

## CatNaps Boarding Agreement (the “Agreement”)

CatNaps (“we” or “our”) strives to provide the highest quality of feline care possible. We take the responsibility for caring for your cats seriously as we understand and respect that they are valued members of your family. The following policies and procedures are in place to ensure that all of our guests and their owners are treated with care and respect; the terms and conditions that follow in this Agreement shall govern the ongoing relationship between you and CatNaps. This Agreement shall take effect from the date signed below.

For good and valuable consideration, you and CatNaps agree as follows:

### 1. Definitions and Interpretation

In this Agreement, in addition to terms defined elsewhere in this Agreement, the terms defined below shall have the indicated meanings unless the context expressly or by necessary implication requires otherwise:

- i. **“Abandoned Animal”** has the meaning set forth in section 4.1(1) of the *Animal Protection Act* (Alberta).
- ii. **“Drop-Off Date”** means the date which you have agreed to drop off your cat(s) at our facility.
- iii. **“Feline Leukemia”** means the feline leukemia vaccination.
- iv. **“FVRCP”** means the feline distemper vaccination.
- v. **“Indoor”** means a cat which lives exclusively inside and has no opportunity to come in contact with cats that you do not own or care for.
- vi. **“Indoor/Outdoor”** means a cat which spends some of its time outdoors (whether on a leash, free-roaming, or otherwise), and as such may have opportunities to come in contact with cats that you do not own or care for.
- vii. **“Pick-Up Date”** means the date which you have agreed to pick up your cat(s) at our facility during the mutually agreed time.
- viii. **“Preferred Veterinarian”** means the veterinarian listed by you, pursuant to section 4 below.
- ix. **“Rabies”** refers to the feline rabies vaccination.
- x. **“Recommended Vaccinations”** means the vaccinations which CatNaps recommends, but does not require, your cat(s) to have during their

stay, which shall depend on whether your cat(s) is Indoor or Indoor/Outdoor, according to the terms set out in section 3 herein.

- xi. **“Required Vaccinations”** means the vaccinations which CatNaps requires your cat(s) to have during their stay.

### 2. Client Information

You agree to provide CatNaps with a complete and accurate Contact Information Form (Schedule 1) for each cat that you plan to board with us. We will keep such provided information on file for future use, and you agree to provide updates to such information as reasonably required or requested from CatNaps from time to time.

### 3. Vaccinations

We require that your cat(s) have vaccinations status as listed below, the status of which must be a true and accurate representation at the time of your booking, or otherwise must be administered at least seven (7) days prior to the Drop-Off Date. CatNaps requires updated vaccination documentation to verify such status at the Drop-Off Date, and such documents must show clearly that the Required Vaccinations do not expire before at least thirty (30) days after the Pick-Up Date. (Exceptions may apply and must be discussed with us upon booking.)

In addition to the Required Vaccinations, as set out below, we recommend your cat(s) also have current immunization for Feline Leukemia to protect it from any potential exposure. If you have not provided CatNaps with records of Recommended Vaccinations, you shall sign a waiver (Schedule 3) indicating your understanding of the possible risks associated as a result of your choice.

#### Indoor cat(s):

Required Vaccination: FVRCP

Recommended Vaccinations: Rabies and Feline Leukemia

#### Indoor/Outdoor cat(s):

Required Vaccinations: FVRCP and Rabies

Recommended Vaccination: Feline Leukemia

### 4. Emergencies

CatNaps requests that you provide us with contact information for an alternate contact in the case of an emergency in the space provided for in Schedule 1 should we be unable to reach you during your absence. Additionally, we request the contact information for your preferred veterinarian also on Schedule 1.

Should your cat(s) require medical attention during its/their stay, as determined in our reasonable discretion, we will attempt to contact your Preferred Veterinary Clinic and Preferred Veterinarian in order to attend to any medical needs. If your Preferred Veterinarian is unavailable, you agree that we can use other affiliated veterinarians as an alternates to provide any necessary medical care to your cat(s).

We will make every reasonable attempt to contact you in the unlikely event of illness, injury or any other emergency situation involving your cat(s). If we are unable to reach you, we will call your emergency contact as supplied by yourself in Schedule 1. **You will be responsible for any expenses that your emergency contacts authorize as well as any expenses that CatNaps incurs on your behalf.**

In the event we are unable to reach your emergency contacts, we will use the following instructions from yourself as guidance for our decisions:

You authorize CatNaps to act on your behalf, in the best interest of your cat(s). You request CatNaps to proceed with any treatment(s) determined by CatNaps, your Preferred Veterinarian, or other affiliated Veterinarian that are medically necessary for your cat(s) health and/or well-being, totaling up to a maximum of \$\_\_\_\_\_.

**You agree to release and hold harmless CatNaps from any liability should further injury, illness or loss occur as a result of the preceding payment limit.**

#### 5. Additional Charges

CatNaps reserves the right to charge for additional care determined fair and reasonable, or for supplying additional supplies, including additional syringes, medications, or other reasonable supplies as required during your cat(s)'s stay. If you do not supply CatNaps with an adequate supply of food for the duration of your cat(s)'s stay, you will be charged in accordance with the costs outlined in our website ([www.catnaps.ca](http://www.catnaps.ca)) for food we will provide.

CatNaps reserves the right to immediately and without notice change your cat(s)'s type of boarding if we believe it necessary to protect their health and well-being, or the health and well-being of other guests, or our staff.

#### 6. Release

CatNaps will not release your cat(s) to anyone other than yourself unless they have been pre-authorized at the Drop-Off Date.

You must arrange for a pick-up and drop-off time with CatNaps. Please provide CatNaps with advance notice should circumstances change and you need to pick-up your cat at a different time than previously agreed; CatNaps will make all reasonable efforts to accommodate your request.

#### 7. Representations and Warranties

You represent and warrant to CatNaps that, as at the date hereof and throughout the term of this Agreement:

- i. all documents provided as proof of vaccinations, as required by CatNaps pursuant to section 3 above, are a complete and accurate representation of your cat(s)'s vaccination record. Additionally, you warrant and agree to provide such accurate, complete and updated vaccine records as requested from time to time by CatNaps;
- ii. if you have only provided proof of the FVRCP vaccination, your cat is an Indoor cat as defined in section 1 v;
- iii. your cat(s) have not been exposed to rabies within 30 days prior to boarding;
- iv. if your cat is over four (4) months old, it has been spayed or neutered before its stay with us;
- v. you are the lawful and valid owner of the cat(s) being placed in our care, free and clear of all liens and encumbrances; and
- vi. your cat(s) is in good health at the Drop-Off Date, and any special medical requirements have been disclosed to CatNaps fully in Schedule 1.

You acknowledge that CatNaps is relying on the foregoing representations and warranties in agreeing to care for and board your cat(s). You shall promptly advise CatNaps should any of the foregoing representations and warranties cease to be true or correct.

#### 8. Safety of Staff and Standard of Care

Any cat(s) exhibiting aggressive behaviour towards people may not be removed from their suites for daily play time. Sometimes cats behave differently in new environments and require time to adjust. This protocol is in place to ensure the safety of your cat(s) and our staff.

Our staff members are trained and experienced in the safe handling and care of cats. Our duty is to provide a safe and comfortable environment. Our staff shall exercise the

care, and skill that a reasonable person would exercise in caring for your cat(s), as if it/they were their own, and in doing so shall use all reasonable knowledge and skill they possess to ensure this standard is met.

#### **9. Limitation of Liability**

**You agree to release, indemnify and hold harmless CatNaps and its employees and agents for any loss, illness, costs or expenses, liability or injury to your cat arising from CatNaps services, except those which result from the gross negligence or willful misconduct of CatNaps.**

For greater certainty, CatNaps will not be responsible for loss including, without limitation (i) resulting from any inaccuracy in the representation or warranty made by you hereunder or information provided by you to CatNaps; (ii) resulting from actions of your cat, including but not limited to destruction of property, bites, injury, and transmission of disease; and (iii) from any action by yourself which is in breach of the terms and conditions of this agreement. **In any event, you agree that CatNaps' liability shall in no event exceed the lesser of the current chattel value of a cat of the same breed or the sum of C\$200.00, whichever is less.**

Neither of the parties shall be responsible for their failure to perform or delayed performance of any obligations under this Agreement as a result of a Force Majeure. **"Force Majeure"** is an event or circumstance which is beyond the reasonable control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent. Such events include tornados, thunderstorms, earthquakes, flood, fire or other physical natural disasters, civil unrest, and other acts of God.

#### **10. Surrendering of Legal Ownership**

The *Animal Protection Act* (Alberta) governs the legal requirements of our actions should you fail to pick up your cat after the agreed Pick-Up Date.

You understand that if you have not picked up your cat(s) within the five (5) days following the agreed Pick-Up Date, and without making prior arrangements with us, your cat is legally deemed an Abandoned Animal, pursuant to the legislation, and you surrender the rights to your cat(s) accordingly. Any Abandoned Animal will be dealt with in compliance with the legislation, and you acknowledge that this may result in the selling or giving away of your cat(s). You agree that you are still responsible for all boarding charges incurred as a result of any late pick-up.

Please notify CatNaps immediately if you will be unable to pick-up your cat on the Pick-Up Date so that alternate arrangements can be made and agreed.

#### **11. Protection of Information**

Legislation including the *Personal Information Protection and Electronic Documents Act* (Canada) ("Privacy Legislation") imposes an obligation on CatNaps to protect the privacy and/or confidential information of individuals who engage CatNaps' services. Please note that your information is kept confidential pursuant to applicable Privacy Legislation, and we do not share it beyond CatNaps, Elizabeth Street Pet Hospital, and SAVE, with whom we are associated.

From time to time, CatNaps may wish to use pictures of your cats, as well as their names for the purpose of promoting their facility and services. You agree that you are providing your permission and for CatNaps to take and use photos and/or videos of your cat(s) on our Facebook page, on our Website, or other social networking and promotional materials including without limitation business cards, brochures or online ads.

Due to Canada's anti-spam law we require your consent to continue communication with you via email. At CatNaps, we primarily rely on emails to confirm scheduled boarding days, remind you of your upcoming dates, and to contact you with questions, emergencies, and general inquiries.

By signing this agreement you are agreeing to provide your consent for us to use your email and other contact information as provided below for our internal communication purposes.

If at any point, you would like to discontinue our email communications, you can do so at any time by emailing us with your first and last name and clearly stating your request to decline email communications.

#### **12. Payment**

You agree to pay CatNaps the full amount due at the Pick-Up Date, unless other arrangements have been made. CatNaps reserves the right not to release your cat(s) until all incurred costs have been paid for, and to charge you for all costs incurred as a result of a late release.

#### **13. Schedules**

*Schedule 1- Client Information*  
*Schedule 2- Vaccination Waiver*

**14. Governing Law**

This Agreement shall be governed, construed, and enforced in accordance with the laws of the Province of Alberta.

**15. Severability**

If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

**16. Entire Agreement**

This Agreement, and any attached Schedules, constitute the entire agreement between you and CatNaps. All terms and conditions of this agreement shall be binding on the heirs, agents and assigns of the parties. Any modifications or amendments to this Agreements (except to the Schedules which may be amended according to the foregoing) shall not be binding unless in writing and signed by both parties.

**17. Acknowledgement**

If you, the undersigned, have read and fully understand the above terms and conditions, and agree to them, please so indicate by signing and dating below, at which point it will constitute our agreement with respect to terms of your cat(s) boarding at CatNaps.

Yours truly,

**CatNaps**

\_\_\_\_\_

By:  
Confirmed and agreed to:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CLIENT NAME (PLEASE PRINT)

\_\_\_\_\_  
SIGNATURE

**← CUSTOMERS PLEASE SIGN HERE**

Schedule 1

**Client Information**

Owners' name:	
Phone #:	Alt #:
Address:	
Email address:	
Cat's name:	Breed:
Male/Female:          Birth date:	Color:
Clinic:	Allergies?
FVRCP Due On:	Are In-House Treats ok? Y/N
RABIES Due On:	Food brand name and type:
FELEUK Due On:	
Dry food instructions:	
Wet food instructions:	
Medication(s) and instructions:	
Special notes:	
Preferred Veterinarian:	
Emergency Contacts: (2)	

## Schedule 2

### Vaccination Waiver

Feline Leukemia Waiver \_\_\_\_\_

Rabies Waiver \_\_\_\_\_

I, the undersigned, state that to the best of my knowledge my cat(s), names as listed below, has/have not been roaming freely out-of-doors, has not been in contact with any non-vaccinated pets, sick animals, feral cats or other feral creatures. I understand that my cat is not vaccinated against Feline Leukemia or Rabies and therefore I accept all responsibility for any associated risks of having them housed in a busy feline boarding facility. I release CatNaps, its owners and staff, from all liability should my cat contract Feline Leukemia or Rabies while boarded at CatNaps.

Cat(s) Name(s):

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DATE

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NAME (PLEASE PRINT)

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SIGNATURE