

BOARDING CONSENT FORM

As required by Melody's Pet Ranch, this form will need to be reviewed and signed annually. We will keep this form and provide you a copy at the time it is signed for your records. The "Boarding Check-in Form" is an additional form which must be completed for each pet upon every check-in for boarding. For your convenience, all forms can be found on our website for a fast and hassle-free check-in. To download forms, please visit www.melodyspetranch.com

(initial): _____

Date: _____

OWNER: _____

PET NAME: _____

BREED: _____

COLOR: _____

We are sure your pet will have an enjoyable stay with us as much as we love having them here. We are honored that you allow us to care for your pet. The information within this document is very important. Below you will find important information regarding the boarding policy, procedures and requirements at Melody's Pet Ranch. Please take a moment to thoroughly read the following information about our boarding services.

Please note: After reviewing, any questions and/or concerns regarding the information should be discussed with a Melody's Pet Ranch staff member before signing.

ADMINISTERING MEDICATIONS

We do administer medication for an additional charge of \$1.50 per administration. It is very important that we know when the last dose of medication was given at home prior to check in. Please provide Melody's Pet Ranch with this information by using the designated space on the "Boarding Check In Form. Medications MUST be prescriptions from a licensed veterinarian and in the original containers. The medication bottle must have a printed medical label with your pets' name. (Initial) _____

FEEDING

Melody's Pet Ranch provides food for pets at no additional charge. Our "house" food we feed is Iams Lamb and Rice. You are welcomed to bring your own dry food, wet food, and/or treats. When checking your pet in please make sure to provide feeding instructions. We like to keep schedules and routines similar to those at home. (Initial) _____

HEALTH

Despite the clinic's best efforts, intestinal upsets (i.e. vomiting and diarrhea) are common in boarded animals due stress caused by sudden change of their environment. Although we cannot guarantee the health of any animal, we pledge to give appropriate care and be attentive to specific needs of all boarded pets. Upon checking in, you must inform FPC of your pet(s) medical conditions.

Additionally, all questions and/or concerns that you may have, should be brought to the attention of a Melody's Pet Ranch staff member at the time of check-in. All information will be notated and all necessary measures will be taken to appropriately care for your pets specific needs. (Initial) _____

PERSONAL BELONGINGS

Melody's Pet Ranch prefers leashes and collar not to be left at the facility. Melody's Pet Ranch does not replace lost or damaged items that are checked in with the pet as their personal property. Under all circumstances, Melody's Pet Ranch is not responsible for lost or damaged items left with the pet, including but not limited to leashes, beds, blankets, toys, etc. (Initial) _____

ACCIDENTAL OR INJURY REALEASE

Pets may be unpredictable, especially in an unfamiliar environment. Please understand that there are inherent risks in working with and caring for pets. Accidents or injuries may occur. Pets are walked on a leash separately from other pet(s). We do not allow direct contact between pets. Pets are always boarded in separate kennels and walked separately unless specifically requested to be boarded or walked together by the owner or authorized agent. In the event that pet(s) are requested to be boarded or walked together, they will be separated at the sole discretion of Melody's Pet Ranch staff members, if a pet's safety or well-being is compromised. If it is requested that pet(s) be boarded or walked together, and any injury occurs to your pet(s), it will be treated at the owner's expense and you will not hold Melody's Pet Ranch and their staff members liable for any damages, injuries, including but not limited to death, that may occur to your pet(s) as a result of your request to have the pet(s) boarded or walked together.

Melody's Pet Ranch does our very best to take all reasonable precautions while handling and caring for your pet(s). In the event that an accident involving your pet(s) does occur, not limited to but including escape or death of your pet(s), agreed not to hold Melody's Pet Ranch, any of the employed staff, owners, or veterinarian (if needed) liable for damages. (Initial) _____

I, _____ will not hold Melody's Pet Ranch or its employees liable for events that may transpire during unattended times.

(Initial) _____

MY SIGNATURE CONFIRMS THE FOLLOWING:

I have read the boarding consent form entirely (2 pages).

I understand and agree to the boarding policy and procedures, and requirements set forth by Melody's Pet Ranch. I have no further questions and/or concerns.

PRINT NAME

DATE

SIGNATURE

DATE

MELODY'S PET RANCH SERVICES AGREEMENT

Last updated and effective as of: September 1, 2023

THIS PET SERVICES AGREEMENT (the **"Agreement"**) is executed and delivered by **"Owner"** to **"Melody's Pet Ranch"** regarding the **"Pet"** (as each of those terms are defined herein). In consideration of the boarding, daycare, grooming, training, veterinary or other services or goods (the **"Services"**) to be provided by Melody's Pet Ranch from time to time to or for Owner or Pet, Owner agrees as follows:

Right to Refuse to Provide Services.

Notwithstanding any other provision of this Agreement, Melody's Pet Ranch may refuse to provide, or refuse to continue to provide, any Services to or for Owner or Pet, at any time, for any reason or no reason, in its sole and absolute discretion.

Payment for Services.

1. Owner will pay in full all charges for all Services provided to or for Owner or Pet by Melody's Pet Ranch or provided by others at the request of Melody's Pet Ranch (collectively, the **"Charges"**), not later than the end of each visit. Melody's Pet Ranch will also have the right to require that Owner provide a deposit or pay in advance for any Services.
2. If Owner fails to pick up the Pet on its scheduled checkout date, Melody's Pet Ranch may, at its option, continue to provide to the Pet any or all the Services and Owner will be obligated for the payment of those Services at the then-current rates of Melody's Pet Ranch.
3. Owner authorizes Melody's Pet Ranch to charge any credit card of Owner on file with Melody's Pet Ranch for any Charges not paid by Owner when due.

Owner's Warranties and Representations.

Owner warrants and represents to Melody's Pet Ranch that:

1. Owner is the sole owner of the Pet, free and clear of any claim, lien or encumbrance and has full power and authority to enter into this Agreement.
2. All information provided by Owner regarding the Pet is accurate and complete, and Owner has fully disclosed to Melody's Pet Ranch any pre-existing illnesses, injuries and behavioral problems or conditions regarding the Pet.
3. The Pet has not been exposed to rabies, distemper, parvovirus, bordetella, influenza, upper respiratory infection or any other contagious disease within the thirty (30) days immediately prior to each stay at a Facility.
4. Each of Owner's warranties and representations will be true and correct during all current and future visits by the Pet to any Facility.

Pet Health Services.

1. If Melody's Pet Ranch, in its sole and absolute discretion, determines that the Pet requires any veterinary medical treatment (including surgery or anesthesia), hospitalization, care or attention ("**Veterinary Services**") while in its care, Melody's Pet Ranch will be authorized to provide, or engage any veterinarian to provide, and to transport the Pet if necessary to obtain, such Veterinary Services. Owner will pay all Charges for such Veterinary Services and transportation immediately upon the request of Melody's Pet Ranch, but in any event not later than the end of the Pet's visit. Owner also authorizes Melody's Pet Ranch to immediately charge any credit card of Owner on file with it for any Charges for such Veterinary Services and transportation.
2. If Melody's Pet Ranch determines that the Pet was brought to a Facility infested with fleas, ticks or other parasites, Melody's Pet Ranch may provide to the Pet any medication, bath or other necessary treatment and Owner will pay all Charges regarding such medication, baths or treatment.

Emergency Situations.

In the event of a storm, flood, other natural disaster or other emergency that affects the ability of Melody's Pet Ranch to fully and safely operate a Facility, Melody's Pet Ranch will attempt to contact Owner to pick up its Pet from the Facility. If (a) Melody's Pet Ranch contacts Owner and Owner fails to immediately pick up the Pet, (b) Melody's Pet Ranch attempts to but is unable to contact Owner, or (c) Melody's Pet Ranch determines, in its sole and absolute discretion, that due to the emergency nature of the situation, there is not sufficient time to contact Owner or provide Owner an opportunity to pick up the Pet, Melody's Pet Ranch will have the right, but not the obligation, to relocate the Pet to another Facility or other location. In such event, Owner will be obligated to pay Melody's Pet Ranch for all Charges associated with the transportation of the Pet and the Services provided to the Pet at the other Facility or location.

Abandoned Pets.

1. If Owner has not picked up the Pet within five (5) days of its scheduled checkout date, Melody's Pet Ranch may send to Owner a written notice, by regular United States Mail to the most current address of Owner on file with Melody's Pet Ranch, requiring that Owner pick up the Pet from the Facility within ten (10) days of the date of such notice and pay all outstanding Charges owed to Melody's Pet Ranch.
2. If Owner fails to pick up the Pet and pay all outstanding charges as required in the Notice, the Pet will be deemed to be an "**Abandoned Pet**," and Owner will, to the fullest extent permitted by applicable law, be deemed to have relinquished to Melody's Pet Ranch all ownership right or claim regarding the Pet.
3. Melody's Pet Ranch may, at its option, place any Abandoned Pet with any humane society, animal shelter or animal rescue group, or permit any person selected by Melody's Pet Ranch, in its sole discretion, to adopt the Abandoned Pet.
4. To the extent permitted under applicable law, Melody's Pet Ranch will have a lien upon the Pet in the full amount of all outstanding Charges.
5. Owner hereby waives any statutory right to notice, or other rights of Owner regarding any Abandoned Pet provided under applicable law. Notwithstanding the foregoing, Melody's Pet Ranch may, at its option, exercise any rights and remedies regarding any Abandoned Pet provided under applicable law in addition to or in lieu of its rights and remedies under this Agreement.

6. No actions of Melody's Pet Ranch regarding any Abandoned Pet will relieve Owner of any liability for any outstanding Charges owed to Melody's Pet Ranch regarding the Abandoned Pet.

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS.

Owner acknowledges and understands that there are inherent and potential risks (collectively, "**Risks**") associated with (a) interactions between pets (including during group play), (b) interactions between pets and humans, (c) pets being housed in a group or unfamiliar environment, and (d) other known and unknown and foreseeable and unforeseeable risks arising out of or related to the Pet's presence at a Facility or use of Services. Risks include:

- Exposure of the Pet to contagious diseases, viruses or infections, including bordetella ("kennel cough"), canine influenza, respiratory viruses or infections, gastrointestinal conditions or skin conditions.
- Worsening of underlying health conditions due to the stress of boarding.
- Exposure of the Pet to fleas, ticks, mites, roundworms, hookworms, tapeworms, heartworms or other external or internal parasites.
- Exposure of Pet to substances that may cause allergic reactions.
- "Bloat," GDV or similar gastric events.
- Heat exhaustion, heat stroke and other heat-related illnesses.
- Bites, abrasions, lacerations, sprains, fractures or other injuries.
- Premises and equipment defects and conditions.
- Risks associated with transporting the Pet.

- Property damage or loss, illness, physical or emotional injury, and death of or to the Pet, Owner or any other pet or person; and
- Claims, demands, liability, damages, costs, expenses, attorney's fees and court costs arising from or related to any of the foregoing.

I HEREBY KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS (INCLUDING THE RISKS DESCRIBED ABOVE), WHETHER SUCH RISKS ARE KNOWN OR UNKNOWN, FORSEEABLE OR UNFORSEEABLE, OR CAUSED BY THE NEGLIGENCE OF MELODY'S PET RANCH, EMPLOYEES OR ANY OTHER PERSON OR ENTITY.

WAIVER AND RELEASE OF CLAIMS; AGREEMENT NOT TO SUE.

I WAIVE AND RELEASE MELODY'S PET RANCH, ITS MEMBERS, SHAREHOLDERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, INVITEES, AGENTS, REPRESENTATIVES, CONTRACTORS, LANDLORDS, TENANTS AND INSURERS, AND THE HEIRS, SUCCESSORS AND ASSIGNS OF EACH OF THEM (EACH, A **"RELEASED PARTY"** AND, COLLECTIVELY, THE **"RELEASED PARTIES"**) FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTIONS, ACTIONS, LAWSUITS, DAMAGES, JUDGMENTS, ATTORNEY'S FEES, COSTS, LIABILITIES, LOSSES OR EXPENSES (COLLECTIVELY, **"CLAIMS"**), WHETHER KNOWN OR UNKNOWN, ACCRUED OR UNACCRUED, OR CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF ANY RELEASED PARTY OR OTHERWISE, INCLUDING CLAIMS FOR PROPERTY DAMAGE OR LOSS, ILLNESS, OR INJURY TO OR DEATH OF MY PET OR ME, ARISING OUT OF OR RELATED TO (A) THE SERVICES, (B) MY PET'S PRESENCE AT ANY FACILITY OR OTHER LOCATION IN CONNECTION WITH THE SERVICES,

(C) THE DISPOSITION OF ANY ABANDONED PET, OR (D) ANY OTHER ACT OR OMISSION OF ANY RELEASED PARTY. In no event will the Released Parties be liable for any lost profits or revenue, nor any consequential, incidental, indirect, economic, special, punitive or exemplary damages regarding any Claims. I ALSO AGREE NOT TO SUE ANY RELEASED PARTY REGARDING ANY SUCH CLAIMS AND WAIVE MY INSURERS' RIGHTS TO BRING ANY CLAIMS AGAINST MELODY'S PET RANCH OR ANY OTHER RELEASED PARTY BASED ON ANY PAYMENTS MADE TO OR ON BEHALF OF ME REGARDING SUCH CLAIMS.

BEHAVIOR AND ACTIONS OF PET; INDEMNIFICATION.

1. Owner will be solely responsible for all behavior and actions of the Pet while at any Facility or other location in connection with the Services or pursuant to this Agreement.
2. I HEREBY AGREE TO INDEMNIFY, HOLD HARMLESS AND, IF REQUESTED BY MELODY'S PET RANCH, DEFEND MELODY'S PET RANCH AND ANY OTHER RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, ACCRUED OR UNACCRUED, OR CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF ANY RELEASED PARTY OR OTHERWISE, INCLUDING CLAIMS FOR PROPERTY DAMAGE OR LOSS, ILLNESS, INJURY OR DEATH OF OR TO MY PET, ANY OTHER PET, ME OR ANY OTHER PERSON OR ENTITY, ARISING OUT OF OR RELATED TO (A) THE BEHAVIOR AND ACTIONS OF THE PET WHILE AT ANY FACILITY OR OTHER LOCATION IN CONNECTION WITH THE SERVICES OR PURSUANT TO THIS AGREEMENT; (B) ANY INJURIES TO THE PET, ANY OTHER PETS OR ANY PERSON, OR DAMAGE TO ANY FACILITY OR OTHER PROPERTY, CAUSED IN WHOLE OR IN PART BY THE PET; (C) ANY BREACH BY OWNER OF ANY TERM OR CONDITION OF THIS AGREEMENT; OR (D) THE FALSITY OF ANY REPRESENTATION OR WARRANTY MADE BY OWNER TO MELODY'S PET RANCH.
3. If the Pet bites or otherwise injures any person or pet while at any Facility or other location in connection with the Services or pursuant to this Agreement., Owner authorizes Melody's Pet Ranch to report such bite or injury, and provide Owner's name and contact information, to (a) any appropriate authorities, (b) any veterinarian or medical provider treating the bitten or injured person or pet, or (c) the bitten or injured person or the owner of the bitten or injured pet.

ARBITRATION; WAIVER OF JURY TRIAL.

1. Any claim or dispute between Owner and Melody's Pet Ranch regarding this Agreement or its subject matter which has not been resolved through negotiation between the parties will be settled and determined through arbitration in accordance with the Rules of Commercial Arbitration of the American Arbitration Association. Such arbitration will be conducted by a single arbitrator to be agreed upon by the parties, or if the parties cannot agree upon a single arbitrator, each party shall select an arbitrator who shall then select a single arbitrator who shall conduct the arbitration. Any arbitration conducted pursuant to this Agreement will be conducted in Bulverde, Texas, unless prohibited by applicable law. The written decision of the arbitrator shall be binding, final and conclusive on the parties and shall be the exclusive final remedy of the parties under this Agreement. The arbitrator shall determine the costs and fees of the prevailing party, including reasonable attorney's fees, and such costs and fees shall be included in the arbitration award. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
2. IF FOR ANY REASON THE FOREGOING ARBITRATION PROVISIONS ARE FOUND TO BE UNENFORCEABLE, OWNER KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHTS IT MAY HAVE TO A JURY TRIAL REGARDING ANY DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, AND CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE COURT OR FEDERAL COURT SITTING IN BULVERDE, TEXAS REGARDING ANY LITIGATION, LEGAL PROCEEDING OR DISPUTE ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER.

Photographic and Video Release.

Owner irrevocably grants to Melody's Pet Ranch, its agents, and licensees, and any press or news agencies authorized by Melody's Pet Ranch, the right and license, without payment of any royalty or other compensation, to photograph, videotape or record, by any means and in any medium, the Pet's image, likeness, sound and voice, and to publish, copyright, use or alter any images, likenesses or

recordings of the Pet (with or without the name of the Pet or any fictitious name), for any commercial, educational, charitable or other lawful purposes, without any consent or approval of Owner.

Miscellaneous.

1. This Agreement contains the entire agreement between Melody's Pet Ranch and Owner and supersedes any prior agreement between the parties regarding the subject matter of this Agreement. Notwithstanding the foregoing, the rights and remedies in favor of Melody's Pet Ranch and the representations, warranties and covenants of Owner provided under this Agreement, are in addition to, and not in limitation of, the rights and remedies in favor of Melody's Pet Ranch, and the representations, warranties and covenants of Owner provided under, any consents, authorizations or agreements regarding veterinary or training services executed and delivered by Owner to Melody's Pet Ranch.
2. All terms and conditions of this Agreement will bind and benefit Melody's Pet Ranch, Owner, any other owner of the Pet, and the heirs, administrators, personal representatives, successors and assigns of each of them.
3. This Agreement will be applicable to all Services provided by Melody's Pet Ranch to the Pet at any Facility or other location on or after the date of this Agreement.
4. Owner will pay all collection costs, including attorneys' fees and court costs, regarding any Charges owed to Melody's Pet Ranch that are not paid when due.
5. If any provision of this Agreement is held to be invalid or unenforceable, the balance of this Agreement will continue in full force and effect, to the fullest extent permitted by law or equity.
6. This Agreement will be governed by the laws of the State of Texas, without any reference to principles of conflicts of laws.
7. Execution and/or delivery of this Agreement by electronic signature, facsimile, electronic mail or other electronic device or means shall constitute good and valid execution and delivery of this Agreement. An executed facsimile, photocopy or electronic copy of this Agreement will have the same force and effect as the original for all purposes and will be admissible in evidence as the original itself in any judicial or administrative proceeding.

Definitions and Interpretation.

For purposes of this Agreement:

- **"Owner," "I," "me," "my," "you," and "your"** mean and refer to, the Owner(s) named below, both individually and collectively.
- **"Melody's Pet Ranch"** means Welsh Investments LLC, a Texas limited liability company, Doing Business as Melody's Pet Ranch, together with their respective past, present and future parents, subsidiaries and affiliates, both individually and collectively.
- **"Pet"** means, individually and collectively, each pet now or hereafter owned by Owner that receives any Services from and after the date Owner has executed this Agreement.
- **"Facility"** means any pet boarding daycare, grooming, training or veterinary care facility, clinic or hospital owned, operated or managed by Melody's Pet Ranch.
- **"Including"** or variations of that word shall be deemed to be followed by the words "without limitation."
- **"Or"** has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or."
- Any headings used in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement.

ADDITIONAL STATE AND LOCAL LAW PROVISIONS

Texas

PURSUANT TO CHAPTER 824 OF THE TEXAS HEALTH AND SAFETY CODE, YOU ARE HEREBY ADVISED THAT:

1. YOUR PET MAY BE LEFT UNATTENDED AT A FACILITY DURING THE HOURS OF 7:00 PM TO 6:30 AM THE FOLLOWING MORNING ON MONDAYS THROUGH FRIDAYS, AND DURING THE HOURS OF 6:00 PM TO 7:00 AM THE FOLLOWING MORNING, ON SATURDAYS AND SUNDAYS.
2. OUR FOLLOWING FACILITIES DO NOT HAVE FIRE PROTECTION SPRINKLER SYSTEMS:
 - 31461 Rice Rd., BULVERDE, TEXAS

BY SIGNING THIS AGREEMENT, YOU CONSENT TO YOUR PET BEING LEFT UNATTENDED AT A FACILITY AS PROVIDED ABOVE, AND SUCH CONSENT SHALL APPLY TO EACH PET LEFT BY YOU AT ANY FACILITY OF MELODY'S PET RANCH AT ANY TIME ON OR AFTER THE DATE YOU HAVE SIGNED THIS AGREEMENT.

I HAVE READ THIS AGREEMENT AND UNDERSTAND THAT IT INCLUDES ASSUMPTION OF RISKS, WAIVER AND RELEASE OF CLAIMS, AGREEMENT NOT TO SUE AND INDEMNIFICATION PROVISIONS. I AM KNOWINGLY AND VOLUNTARILY ENTERING INTO THIS AGREEMENT.

PRINT NAME: _____

SIGNATURE: _____

DATE: _____