



Sweet Magnolia's Pet Resort & Spa
417 West Klein Rd
New Braunfels, TX 78130
T (830) 481-8586
SweetMagnoliasPetResort@gmail.com

Sweet Magnolia's Pet Resort & Spa, 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 SWEET MAGNOLIA'S PET RESORT & SPA, LLC (referred to in this agreement as "Sweet Magnolia's"), 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 Sweet Magnolia's, by signing this document, I _____, Owner/Guardian, make the following representations, certify the accuracy of all information provided to Sweet Magnolia's at any time, and agree to all the following policies, procedures, terms and conditions stated below in this Sweet Magnolia's 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 Sweet Magnolia's 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, (5) my pet is not aggressive or toy protective, (6) I have completed the Dog or Cat Profile, (7) my dog will enter and exit Sweet Magnolia's facility on a leash, and (8) my cat will enter and exit Sweet Magnolia's 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 Sweet Magnolia's employees are not veterinarians and do not have backgrounds in animal medicine. Sweet Magnolia's employees cannot diagnose or detect illnesses in the pets that are staying at Sweet Magnolia's. I agree to assume all risk associated with the administration of medication by Sweet Magnolia's 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 SWEET MAGNOLIA'S, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AGAINST ANY CLAIMS MADE AGAINST SWEET MAGNOLIA'S, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS AS A RESULT OF MY FAILURE TO INFORM SWEET MAGNOLIA'S OF ANY PRE-EXISTING MEDICAL CONDITIONS THAT MY PET MAY HAVE.
- 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 Sweet Magnolia's, that Sweet Magnolia's may administer a flea bath and flea spot treatment at my expense.

- 6. Veterinarian Care.** I agree to allow Sweet Magnolia's 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 that Sweet Magnolia's full authority to make decisions involving the medical treatment of my pet during its stay at that Sweet Magnolia's. 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 Sweet Magnolia's. Furthermore, I agree that I am assuming all risk of the consequences associated with any decisions made by Sweet Magnolia's, 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 Sweet Magnolia's, or as a result from time spent at Sweet Magnolia's. IN ADDITION, I AGREE THAT IF MY PET IS INJURED BY ANOTHER PET, I HEREBY RELEASE SWEET MAGNOLIA'S, 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 SWEET MAGNOLIA'S MAY CONTACT THE APPROPRIATE AUTHORITIES.
- 8. Transportation.** I agree that if my pet is transported to or from Sweet Magnolia's by Sweet Magnolia's, its employees or agents that I AGREE TO HOLD SWEET MAGNOLIA'S, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS HARMLESS IN THE EVENT OF INJURY OR ACCIDENT DURING TRANSPORTATION.
- 9. Dog Daycare.** I understand that Sweet Magnolia's is a cage-free facility 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 Sweet Magnolia's provides reasonable care and supervision in the playgroups, I understand and agree that Sweet Magnolia's 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 Sweet Magnolia's. If my dog acts aggressively or exhibits unacceptable behavior, he/she may be separated from the other dogs and the owner may be called to come pick up the 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" in accordance with Texas Penal Code 42.092(b)(2). I understand if I abandon my pet at Sweet Magnolia's, that Sweet Magnolia's, 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 SWEET MAGNOLIA'S, I MAY BE UNABLE TO RETRIEVE MY PET AND WILL HAVE NO RECOURSE AGAINST SWEET MAGNOLIA'S. 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 Sweet Magnolia's to use my pet's name and any images or videos taken while he/she is in the care of Sweet Magnolia's, 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 Sweet Magnolia's 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.
- 14. GPS Collars.** We strongly recommend that GPS collars are removed prior to entering the facility. Due to playing and exercising, GPS collars may fall off on the premises. Sweet Magnolia's is not liable for lost property, including GPS collars.
- 15. 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 Sweet Magnolia's I give express permission to Sweet Magnolia's to charge 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.

- 16. Cancellations 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 cancellation made within 48 hours of my pet's arrival date or a no-show will result in my credit card on file being charged \$50.
- 17. Check-in & Check-out Times.** I understand that check-in and check-out times listed are policy, and times outside of those assigned may incur additional fees.
- 18. Resort Policies.** I acknowledge that I have received, reviewed and signed a copy of Sweet Magnolia's "Resort Policies." I HEREBY AGREE TO BE FULLY BOUND BY ALL THE TERMS AND CONDITIONS OF SWEET MAGNOLIA'S "RESORT POLICIES."
- 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 Sweet Magnolia's. **I understand that Sweet Magnolia's 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 SWEET MAGNOLIA'S, , ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FOR ANY AND ALL MANNER OF 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 SWEET MAGNOLIA'S, 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 , (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.**
- 22. Sole Agreement.** This writing represents the sole agreement between Sweet Magnolia's and the Owner/Guardian.
- 23. Affirmation.** Each time I bring my pet into Sweet Magnolia's, 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 SWEET MAGNOLIA'S, , 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.**

Signature of Owner/Guardian: _____

Date: _____