

# 915 DOG BOARDING

## CLIENT SERVICE AGREEMENT, POLICIES, AND LIABILITY WAIVER

Version v2026.01 (Effective Date: Jan 20, 2026)

*Non-fillable Version — Must Be Accepted in Full*

### RECITALS

WHEREAS, 915 Dog Boarding is engaged in the business of providing animal boarding, daycare, grooming, handling, and associated services;

WHEREAS, the individual identified herein as Owner desires to engage 915 Dog Boarding to provide such services for the Owner's Pet(s);

WHEREAS, 915 Dog Boarding agrees to provide services subject strictly to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

### DEFINITIONS

For purposes of this Agreement:

- "915 Dog Boarding" includes its owners, officers, employees, agents, caretakers, contractors, representatives, successors, and assigns.
- "Owner" means any individual or entity legally responsible for the Pet and who accepts or is deemed to have accepted this Agreement.
- "Pet" or "Pets" refers to the animal(s) entrusted to the care, custody, or control of 915 Dog Boarding.
- "Services" means any boarding, daycare, grooming, handling, feeding, cleaning, transport, supervision, or other care performed by 915 Dog Boarding.
- "Facility" refers to any location owned, leased, controlled, or operated by 915 Dog Boarding where Services are provided.
- "Third-Party Platform" includes any external software or service used to book, authorize, or pay for Services, including but not limited to Paw Partner.
- "Agreement" refers to this contract, including all policies, rules, and addenda incorporated herein.

### ARTICLE 1 — INTRODUCTION; INCORPORATION; ACCEPTANCE

**1.1 Binding Contract.** This Agreement constitutes a legally binding contract between the Owner and 915 Dog Boarding. No Services shall be provided unless and until the Owner accepts this Agreement.

**1.2 Method of Acceptance.** Acceptance may occur through any of the following:

- Physical, written signature;
- Electronic or digital signature;
- Clicking "I Agree" or equivalent on a Third-Party Platform;
- Presenting Pet for services after having been provided access to this Agreement.

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**1.3 No Modification.** No handwritten, electronic, or verbal modification shall be valid unless expressly agreed to in a written instrument signed by both the Owner and an authorized representative of 915 Dog Boarding.

**1.4 Continuing Effect.** This Agreement remains in effect for all future Services until replaced or revoked in writing and acknowledged by 915 Dog Boarding.

## **ARTICLE 2 — OWNER REPRESENTATIONS AND DISCLOSURES**

Owner hereby represents, warrants, and covenants:

- Pet has not bitten, attacked, or caused serious injury to a person or animal unless fully disclosed in writing.
- Pet has no known history of aggressive, destructive, anxious, or escape-oriented behavior unless disclosed.
- All medical conditions, allergies, sensitivities, medications, behavioral triggers, and past illnesses have been disclosed.
- Owner shall update 915 Dog Boarding immediately regarding any change in Pet's condition, temperament, or behavior.
- Owner is legally authorized to make decisions regarding Pet.

All representations herein are deemed material to 915 Dog Boarding's willingness to accept Pet for services.

## **ARTICLE 3 — SCOPE OF SERVICES AND CARE DISCRETION**

**3.1 Scope.** Services may include but are not limited to:

- Boarding, daycare, supervised group play;
- Individual play, exercise, or enrichment;
- Grooming services;
- Feeding, administration of medications, and routine care;
- Transport to or from veterinary or emergency facilities;
- Cleaning, sanitation, and safe housing.

**3.2 Sole Discretion.** 915 Dog Boarding retains exclusive discretion to determine:

- Housing assignments;
- Group or individual play eligibility;
- Handling methods and safety protocols;
- Activity levels suitable for Pet.

**915 Dog Boarding may modify or limit activities at any time for safety or welfare reasons.**

### **3.3 Overnight Housing.**

- All pets boarding overnight will be safely housed in individual kennels or designated enclosures during nighttime hours when the Facility is closed. This practice is standard for safety, supervision, sanitation, and emergency preparedness. Housing assignments are determined solely by 915 Dog Boarding based on Pet size, behavior, and operational considerations.

**915 Dog Boarding may modify or limit activities at any time for safety or welfare reasons.**

## **ARTICLE 4 — ELIGIBILITY, HEALTH, AND VACCINATIONS**

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**4.1 General Health Requirements.** Pet must be in good health and free of any condition that could jeopardize the safety of Pet, other animals, or staff.

**4.2 Illness.** Pet may not be admitted if Pet has shown signs of vomiting, diarrhea, coughing, nasal/eye discharge, contagious illness, or external parasites within the past 72 hours unless cleared in writing by a veterinarian.

**4.3 Vaccinations — Dogs.** Required vaccines:

- Rabies
- DHPP/DAPP
- Bordetella

Puppies must have received three (3) Distemper/Parvo vaccinations, with the last dose at least 14 days before Services.

**4.4 Vaccinations — Cats.** Required vaccines:

- Rabies
- FVRCP

FeLV recommended for outdoor cats.

**4.5 Right to Refuse.** 915 Dog Boarding may refuse or discontinue Services at any time based on health, safety, or welfare concerns.

## **ARTICLE 5 — INTACT PETS; SPECIAL CONDITIONS**

**5.1 Intact Pets.** Owner must disclose if Pet is unspayed or unneutered. Acceptance is at 915 Dog Boarding's discretion.

**5.2 Females in Heat.** Females in heat may be refused or required to leave immediately. Owner assumes all risks of pregnancy or related complications.

**5.3 High-Risk Pets.** Brachycephalic breeds, senior pets, pets with chronic conditions, and pets requiring medication may be at increased risk of stress or medical complications. Owner voluntarily accepts all such risks.

## **ARTICLE 6 — MEDICATION ADMINISTRATION**

**6.1 No Veterinary Services.** 915 Dog Boarding is not a veterinary provider and does not diagnose or treat medical conditions.

**6.2 Owner Responsibility.** All medications must be properly labeled and accompanied by complete written instructions.

**6.3 Disclaimer.** 915 Dog Boarding is not liable for:

- Adverse reactions;
- Incorrect doses due to Owner's unclear instructions;
- Missed doses caused by Pet refusal or behavioral issues;
- Interactions stemming from undisclosed medical conditions.

## **ARTICLE 7 — PERSONAL PROPERTY**

All items brought by Owner are at Owner's sole risk. 915 Dog Boarding is not liable for loss, damage, consumption, staining, or destruction of:

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- Collars, leashes, harnesses;
- Toys, bedding, blankets, crates;
- Clothing, food containers, medication bottles.

Items may be removed for safety or hygiene.

## **ARTICLE 8 — SELF-INFLICTED INJURY; ENCLOSURE SAFETY**

915 Dog Boarding is not responsible for injuries caused by Pet's own behavior, including:

- Chewing, ingesting, or destroying bedding or materials;
- Jumping, pawing, digging, or escaping attempts;
- Stress, anxiety, panic, barrier reactivity, or overexertion.

These injuries may occur even with appropriate supervision and secure enclosures.

## **ARTICLE 9 — FACILITY RULES AND OWNER RESPONSIBILITIES**

Owner agrees to:

- Follow all 915 Dog Boarding policies and instructions;
- Provide accurate vaccination and health records;
- Ensure Pet arrives clean and wearing a secure collar/leash;
- Maintain valid payment information;
- Remove Pet within 24 hours if requested.

**915 Dog Boarding may refuse service to any Owner or Pet at any time.**

## **ARTICLE 10 — BEHAVIOR, AGGRESSION, AND GROUP PLAY**

**10.1 Behavior Representations.** Owner affirms Pet has no dangerous behavior except as disclosed.

**10.2 Group Play Risks.** Owner understands that group play involves inherent risks, including scratches, punctures, torn nails, soreness, and altercations.

**10.3 Responsibility for Damage.** Owner is responsible for all damage or injury caused by Pet.

**10.4 Right to Modify Activities.** 915 Dog Boarding may remove Pet from group play at any time.

## **ARTICLE 11 — GROOMING SERVICES**

All grooming is performed as-is, and Owner understands:

- Dematting or shaving may expose skin irritation;
- Nail trimming may result in quicking;
- Grooming may reveal pre-existing conditions.

Parasite treatment may be required at Owner's expense.

## **ARTICLE 12 — ASSUMPTION OF RISK; RELEASE; INDEMNIFICATION; LIMITATION OF LIABILITY**

**12.1 Assumption of Risk.** Owner acknowledges and accepts all inherent risks of animal care, including illness, injury, escape, stress, environmental hazards, or death.

**12.2 Release.** Owner releases and forever discharges 915 Dog Boarding from all claims arising out of Pet's presence at the Facility or participation in Services, except to the extent caused by 915 Dog Boarding's proven gross negligence or willful misconduct.

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**12.3 Indemnification.** Owner shall defend, indemnify, and hold harmless 915 Dog Boarding from all claims, damages, losses, liabilities, and expenses (including attorney's fees) arising from:

- Pet's behavior or conduct;
- Owner's breach of this Agreement;
- Injuries or damages caused to third parties.

**12.4 Limitation of Liability.** To the fullest extent permitted by law, 915 Dog Boarding's total liability shall not exceed the amount paid by Owner for Services during the Pet's stay.

**12.5 No Warranty.** 915 Dog Boarding makes no guarantees regarding Pet's behavior, safety, or health outcomes.

#### **ARTICLE 13 — EMERGENCY VETERINARY CARE**

Owner authorizes 915 Dog Boarding to seek veterinary care if Pet appears ill or injured. Treatment will not be delayed if Owner cannot be reached. Owner is responsible for all expenses.

#### **ARTICLE 14 — EMERGENCY AND NATURAL DISASTER PROTOCOL (TEXAS)**

Owner grants 915 Dog Boarding full authority to act in Pet's best interest during emergencies, including extreme weather, power outages, utility failures, or evacuation. 915 Dog Boarding is not liable for injury, illness, or loss caused by events beyond its control.

#### **ARTICLE 15 — PAYMENT; COLLECTIONS; TEXAS LIEN RIGHTS**

Owner agrees to pay all fees. Under Texas Property Code §70.003, 915 Dog Boarding has a lien on animals for unpaid charges and may retain Pet until paid.

Owner is responsible for all collection costs, including attorney's fees.

#### **ARTICLE 16 — LATE PICKUP AND ABANDONMENT**

Late pickups may incur additional fees. Pets not retrieved within 48 hours may be deemed abandoned and transferred to a shelter.

#### **ARTICLE 17 — MEDIA RELEASE**

Owner grants 915 Dog Boarding a perpetual, royalty-free license to use Pet's name and likeness for promotional purposes unless Owner provides written opt-out.

#### **ARTICLE 18 — COMMUNICATIONS; NOTICES; MISCELLANEOUS**

This Agreement is governed by Texas law. If any provision is found invalid, the remainder shall remain in full force. 915 Dog Boarding may modify policies at any time; continued use of Services constitutes acceptance.

Notices may be delivered electronically, in person, or Third-Party Platforms.

#### **ARTICLE 19 — DISPUTE RESOLUTION; MEDIATION; ARBITRATION (EL PASO COUNTY)**

**19.1 Mediation Required.** All disputes must first be submitted to mediation in El Paso County, Texas.

**19.2 Binding Arbitration.** If unresolved, disputes shall be submitted to binding arbitration before a single arbitrator. The arbitrator's decision is final.

**19.3 Attorney's Fees.** The prevailing party is entitled to reasonable attorney's fees.

**19.4 Waiver of Jury Trial.** Parties waive the right to a jury trial.

**19.5 Small Claims Option.** Eligible disputes may be filed in El Paso County small claims court.

## **ARTICLE 20 — ACKNOWLEDGMENT AND ACCEPTANCE**

Owner acknowledges having read and understood this Agreement and voluntarily agrees to be bound by its terms through physical signature, electronic signature, or digital acceptance.

### **SIGNATURE BLOCK (FOR PHYSICAL EXECUTION)**

Owner Name (Printed): \_\_\_\_\_

Owner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Additional Owner Name (If Any): \_\_\_\_\_

Additional Owner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

915 Dog Boarding Representative (Optional): \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_