

State of Texas

County of _____

Formal Pet Owner Agreement with Dreya’s Place: A Pet Haven, LLC

This Formal Pet Owner Agreement with Dreya’s Place: A Pet Haven, LLC, made this day, the _____ of _____, 20_____, between the business known as Dreya’s Place: A Pet Haven, LLC, herein after called “Dreya’s Place,” and _____ of the County of _____, State of _____, herein after called “the Pet Owner.”

WITNESSETH THAT:

Whereas, Dreya’s Place is an animal care business entity and functions as a resource for pet owners who can no longer care for their beloved pets.

Whereas, the Pet Owner shares with Dreya’s Place the mutual interest of providing for their pets after they can no longer care for them and has demonstrated this interest through his/her support in the establishment and maintenance of Dreya’s Place; and

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):

_____ cat(s) _____ dog(s) _____ other (specify) _____

Whereas, Dreya’s Place 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 Dreya’s Place’s acceptance of the animal(s) is contingent upon the payment of an enrollment fee and Dreya’s Place being adequately funded through the creation of a trust or insurance policy (or other one-time payment, agreed upon by both parties) as outlined in ATTACHMENT (A) to this agreement.*

Whereas, the Pet Owner acknowledges and agrees that Dreya’s Place’s acceptance of each animal is contingent upon its being free of disease(s) that could adversely affect the health of other animals or caretakers;

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

I.

At the time of the execution of this Agreement, the Pet Owner shall provide Dreya's Place with a completed Dreya's Place Authorization Form, Completed Dreya's Place Enrollment Data Form, and shall provide any other information necessary to carry out the duties of Dreya's Place and owner as out herein.

II.

Within a reasonable time, the Pet Owner shall authorize the animal's veterinarian to provide Dreya's Place a completed Dreya's Place Individual Medical Form for each enrolling animal to provide pertinent data and health information.

III.

Pet Owner shall bequeath the animal(s) to Dreya's Place, and establish an insurance policy, trust, or other approved structured type of funding either immediately or through a provision in his or her will in favor of Dreya's Place in an amount equal to or in excess of the required minimum amount, commensurate with the number and species of animals to be enrolled and payable at the time the animal(s) are turned over to Dreya's Place.** If owner wishes to establish the funding through a bequest in his or her will or trust the section of the will pertaining to the funding shall accompany this agreement. Similarly, if the Pet Owner wishes to take a life insurance policy in favor of Dreya's Place, a copy of the policy pertaining to the policy should accompany this agreement. Should such funding not be created, this Pet Owner agreement shall be null and void.

IV.

The Pet Owner shall be responsible for all costs incurred in transporting the animal(s) to Dreya's Place. The Owner or his/her representative shall be responsible for arranging transport for the animal(s) in collaboration with Dreya's Place to within a reasonable and agreed upon distance of Dreya's Place to deliver the animal(s) safely into the hands of Dreya's Place personnel. Arrangements for this should be made in advance of the need and included in the official final wishes of the Pet Owner.

V.

Within a reasonable time after the death of an enrolled animal, the Pet Owner shall notify Dreya's Place of the fact. If the Pet owner wishes to enroll another animal, the Pet Owner shall notify Dreya's Place of the fact. The Pet Owner shall provide Dreya's Place with the information required in sections I. and II on the new pet. The enrollment fee from a deceased pet will be applied to the enrollment of a new pet.

VI.

Upon performance of the duties of the Pet Owner as set forth herein, Dreya's Place shall be obligated to perform the following duties:

- A. Take physical possession and responsibility for the animal(s) within a reasonable time, not to exceed seven (7) working days after notification of the necessity for Dreya's Place to take possession of a currently enrolled animal.
- B. Provide shelter, care, and comfort for the animal in a home-like environment, including proper nutrition, exercise, attention, affection, and complete medical and surgical care for

the animal for the remainder of the animal's life as is determined to be in the best interests of the animal's quality of life. (***) (****)

- C. Upon the death of the pet, provide for the dignified, professional, cremation of animal's remains.

The obligations of Dreya's Place under this agreement are contingent upon Dreya's Place's receipt of adequate funding from the Pet Owner to provide the shelter, care, and comfort for the animal as set forth in this agreement.

VII.

The laws of the State of Texas shall govern this Formal Pet Owner's Agreement with Dreya's Place.

VIII.

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 the agreement. Signing this agreement expressly terminates the rights of the Pet Owner to pursue his or her legal remedies, if any, against Dreya's Place and its representatives, employees, or agents.

The Pet Owner releases Dreya's Place 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 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 Dreya's Place or its representatives, employees, agents, invitees, or licensees; and, furthermore, the Pet Owner agrees to indemnify and hold harmless Dreya's Place and its representatives, employees, agents, invitees, or licensees in respect to any such matters and does hereby agree to defend any claim or suit brought against Dreya's Place and its representatives, employees, agents, invitees, or licensees, including, specifically, those related to negligence on the part of Dreya's Place and its representatives, employees, agents, invitees, or licensees.

Signed the day and year first above written.

Owner name (printed) _____

Owner signature _____

Date of birth _____

Date _____

Owner name (printed) _____

Owner signature _____

date of birth _____

date _____

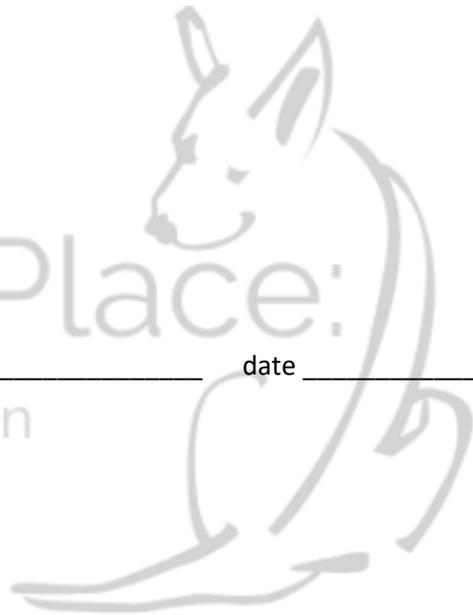
Notary:

Accepted:

Dreya's Place: A Pet Haven, LLC

_____ date _____

Dreya's Place:
A Pet Haven



*subject to revaluation and change without notice.

**minimum cost as outlined in ATTACHMENT (B) chart, decided by multiple factors including species, breed, health, and age range of animal at the time of enrollment or as amended.

***This is a decision not made lightly and would be made by Dreya's Place in conjunction with the opinion and guidance of the veterinarian overseeing the animal's care.

****While this is the default status of the agreement, an AMMENDMENT (C) shall be made available for the Pet Owner to choose for Dreya's Place to seek an appropriate, loving, adoptive home instead of retaining possession of the pet.