavior, he/she may be separated from the other dogs. I authorize HCPR to use squirt bottles, citronella spray, and in extreme cases, muzzles to control my pet for the protection of other pet guests and humans.
- _____ **11. Photo and Video Release.** I agree to allow HCPR to use my pet's name and any images or videos taken while he/she is in the care of HCPR, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials.
- _____ **12. Personal Property.** I agree that HCPR 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 will be removed in the play area to prevent injury. This includes flea collars.
- _____ **13. 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 HCPR. I give express permission to HCPR to charge



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any of the credit card numbers provided on my Dog 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.

14. Reservations. I understand that confirmed reservations are required for boarding services at HCPR.

I understand there is a three (3) night minimum for all boarding reservations during any Peak/Holiday periods. For these dates, please contact the front desk. For longer stays, a deposit may be required.

15. Cancellations. Non-holiday/non- peak policy: I understand that all confirmed reservations for NON HOLIDAY/NON PEAK DAYS must be cancelled at least twenty four (24) hours prior to my pet's reserved arrival date. I further understand that a no call or no-show cancellation will result in my credit card on file being charged \$50.

Holiday/Peak day policy: There is a three (3) night minimum for all holiday stays, and a deposit of \$96.00 will be collected at the time of booking. I understand that all confirmed reservations for HOLIDAY/PEAK DAYS must be cancelled at least fourteen (14) days prior to my pet's reserved arrival date. I further understand that cancellation made within fourteen (14) days of my pet's reserved arrival date, or a no show, will result in a \$50 charge to my credit card on file, and a forfeit of the deposit.

16. Rescheduling Grooming: Due to our groomers being independent contractors, any late, missed or rescheduled grooming appointment will result in the full charge of the expected service.

17. Check-in & Check-out Times. I understand that checking in before 9:00 A.M. incurs an additional boarding fee of \$25.00. Check-out time is 5:00 P.M. I understand that checking out after 5:00 P.M. incurs a late fee of \$25.00. Not picking up your pets by 6:00 P.M., on checkout day, will result in your pets being kept an additional night, dependent on room necessary to accommodate your pets, and a charge of \$32.00 will be incurred, in addition to the \$25.00 late charge.

18. DayCare Pets: I understand that any Daycare pets picked up after 6:00 P.M. will incur an additional \$15.00 late pick up charge.

19. 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 HCPR. **I understand that HCPR is relying on and will rely on those representations to provide a safe environment for both humans and animals.**

20. Controversy or Claim. I agree that any controversy or claim arising out of, or relating to this contract, or breach 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, the cost of such arbitrations and reasonable attorney's fee of the prevailing party.

21. WAIVER, RELEASE AND INDEMNIFICATION. I RELEASE, WAIVE, DISCHARGE, INDEMNIFY AND AGREE TO HOLD HCPR, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FOR ANY AND ALL MANNER OF



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DAMAGES, INJURY, CLAIMS, LOSS, LIABILITIES, 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 HCPR, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS INCLUDING WITHOUT LIMITATION: (1) ANY INACCURACY IN ANY STATEMENT MADE BY MYSELF OR INFORMATION PROVIDED BY ME TO HCPR, (2) MY PET, INCLUDING BUT NOT LIMITED TO DESTRUCTION 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.

____ **22. Sole Agreement.** This writing represents the sole agreement between HCPR and the Owner/Guardian.

____ **23. Affirmation.** Each time I bring my pet into HCPR, 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 FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO HILL COUNTRY PET RESORT, ITS OWNERS, OFFICERS, EMPLOYEES AND AGENTS TO THE GREATEST EXTENT PERMITTED BY LAW. I FURTHER AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

***I hereby understand that these claims are subject to change without notice.**

Signature of Owner/Guardian: _____

Date: _____