



## Good Dog Pet Ranch Client Agreement

This Client Agreement (the “**Agreement**”) is made by and between Texas Coble, LTD. dba Good Dog Pet Ranch, a Texas limited partnership (the “**Company**”) and the undersigned pet owner as set forth below (“**Pet Owner**”).

1. **SERVICES; ENGAGEMENT.** In exchange for the fee paid by Pet Owner, the Company shall provide pet lodging, pet day care, pet bathing, training, transportation, and other related services (the “**Services**”). Pet Owner hereby agrees to engage the Company to provide the Services for his or her pet or pets (collectively, the “**Pet**”) as set forth in this Agreement and in any supplemental pet information or reservation forms provided in connection with this Agreement by the Company.

2. **GENERAL INFORMATION.** Pet Owner agrees to comply with all such policies, rules, and regulations provided by the Company in connection with this Agreement and in performance of the Services. The Company will rely on the information provided in the Enrollment Application, including the Client Profile, Pet Profile, Pet Vaccination Record, and Medical Consent Form, as well as any information provided in this Agreement.

3. **PET OWNER REPRESENTATIONS.** Pet Owner hereby represents, warrants, and agrees to the following:

- a. Pet Owner is the rightful owner or caretaker of the Pet, and his or her signature below is sufficient to enter into this Agreement for and on behalf of any other owner or representative of the Pet;
- b. The Pet is in good health, is current on all required vaccinations, has not had any communicable conditions in the last 30 days, and is free from any condition(s) that could potentially jeopardize the health of other animals;
- c. The Pet has not demonstrated any aggressive or threatening behavior towards any human or other animal and that the Pet has not harmed any human or any other animal.

4. **CONDITIONS OF SERVICES.** Pet Owner hereby agrees to the following conditions of Service:

- a. If the Pet has had a communicable condition in the last 30 days, a veterinarian certification of health must be provided to the Company;
- b. If the Pet is a dog: (i) the dog must be at least 16 weeks (4 months) of age; (ii) the dog must be current on Rabies, Distemper/ Parvo combination (DAPP), and Bordetella vaccinations as specified in the Pet Profile; (iii) the dog shall be kept current on the aforementioned vaccinations and verification of such vaccinations shall be made available to the Company upon request; (iv) the Canine Influenza vaccination is recommended for



- dogs that are frequently boarded or travel on a frequent basis; (v) year-round flea, tick, and heartworm prevention is required for all dogs;
- c. If Pet is a cat: (i) the cat must be current on all Rabies, FVRCP, and FELV vaccinations as specified in the Pet Profile; (ii) the cat must be current on the aforementioned vaccinations and verification of such vaccinations shall be made available to the Company upon request; (iii) year-round flea, tick, and heartworm prevention is required for all cats;
  - d. Any Pet that requires special attention due to age, medical conditions, or any other restriction, will be assessed by a lodging manager and may incur additional fees as determined by the Company;
  - e. Pet Owner authorizes the Company to perform the following services for the Pet, if necessary, and Pet Owner further agrees to pay the Company if any of the following services are performed: (i) trimming excessively long toenails; (ii) providing the Pet with a flea bath treatment if fleas and/or ticks are detected; (iii) providing the Pet with food if Pet Owner does not bring an adequate supply of food for the Pet during day care or lodging.

5. ACCEPTANCE OF RISK; WAIVER. Unless Pet Owner has otherwise instructed the Company to the contrary, Pet Owner acknowledges and agrees that the Pet may encounter and be permitted to interact and play with other animals and with Company staff members. Pet Owner acknowledges that when the Pet plays in groups that nicks, bites, or scratches may occur, and the Company may or may not notify Pet Owner if the Pet sustains any nicks, bites, or scratches. Pet Owner further acknowledges that animals are unpredictable and that there is a possibility of injury or death to the Pet or to another animal or person. Pet Owner hereby agrees to: (a) waive and release the Company, and its invitees, members, managers, owners, officers, directors, employees, volunteers, agents, all other representatives of the Company ("**Company Parties**") from any and all claims, actions, damages or liability relating to any injury, sickness or illness (including any form of fatigue, abrasions, bruises, cuts, nicks, or any contagious illness) suffered by the Pet while in the care of the Company, and (b) not to initiate any legal proceeding against the Company or any of the Company Parties with respect to such claims defined in this section. Pet Owner agrees to waive and release Company and Company Parties from all liability if Pet flees from Company premises or from Company control during the rendering of any services including transportation.

6. INDEMNIFICATION; LIABILITY. AS CONSIDERATION FOR THE SERVICES RENDERED BY THE COMPANY, PET OWNER WILL INDEMNIFY, DEFEND AND HOLD THE COMPANY AND COMPANY PARTIES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND VETERINARY COSTS AND EXPENSES) ARISING FROM OR OUT OF ANY BREACH OF THE REPRESENTATION AND WARRANTIES, CONDITIONS, OR COVENANTS CONTAINED HEREIN OR OTHERWISE RELATED TO ANY ACTS OR BEHAVIOR OF THE PET, INCLUDING THE INJURY OR DEATH OF ANOTHER ANIMAL AT THE FACILITY OR INJURY OR DEATH OF A STAFF MEMBER OF THE COMPANY.



7. **PARTICIPATION POLICIES.** An orientation visit may be required at the Company's facility prior to the Pet's receiving Services. The Company reserves the right to refuse or revoke admittance of the Pet if the Pet displays any behavior deemed by the Company to be dangerous, inappropriate, or does not meet the health or safety standards set forth in the Pet Profile and this Agreement. Dogs must enter and exit the Company's facility on a leash, the leash cannot be retractable, while cats must enter and exit the Company's facility in a carrier. Dogs known to be fence climbers shall not be permitted at the Company's facility. Female dogs in heat shall not be permitted at the Company's facility. The Company shall be permitted to use reasonable deterrents and intervention measures when necessary to prevent injury to other animals and persons.

8. **LODGING POLICIES.** For lodging services, the Pet may be checked into the Company's facility during the Company's normal business hours on the scheduled arrival date. Lodging fees shall accrue each night the Pet is in the Company's care. Pet Owner shall notify the Company if they are unable to pick up the Pet from the Company after lodging. The Pet should be picked up from lodging by 2:00 pm on the last day of the scheduled stay. A \$15 late pick-up fee will be incurred if the Pet is not picked up from the Company by 2:00 pm on the last day of the scheduled stay. If the Pet is not picked up from lodging by the end of the Company's business day on the last day of the scheduled stay, the Pet will remain in lodging until the next day and an additional lodging fee will be incurred. Pet Owner may pick up the Pet from lodging after hours if prior arrangements are made with the Company for an additional fee of \$25.

9. **DAY CARE POLICIES.** An evaluation of the Pet may be performed prior to the performance of the day care Services. Day care services shall be provided for either a half day (less than 5 hours) or full day (greater than 5 hours). Day care fees will be charged in accordance with the length of time the Pet is at day care. The Pet should be picked up from day care by 6:30 pm. If the Pet is not picked up from day care by the end of the Company's business day, the Pet will be placed in overnight lodging. A \$15 late pick-up fee will be incurred if the Pet is not picked up from day care by 6:30 pm. Appropriate lodging charges will accrue if the Pet is placed in lodging. Pet Owner may pick up the Pet from lodging after hours if prior arrangements are made with the Company for an additional fee of \$25.

10. **BATHING POLICIES.** Baths, de-shedding, nail trimming and other hair services can be stressful to pets. Pet Owner acknowledges that if at any time Pet appears to be too tired or uncomfortable to continue, or mentally or physically stressed, services will be stopped and will begin again only when Pet appears able to continue. Company may in some cases recommend the frequency of de-shedding treatments be limited for the benefit of the Pet's health. De-shedding will temporarily reduce hair loss, however, in some dog breeds, hair loss will continue immediately after de-shedding treatment. Company does not provide grooming services and all bathing services, including any removal or trimming of hair, will be performed with priority given to the comfort, health, and safety of Pet over the aesthetic appearance of Pet.



11. **TRANSPORTATION POLICIES.** Pet Owner accepts and assumes all known and unknown risks to Pet and/or any property resulting from or relating to the Company's transportation of Pet and/or the Company Parties' entering any residence, business, or other location(s) in conjunction with transportation provided by the Company. Pet Owner acknowledges the Company may, at any time, remove a Pet from transport, or refuse transportation, if Pet exhibits behavior that could be harmful to Pet, other dogs, or staff, such as: aggression or uncooperative behavior; high anxiety or fear; refusal of Pet to load into vehicle; a condition or behavior rendering Pet generally not fit for transportation; or the opinion of the Company that transportation is not in the best interest of Pet.

12. **UNATTENDED VEHICLE POLICIES.** Vehicles left unattended on the premises of Good Dog Pet Ranch will be towed after 12 hours unless prior arrangements are made with the Company and permission is granted by the Company to leave the vehicle unattended for longer than 12 hours. The Company assumes NO responsibility, under any circumstances, for any damage or loss to vehicles or vehicle contents, left on Company property, regardless of whether permission is obtained prior to leaving the vehicle unattended. Damage or loss to vehicles or vehicle contents includes but is not limited to theft, fire, collision, vandalism, wind damage, hail damage or any other damage caused by weather conditions or by the act of any individual.

13. **GENERAL POLICIES.** Pet Owner agrees to complete the Enrollment Application and provide it to the Company prior to the performance of the Services. The Company requires a reservation for the performance of any Services, including lodging, day care, training and bathing. Reservations can be made by phone, email, or through the online customer portal. Deposits are required for lodging reservations and shall be due and payable before the lodging reservation. A deposit of 25% of the total value of the lodging reservation is required to secure lodging reservations during holiday periods, including but not limited to the following: New Year's Eve, New Year's Day, Spring Break (as determined by local school calendars), Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, and Christmas Day. During non-holiday periods, a deposit of \$25 is required to secure lodging reservations. For lodging reservations of 14 days or more, a deposit of 50% of the total value of the lodging reservation is required. Payment for Services shall be due and payable in full at the time that Services are rendered. Prices for Services are listed on the Company's website and in brochures provided by the Company. The prices for Services shall be adjusted by the Company from time-to-time. The Company accepts cash, debit, and credit cards. The Company does not accept personal checks. The Company may charge a debit or credit card on file for any unpaid and delinquent Service charges. The Company's front lobby is open 7:00 am to 7:00 pm Monday through Saturday and 9:00 am through 6:00 pm on Sunday, except during holidays.



Deposits are refundable for reservations during holiday periods ONLY WHEN reservations are cancelled one week prior to the first day of the reservation. Deposits are refundable all other times ONLY WHEN the reservation is cancelled 48 hours prior to the first day of the reservation.

14. **MEDICAL POLICIES.** Pet Owner agrees to allow the Company and Company Parties to obtain medical treatment for the Pet if the Pet appears ill, injured or exhibits behavior evidencing that the Pet is in need of medical assistance. Pet Owner further agrees to be fully responsible for the cost of any such medical treatment.

15. **PET ABANDONMENT.** Pet Owner agrees and understands that if the Pet is not picked up from the Company within 7 calendar days after the scheduled pick-up date the Pet shall be deemed to be abandoned. In such event, Pet Owner shall be responsible for additional lodging charges that have incurred while the Pet has been in the care of the Company. Upon the Pet being deemed abandoned, the Company shall gain legal custody and ownership of the Pet and retain the right to keep the Pet, place the Pet with another owner, or place the Pet in a shelter or rescue group. Pet Owner fully understands and agrees that if the Pet is abandoned, Pet Owner may be unable to retrieve possession of the Pet and will have no recourse against the Company or the Company Parties.

16. **PHOTOS AND VIDEO RELEASE.** Pet Owner agrees to allow the Company to use the Pet’s name, image, and likeness that is taken while the Pet is in the care of the Company, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials.

17. **GOVERNING LAW; VENUE.** This Agreement is governed by the laws of the State of Texas, without regard to conflicts of law principles. The Company and Pet Owner agree that all actions or proceedings arising directly, indirectly, or otherwise in connection with, out of, or related to or from this Agreement shall be litigated only in courts located in Randall County, Texas, and Pet Owner hereby consents and submits to the jurisdiction of any local, state or federal court governing such county.

18. **SEVERABILITY.** If any provision of this Agreement is determined to be unenforceable, such provision will be deemed severed and the remaining provisions of this Agreement will continue in full force and effect.

19. **FULL UNDERSTANDING; ENTIRE AGREEMENT.** Pet Owner has read and fully understands the terms of this Agreement. This Agreement represents the entire understanding between Pet Owner and the Company with respect to its subject matter and supersedes any previous communication or agreement that may exist.

Pet Owner’s Signature \_\_\_\_\_ Date \_\_\_\_\_