

CAT BOARDING AGREEMENT

BETWEEN:

Wiggins Welding & Fabrication Ltd, d.b.a.
MOUNTIAN VIEW KITTY COTTAGE & PET SERVICES
7898 Beaver Creek Road, Port Alberni, British Columbia
[Telephone No.]
[Email]

(the “Cattery”)

AND:

Owner Name(s): _____

(collectively, the “Owner”)

In consideration of the covenants, agreements, representations, warranties and indemnities contained herein, the parties agree as follows:

1. Services

The Cattery agrees to provide boarding services to the Owner’s cat or cats listed in **Schedule A** (collectively, the “Cat”) during the Boarding Term.

The Cattery will provide the Cat with:

- (a) clean accommodations at the Cattery;
- (b) access to food as directed by the Owner in this Agreement;
- (c) access to clean water;
- (d) a regular cleaned litter box; and
- (e) regular supervision.

The Owner will pay the boarding fees of the Cattery as specified in **Schedule B**.

2. Boarding Term

The Cattery agrees to provide boarding services to the Cat for a total of _____ days from: _____ (drop off date) to: _____ (pickup date) (the “Boarding Term”).

3. Boarding Pickups and Drop Offs

All pickups and drop offs will occur during the business hours referred to in **Schedule B** on the dates scheduled in the Boarding Term, unless prior alternate arrangements are made with the Cattery.

In the event the Owner has not returned to collect the Cat on the scheduled date of pickup, the Owner agrees to pay an “additional days” Boarding Fee for each calendar day beyond the scheduled pickup date.

All Cats must be contained in a carrier when being picked up and dropped off.

4. Health of Cat

The Owner represents to the Cattery that, to the best of his or her knowledge:

- (a) the Cat is free of fleas;
- (b) the Cat has not been exposed to Feline Distemper or rabies or any other infectious or communicable diseases or parasites within the last ninety (90) days; and
- (c) the Cat is in good health and does not have any medical condition or disease which adversely affects the health of the Cat, that has not been described in this Agreement; and
- (d) the Cat's vaccinations are current with respect to Rabies, Calici Virus, Feline Distemper, Rhinotracheitis, and Pneumonitis, or results of a current vaccine titers tests from a reputable laboratory have been obtained for my Cat with respect to Rabies, Calici Virus, Feline Distemper, Rhinotracheitis, and Pneumonitis.

The Owner acknowledges and agrees that proof of current vaccination or current titer test results on or before the beginning of the Boarding Term is a condition of the Cat's stay at the Cattery. As an alternative to titer test results or proof of vaccination, the Cattery may accept, at its sole discretion and if arranged prior to the beginning of the Boarding Term, a current certificate of good health as to the Cat prepared by a certified veterinarian.

The Cattery reserves the right to refuse to provide boarding services to any Cat for any reason. Without limiting the generality of the foregoing, the Cattery specifically reserves the right to refuse services to Cats that do not appear to be in good health or have not been spayed or neutered.

5. Illness and Injury

The Owner acknowledges and agrees that the Cattery shall not be liable for any injury, sickness or ailment that the Cat suffers, develops or manifests during its stay at the Cattery. As a condition of the Cat's stay at the Cattery, the Owner will further execute the Release of Liability, Waiver of Claims, and Indemnity Agreement attached hereto as **Schedule C**.

In the event the Cat appears, in the Cattery's sole judgment, to be ill, injured or at significant risk of illness or injury during its stay at the Cattery, the Cattery will proceed as follows:

- (a) the Cattery will first make reasonable efforts to contact the Owner;
- (b) If the Cattery is unable to reach the Owner, the Cattery will then make reasonable efforts to contact the emergency contact listed in **Schedule A** (the "**Emergency Contact**"). The Owner acknowledges and agrees that the Cattery may receive instructions from the Emergency Contact with respect to any suspected illness or injury and may release the Cat to the Emergency Contact, to the same extent as if they were the Owner; and
- (c) If the Cattery is unable to reach the Owner or the Emergency Contact, or if the Owner or the Emergency Contact does not provide adequate instructions to the Cattery for the care of the Cat, and if the Cat appears to require medical attention (in the Cattery's sole judgment), the Cattery is then authorized to use its reasonable discretion to seek medical care for the Cat including engaging the services of a veterinarian of its own choosing, on behalf of the Owner.

The Owner acknowledges and agrees that the Cattery will not be liable for the actions and decisions of any veterinarian with respect to any suspected illness or injury to the Cat.

The Owner further acknowledges and agrees that it will pay for all veterinary treatment received by the Cat and any other related fees or disbursements incurred on the Owner's behalf due to injury or illness to the Cat during the Cat's stay at the Cattery.

The Owner agrees to make any such payments directly to the attending veterinarian or reimburse the Cattery if direct payment cannot be made by the Owner. The Owner will provide the Cattery or the Veterinary clinic with its credit card details so that it may be used for the payment of such medical costs (if requested), and the Owner hereby authorizes the use of its credit card for those purposes (credit card information not to be held on file at the end of the Boarding Term).

6. Unclaimed Cats

In the event that an Owner has not returned to pick up the Cat within ten (10) days after the scheduled pickup date in accordance with the Boarding Term and has not made any alternate arrangements for payment and/or the continued boarding of the Cat at the Cattery, the Cattery may, at its sole discretion, consider the Cat to have been abandoned and may, at its sole discretion, make alternate living arrangements for the Cat without notice to the Owner.

7. General Provisions

- (a) This Agreement, including schedules thereto, constitutes the entire Agreement between the parties. Any modifications to the Agreement must be in writing and signed by the Cattery and the Owner.
- (b) This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- (c) In the event that any provision of this Agreement is deemed void or invalid by a Court of competent jurisdiction, the remaining provisions will be and remain in full force and effect.
- (d) The waiver by any party of any breach or violation of any provision of this Agreement will not operate or be construed as a waiver of any similar subsequent breach or violation of it.
- (e) Time is of the essence of this Agreement.
- (f) This Agreement enures to the benefit of, and is binding upon, the parties and their respective heirs, administrators, executors, successors, and assigns.

THE PARTIES have signed this Agreement on the _____ day of _____, 20_____.

CAT OWNER:

Wiggins Welding & Fabrication Ltd., d.b.a.
**MOUNTIAN VIEW KITTY COTTAGE &
PET SERVICES**, by its authorized signatory:

Name:

Name:

SCHEDULE A – OWNER AND CAT INFORMATION

Owner(s)

Name(s): _____

Address: _____

Email(s): _____

Phone No.: Home: _____ Cell: _____

Destination/Other (*please specify*): _____

Emergency Contact

Name: _____

Phone No.: Home: _____ Cell: _____

Veterinarian

Name/Clinic: _____

Phone No.(s): _____

Cat #1 Details

Name: _____ Age: _____ Sex: _____

Spayed/Neutered: _____ Breed: _____ Colour: _____

Feeding Schedule: How many times per day? _____

How much per feeding? _____

Brand of Food: _____

Special feeding instructions, including treats: _____

Does the Cat require medication? If so, please describe: _____

Pre-existing Conditions: _____

Other Info: _____

***** OWNER MUST PROVIDE PROOF OF CURRENT VACCINATION OR TITER TEST RESULTS ON OR BEFORE DROP OFF *****

Complete for each additional Cat, if applicable

Cat #2 Details

Name: _____ Age: _____ Sex: _____

Spayed/Neutered: _____ Breed: _____ Colour: _____

Feeding Schedule: How many times per day? _____

 How much per feeding? _____

 Brand of Food: _____

Special feeding instructions, including treats: _____

Does the Cat require medication? If so, please describe: _____

Pre-existing Conditions: _____

Other Info: _____

Cat #3 Details

Name: _____ Age: _____ Sex: _____

Spayed/Neutered: _____ Breed: _____ Colour: _____

Feeding Schedule: How many times per day? _____

 How much per feeding? _____

 Brand of Food: _____

Special feeding instructions, including treats: _____

Does the Cat require medication? If so, please describe: _____

Pre-existing Conditions: _____

Other Info: _____

***** OWNER MUST PROVIDE PROOF OF CURRENT VACCINATION OR TITER TEST
RESULTS ON OR BEFORE DROP OFF *****

SCHEDULE C

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT
(hereinafter referred to as the "Release Agreement")

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION

PLEASE READ CAREFULLY!

Owner(s) Initials: _____

TO: Wiggins Welding & Fabrication Ltd, d.b.a MOUNTIAN VIEW KITTY COTTAGE & PET SERVICES, and its directors, officers, employees, agents, volunteers, successors and assigns (all of whom are hereinafter referred to as the "**Releasees**").

In consideration of the Releasees providing boarding services for my cat(s), I/We hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I/We have or may in the future have against the Releasees and **TO RELEASE** the Releasees from any and all liability for any loss, damage, expense or injury that I may suffer as a result of my cat's stay at the Releasees' cattery, including injury, illness or death of my cat(s), **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES;**
2. **TO HOLD HARMLESS AND INDEMNIFY** the Releasees from any and all liability for any property damage of, or personal injury to, any third party resulting from my cat(s) stay at the Releasees' cattery;

In entering into this Release Agreement I am not relying upon any oral or written representation or statements made by the Releasees other than what is set forth in the agreement.

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this ____ day of _____, 20____

Signature of Owner:	Signature of Owner
Print Name:	Print Name: