

## HAPPY CATS RETREAT

### BOARDING CONTRACT – TERMS & CONDITIONS

**This Contract and the Supplements referred to herein shall apply to all visits by Owner's Cat/s to Happy Cats Retreat until a new one is provided, which can be at any time.**

**1.CONTRACT:** This Contract, and the Reservation, Check-in Information and Requirements, Emergency Treatment Permission, and Medication Record forms (hereafter called "Supplements") and incorporated by reference, contain the entire Contract between the parties. This is a Contract between Happy Cats Retreat (hereafter called "Retreat"), and the cat/s owner/s whose signature/s appears below (hereafter called "Owner") should Owner's agent/partner sign this Contract for Owner, then all terms of this Contract shall apply to Owner and Owner's agent/partner.

**2.TERM:** The term of this Contract shall be from the date signed, and is valid for future boarding arrangements, until a new one is provided, which can be at any time. All terms and conditions of this Contract shall be binding on the heirs, administrators, personal representatives and assigns of the Owner and Retreat.

**3.SERVICES:** Retreat, its employees and independent contractors (thereafter called "Caretakers") agree to provide the services to Owner's cat/s during each visit as indicated on the Supplements that Owner completes or reviews for each of Owner's cat/s visits. Retreat and Caretakers shall exercise reasonable care while providing the services stated in this Contract for the cat/s while it is in the care of the Retreat.

**4.LIABILITY:** In consideration for these services and as an express condition thereof, Owner expressly waives and relinquishes any and claims against Retreat. The Owner further agrees to be solely responsible for any and all acts of behavior of said cat/s while it is in the care of the Retreat.

All cat/s are boarded or otherwise handled or cared for by Retreat without liability on Retreat's part for loss or damage from transferring of parasites from one cat to another cat, death, release Retreat from any liability for injury, loss, or death of owner's cat/s from any causes other than our negligent acts or omissions. If Retreat's negligent acts or omissions are the cause of Owner's cat/s injury, loss or death, then Retreat's liability shall be limited to the lesser of the chattel value of Owner's cat/s or \$200.00. Owner and Retreat expressly agree that Retreat's liability shall, in no event, exceed the lesser of the current chattel value of a cat of the same breed or the sum of \$200.00 per cat boarded.

All cat/s coming into Retreat are require to be vaccinated for FVRCP and Rabies. Feline Leukemia vaccination is recommended but not required. However, it is still possible for a cat to become ill, even if vaccinated. This is not due to any circumstance or condition at the Retreat, and Owner agrees that Owner will not hold Retreat liable in the event Owner's cat/s becomes ill during or after its stay.

**Initials** \_\_\_\_\_

**5.EMERGENCY TREATMENT:** All Owners must complete and sign and Emergency Treatment Permission Form to be kept on file at the Retreat. If your cat/s becomes sick or injured and requires professional attention, or your cat/s' health demands quick action, you hereby authorize Retreat to have a veterinarian Retreat selects look at and treat the cat/s for the cause and effect at your expense. Retreat would not take your cat to your own vet under normal circumstances. It would not be unusual for Retreat's vet to contact your vet for needed information or professional courtesy. Retreat will attempt to reach you. If we cannot reach you, you authorize us to contact the individual designated as Emergency Contact. You agree that your Emergency Contact shall have your full and complete authority to make all decisions, including the expenditure of funds, for or on behalf of you and your cat/s.

If Retreat feels that the cat/s requires medical attention and/or are unable to reach you or your emergency contact, your cat/s will be taken to a local veterinarian of our choices. If the problem occurs after hours, Retreat will use the emergency clinic at All 4 Paws Animal Hospital. 912 Williams St, Apex, NC 27502. All necessary vet visits for your cat/s or another cat, or hospital visits for a person, caused by your cat/s, being reasonable in amount, shall be promptly paid for by you. You agree to hold Retreat harmless from any action, claim, or suit, including its attorney's fees brought by third parties connected with medical treatment to the cat/s which you drop-off for boarding at Retreat.

**6.NOTICE/LEGAL EXPENSES:** Any legal expenses incurred in defense or enforcement of this contract shall be the total responsibility of the Owner. Owner agrees that owner shall release any right for compensation relating to Owner's cat/s or Owner's cat/s stay unless Owner provides Retreat with written notice of such claim within sixty (60) days of Owner's cat's stay with Retreat.

**7.ARBITRATION:** If Retreat denies or disputes Owner's claim, any controversy or claim arising out of or relating to this Contract or breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this Contract, shall be settled by arbitration in accordance with the rule of the American Arbitration Association, and judgement upon the award rendered by arbitrator may be entered in any Court having jurisdiction thereof. If Owner does not submit Owner's claim to arbitration within sixty (60) days of receiving Retreat's written denial or dispute of Owner's claim, then Owner shall forever be barred from arbitration or any other remedy.

**8.OWNER'S DISCLOSURE:** By signing this Contract and leaving the cat/s with the Retreat, Owner certifies to the accuracy of all information given about cat/s on this Contract and Supplements and is the sole owner of the cat/s, and represents that: all pertinent information about the cat/s health and behavior have been disclosed in the Supplements, all cat/s' vaccinations are current, the cat/s is free from and has not been exposed to rabies or any contagious illness within 30 days prior to beginning its stay with Retreat, and that Owner's cat/s has no illness or behavior problem (including indemnify and hold Retreat harmless, from and against all loss, damages, or expense, including attorney's fees, resulting from misrepresentations by Owner or Owner's agents or resulting from Owner's cat/s stay including, without limitation, any person claiming to be the owner of owner's cat/s and any person claiming damage or injury by Owner's cat/s.)

**9.ABANDONMENT:** If owner or Owner's authorized Agent does not pick up cat/s on the agreed upon Pick-up date, Retreat may exercise abandonment procedure right include: Supplements at Owner's expense. Notwithstanding the foregoing, if such cat/s becomes abandoned as defined in W.N.C.G.S.A. Chapter 14-361.1, all services for such cat/s will be eliminated other than scheduled medical treatment and/or basic services, until such cat/s is picked up by Owner or authorized Agent or transferred to humane society or animal shelter. Abandoned cat/s will remain at the Retreat for three (3) days past the expected Pick-up date before being taken to the humane society or animal shelter as an abandoned pet, and Retreat shall have no further responsibility for the cat/s. Owner shall remain liable to Retreat for all unpaid charges including court costs and reasonable attorney's fees incurred in the collection of the charges.

**10.PAYMENT:** Owner agrees to pay Retreat for the services provided to Owner's cat/s during each visit, all costs and charges for special services requested, and all veterinary/medical costs obtained for the cat/s during the boarding at the sole discretion of the Retreat, at the rates in effect on the date cat/s is checked into the Retreat at the start of such visit (collectively the "charges") **Anticipated charges for the reserved services are due at time of drop-off** (reservation deposits will be deducted from the total charges due at drop-off). If Owner returns home early, payment is due in full for the dates reserved and no refund or credit will be issued. All outstanding charges are due and payable upon completion of services, which will be at pick-up. **No cat/s will be release to Owner/s until all outstanding charges are paid.** A late fee of \$30 will be added to the total payment after five (5) business days, 1-1/2% per month (18% per annual) will be added to balances remaining unpaid in excess of 30 days.

**11.PHOTOGRAPHS:** Occasionally, photographs or video footage may be taken of cats that are staying at Retreat. Owner gives permission for any resulting photographs or video of Owner's cat/s to be used for advertising or educational material, understanding that the resulting photographs or videos are the sole property of Retreat.

**12.SIGNATURES:** of the Owner, and their spouse or partner/s are required before services will be rendered by Retreat. Owner certifies that ALL Owners of cat/s are listed, have read, fully understand and agree to all terms and conditions of this Contract, agree to release Retreat its owners and Caretakers from all liability should Owner's cat/s sustain any illness or injuries, mild or severe while in the care of Retreat, and take full responsibility for payment of fees and any and all outstanding charges incurred by Retreat upon completion of services contracted, which shall be at time of pick up.

**Main Contact**

_____	_____	____ / ____ / ____
Signature	Print Name	Date (mm/dd/yy)

**Spouse or partner**

_____	_____	____ / ____ / ____
Signature	Print Name	Date (mm/dd/yy)