

# Circle Star Pet Haven

## Pet Owner Agreement and Authorization Forms

State of \_\_\_\_\_

County of \_\_\_\_\_

This Pet Owner Agreement (“Agreement”) made this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Pet Resort at Circle Star, LLC, dba Circle Star Pet Haven and \_\_\_\_\_ of the County of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called “the Pet Owner”.

WITNESSETH THAT:

WHEREAS, Circle Star Pet Haven desires to operate an animal care program for those people who can no longer care for their beloved pets.

WHEREAS, the Pet Owner desires that the following number and species of animal(s) shall be provided shelter, care and comfort for the rest of the animal’s life after the Pet Owner becomes unable to care for the animal(s):

\_\_\_\_ Dog(s)

\_\_\_\_ Cat(s)

\_\_\_\_ Horse(s)

\_\_\_\_ Other(s) Specify

WHEREAS, Circle Star Pet Haven agrees to provide such shelter, care and comfort for the animal(s) upon the terms set forth herein: and

WHEREAS, the Pet Owner acknowledges and agrees that Circle Star Pet Haven’s acceptance of the animal(s) is contingent upon the enrollment and payment of an enrollment fee and Circle Star Pet Haven being adequately funded for such care program.

WHEREAS, the Pet Owner acknowledges and agrees that Circle Star Pet Haven’s acceptance of each animal is contingent upon its being free of diseases(s) that could adversely affect the health of other animals or human caregivers or a possible surcharge due to some pre-existing conditions.

THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

I.

At the time of the execution of this Agreement, the Pet Owner shall provide Circle Star Pet Haven with completed Pet Owner forms as reasonably requested by Circle Star Pet Haven and provide any other information necessary to carry out the duties of Circle Star Pet Haven and owner as set out herein.

## II.

Within 30 days of the date of this Agreement, Pet owner shall prepay or provide information to automatically draft account for payments to Circle Star Pet Haven in an amount equal to or in excess of the required amount, commensurate with the number and species of animals to be enrolled. Should such funding not be created, this Pet Owner Agreement shall be null and void. Pet Owner agrees to the payments identified (the amount and timing) as shown on the attached PET OWNER PAYMENT OBLIGATIONS.

## III.

If the animal(s) are located within the State of Texas at the time that the Pet Owner becomes unable to care for it/them, and adequate arrangements are in place for the aforementioned payments, Circle Star Pet Haven will be responsible for transporting the animal(s) to the center. The Pet Owner shall be responsible for all costs incurred in transporting the animal(s) to Circle Star Pet Haven in Murchison Texas from outside the state of Texas.

## IV.

During the life of the Pet Owner and within 30 days after the death of an animal enrolled in the program, the Pet Owner shall notify Circle Star Pet Haven of the death of an animal covered by this Agreement. In such event, the Pet Owner may roll-over the enrollment to another animal. The Pet Owner shall notify Circle Star Pet Haven of this fact. The Pet Owner shall provide Circle Star Pet Haven with new forms as reasonably requested by Circle Star Pet Haven for the new pet. The enrollment fee will be applied to the enrollment of a new pet.

## V.

Upon performance of the duties of the Pet Owner as set forth herein, Circle Star Pet Haven shall be obligated to perform the following duties:

- A. Take physical possession and responsibility for the animal(s) from the interim caregiver within a reasonable time, not to exceed seven (7) working days after notification of the necessity for Circle Star Pet Haven to take possession of a currently enrolled animal. This responsibility is subject to Circle Star Pet Haven's right of allowing a member of the Pet Owner's immediate family (spouse, children, or other designated person as identified on the attached Caretaker Designation) to retain possession of the animal and relinquishing such animal at a later date of their own choice.
- B. Provide shelter, care and comfort for the animal in a home-like environment, including proper nutrition, exercise, attention, affection and complete medical care for the animal for the remainder of the animal's life.
- C. Provide for the dignified cremation or burial of the animal's remains upon its death.
- D. Provide shelter, care and comfort for a currently enrolled animal for an interim period during the temporary incapacitation, hospitalization or absence of the Pet Owner. The Pet Owner shall be responsible for all expenses incurred in caring for

the animal during this interim period. The charges will be calculated on a daily rate and prepaid prior to admittance. Pet Owner will be required to leave a \$5,000 refundable deposit. The Pet Owner shall have the right to the return of the animals at any time he or she chooses and shall be responsible for any transportation costs, grooming or veterinary care required during the animal(s) stay. Pet Owner shall be given a \$10.00 per day credit off of the normal boarding charges of Pet Resort at Circle Star.

The obligations of Circle Star Pet Haven under this Pet Owner Agreement are contingent upon Circle Star Pet Haven's receipt of completed enrollment documents and adequate funding (as identified on the attached Pet Owner Payment Obligations form) from the Pet Owner to provide shelter, care and comfort for the animal as set forth in this Agreement.

VI.

The laws of the State of Texas shall govern this Pet Owner Agreement.

VII.

The Pet Owner waives any and all claims or causes of action of any kind or nature whatsoever, particularly on account of all injuries to person and property, which have resulted or may result in the future regarding the subject of this Agreement. Signing this Agreement expressly terminates all rights of the Pet Owner to pursue his or her legal remedies, if any, against Circle Star Pet Haven and its representatives, employees and agents.

The Pet owner releases Circle Star Pet Haven from any and all claims or causes of action of any kind or nature whatsoever, particularly on account of all injuries to person and property, which have resulted or may result in the future regarding the subject of this Agreement.

The Pet Owner assumes entire responsibility and liability for any claims or causes of action based on injuries (including death) to persons or damages to property in connection with the performance of this Agreement by the Pet Owner regardless of whether the claim or action is founded in whole or in part upon the negligence of Circle Star Pet Haven or its representatives, employee agents, invitees, or licensees; and, furthermore, the Pet Owner agrees to indemnify and hold harmless Circle Star Pet Haven and its representatives, employees, agents, invitees, or licenses in respect to any such matters and does hereby agree to defend any claim or suit brought against Circle Star Pet Haven and its representatives, employees, agents, invitees, or licensees, including, specifically, those related to negligence on the part of Circle Star Pet Haven and its representatives, employees, agents, invitees or licensees.

The Pet Owner understands that Circle Star Pet Haven will provide the best care and quality of life possible, however if an major physical or behavioral problem arises, the Board of Directors of Circle Star Pet Haven will decide about the treatment plan with consideration to the attending veterinarian's recommendation. The owner further understands that if all reasonable options have been exhausted and the pet is not experiencing good quality of life or is a danger to people or other pets, according to the Board of Directors, the pet may have to be euthanized.

Pet Owner and Circle Star Pet Haven have both waive a trial by jury of any or all issues arising in any action or proceeding between the parties hereto or their successors, under or connected with this Agreement, or any of its provisions.

All suits arising out of or related to this agreement shall be filed in the courts of Henderson County, Texas.

SIGNED the day and year first above written.

Owner(s) Printed Name \_\_\_\_\_

Owner(s) Signature \_\_\_\_\_

Date \_\_\_\_\_

Owner(s) Printed Name \_\_\_\_\_

Owner(s) Signature \_\_\_\_\_

Date \_\_\_\_\_

Accepted:

Circle Star Pet Haven

\_\_\_\_\_

Director

Date \_\_\_\_\_

**Circle Star Pet Haven**

**Pet Owner Agreement and Authorization Form**

Authorization of Transfer of Ownership and  
Caretaker Designation

I/WE hereby transfer my/our ownership of the (no.) \_\_\_\_ animal(s) described in the attached Circle Star Pet Haven forms or their approved substitute animal(s), to Circle Star Pet Haven at the time Circle Star Pet Haven takes possession of the animal(s) to enter the Circle Star Pet Haven program.

I/WE authorize any Interim Caretaker of the animal(s) to notify Circle Star Pet Haven of the need to take possession of the enrolled animal(s) and to release said animal(s) to a representative of Circle Star Pet Haven upon presentation of an original or copy of this document.

I name the following as an Interim Caretaker of the animal:

Interim Caretaker List:

(Name) \_\_\_\_\_

(Street Address) \_\_\_\_\_

(City, State, Zip) \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

I also authorize the following Caretakers, in the order so named, to maintain possession of the animal until such Caretaker shall in its sole discretion decide to have Circle Star Pet Haven to take possession of the animal(s):

Caretaker List:

(Name) \_\_\_\_\_

(Street Address) \_\_\_\_\_

(City, State, Zip) \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

\_\_\_\_\_

(Name) \_\_\_\_\_

(Street Address) \_\_\_\_\_

(City, State, Zip) \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

(Name) \_\_\_\_\_

(Street Address) \_\_\_\_\_

(City, State, Zip) \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

I/We authorize my/our veterinarian to release to Circle Star Pet Haven the complete medical record of the animal(s) enrolled in Circle Star Pet Haven at the time that Circle Star Pet Haven takes possession of such animal(s).

The Veterinarian is:

(Name) \_\_\_\_\_

(Street Address) \_\_\_\_\_

(City, State, Zip) \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Owner Printed Name(s) \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

Witness Printed Name \_\_\_\_\_

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

PET OWNER PAYMENT OBLIGATIONS

Total Amount for Contract for (number) \_\_\_\_\_ species \_\_\_\_\_ :  
\$ \_\_\_\_\_

Continuing Payments:

Monthly Payments [\_\_\_\_\_] of \$ \_\_\_\_\_ or Annual Payments  
[\_\_\_\_\_] Payments of \$ \_\_\_\_\_ to be drafted on the monthly or yearly  
anniversary of contract signing until the total amount due has been paid in full.

Circle Star Pet Haven shall have no obligation to accept the animal until the Total Amount Due for Each Animal has been paid in full. Pet Owner shall make arrangements for continued payments in the event of the Pet Owner's disability or death.

All payments made by Pet Owner are non-refundable.

**BANK DRAFT - AUTOMATIC AUTHORIZATION**

**SECTION I. Monthly Withdrawals From Checking or Savings Account**

**Check ONE** \_\_\_\_\_ Initial Authorization \_\_\_\_\_ Change

\_\_\_\_\_  
Owner's First Name MI Last Name

(\_\_\_\_) \_\_\_\_\_  
Day Phone

\_\_\_\_\_  
Street City State ZIP

\_\_\_\_\_  
Account Number Taxpayer ID/Social Security Number

\_\_\_\_\_  
Owner's First Name MI Last Name

(\_\_\_\_) \_\_\_\_\_  
Day Phone

\_\_\_\_\_  
Street City State ZIP

\_\_\_\_\_  
Account Number Taxpayer ID/Social Security Number

**SECTION II - YOUR BANK ACCOUNT INFORMATION**

A. Type of Account (Check ONE) \_\_\_\_\_ Checking \_\_\_\_\_ Savings

B. Bank Account Number \_\_\_\_\_

C. Name(s) on Bank Account \_\_\_\_\_

D. Financial Institution \_\_\_\_\_

E. ABA Routing Number (9 digits) \_\_\_\_\_

**SECTION III - DIRECT DEBIT FROM YOUR ACCOUNT**

**Amount of Monthly**[\_\_] **Annual** [\_\_] **Deduction** \$ \_\_\_\_\_ to be drafted on the monthly or yearly anniversary of contract signing.

*By signing this form, I/we hereby authorize Pet Resort at Circle Star, LLC, dba Circle Star Pet Haven to make automatic withdrawals of funds on the 1st day of each month from the*



*account listed above in the amount stated. These funds are to be used to fund a Pet Owner Agreement.*

Signature \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_

Signature, if Joint Account \_\_\_\_\_ Date \_\_\_\_\_

This authorization will remain in effect until the Company receives notice to terminate or revise it. The financial institution reserves the right to terminate this service at any time.

It is the client's responsibility to notify the Company of changes in financial institution information. Changes may be made by providing the Company with a new Bank Draft-Automatic Authorization form revising the original instructions. The client will allow the Company a reasonable amount of time for initiating, revising, or terminating the bank draft.