

WILLOW HILL CAT HOTEL AND BOARDING

BOARDING CONTRACT

Dated the _____ day of _____, 20_____.

BETWEEN:

TIANA AND RYAN DEAR, carrying on business as Willow Hill Cat Hotel and Boarding, 12984 Mill Street, Maple Ridge, BC V4R 2R8

("Willow Hill Cat Hotel and Boarding")

AND:

Print name(s)

Address

("the Owner(s)")

- A. Willow Hill Cat Hotel and Boarding accepts the Cat or Cats (collectively the "Cat") listed on the Cat Particulars ("Cat Particulars") attached as Schedule "A" for boarding on the following terms and conditions:
1. Willow Hill Cat Hotel and Boarding agrees to board the Cat on the facilities situate at 12984 Mill Street, Maple Ridge, BC V4R 2R8 (the "Cat Hotel") as shown on our web site www.willowhillcats.com
 2. Willow Hill Cat Hotel and Boarding will provide the Cat with the following:
 - a. Clean sanitary individual accommodation at the Cat Hotel;
 - b. Feeding schedule as directed by the Owners;
 - c. Clean Litter Box;
 - d. Daily care as directed by Owners as set out on the Cat Care Plan ("Cat Care Plan") attached as Schedule "B";
 - e. Access to clean water at all times;
 - f. Regular supervision;
- B. Willow Hill Cat Hotel and Boarding has the following policies and the Owner(s) confirm that they have reviewed the following policies and agree to the terms and conditions set out below:

Reservations:



1. Subject to availability, Willow Hill Cat Hotel and Boarding will reserve accommodation for the Cat upon receipt of a \$40.00 deposit (the "Deposit") which Deposit shall be non-refundable;

Delivery of Cat:

2. The Owner(s) agree:
 - a. to deliver the Cat to Willow Hill Cat Hotel and Boarding in a secure carrying case, or, in the alternative, on a leash, if the cat is Leash trained;
 - b. Boarding shall commence on the date of the Reservation ("Reservation Date") made by the Owner(s) whether or not the Cat has been delivered to Willow Hill Cat Hotel and Boarding on the Reservation Date;
 - c. If the Cat is not delivered by 7:00 pm on the Reservation Date, the Deposit will be forfeited to Willow Hill Cat Hotel and Boarding and the Reservation cancelled;
 - d. By delivery of the Cat to the Willow Hill Cat Hotel and Boarding premises, the Owner(s) acknowledge that the premises and accommodations for the Cat have been inspected and found to be in a clean and sanitary condition and the Owner(s) acknowledge that they have satisfied themselves as to the safety of the facility and the condition of the premises in which the Cat will be housed and all other arrangements under which the Cat will be kept.

Condition of Cat:

3. The Owner(s) warrant and represent:
 - a. Each Cat has been immunized within the past 12 months as stated in the Cat Particulars;
 - b. To the best of my/our knowledge the Cat does not have fleas and has not exhibited any signs of fleas (such as continuous scratching or biting at itself);
 - c. To the best of my/our knowledge the Cat does not have any medical condition which has not been completely described in the Cat Particulars;
 - d. To the best of my/our knowledge using all reasonable due diligence, the Owner(s) confirm that the Cat does not harbour any disease which could be contagious either to other animals or to humans.

Daily and overnight boarding:

4. **For daily boarding:** A day "Day" shall commence at the time of delivery of the Cat to the Willow Hill Cat Hotel and Boarding premises and ends at 5:00 o'clock pm on the same day;
5. **For overnight boarding:** A Day shall commence at the time of delivery of the Cat to the Willow Hill Cat Hotel and Boarding premises and ends at 12:00 o'clock noon the following day.
6. **Rate Schedule:** The Owner agrees to remit payment for the Boarding of the Cat in accordance with the attached rate schedule ("Rate Schedule").
7. **Payment:** Payment of all monies outstanding shall be made to Willow Hill Cat Hotel and Boarding at the time the Cat is returned to the Owner(s) and shall be made by cash or cheque. The Owner(s) agree to provide their credit card information to Willow Hill Cat Hotel and Boarding to be used in the event the Cat requires emergency medical attention as set out below.

Emergency Medical Attention:

8. Willow Hill Cat Hotel and Boarding agree that if, in the sole opinion of Willow Hill Cat Hotel and Boarding or its employees, the Cat requires medical attention, Willow Hill Cat Hotel and Boarding will attempt to contact the Veterinarian set out in the Cat Particulars for consultation, either by phone or by delivering the cat to the said Veterinarian for treatment at the Owner's expense;
9. In the event the Owner's Veterinarian is not available to Willow Hill Cat Hotel and Boarding, or is not situated within a reasonable distance of Willow Hill Cat Hotel and Boarding, Willow Hill Cat Hotel and Boarding, in its sole discretion, shall have the option of consulting with another qualified Veterinarian and, if deemed necessary, delivering the Cat to that Veterinarian for treatment at the Owner's expense.
10. Charges related to the emergency medical treatment of Cat (including mileage at \$1.00 per kilometre) and wages paid to the employee of Willow Hill Cat Hotel and Boarding delivering the Cat at \$20.00 per hour for the time spent for travelling and attending at the Veterinarian Office are for the account of the Owner(s).
11. Where possible, in the event of a medical emergency arising with respect to the Cat, Willow Hill Cat Hotel and Boarding will attempt to contact the Owner(s) to advise of the situation with the Cat.
12. In the event of a medical emergency, Willow Hill Cat Hotel and Boarding is hereby authorized to supply the credit card information of the Owner(s) to the Veterinarian caring for the Cat and the Owner(s) authorize such charges up to the sum set out in the Cat Particulars to be paid by the credit card.
13. Any Veterinarian expenses as a result of the above medical emergency which are paid for by Willow Hill Cat Hotel and Boarding or its employees on behalf of the Owner(s) shall be reimbursed to Willow Hill Cat Hotel and Boarding as soon as possible and prior to the return of the Cat to the Owner(s).
14. The Owner(s) agree to grant Willow Hill Cat Hotel and Boarding, including Tiana and/or Ryan Dear and/or its employees acting at the direction of Willow Hill Cat Hotel and Boarding, a limited Power of Attorney in the form attached hereto as Schedule "C".

Release, Waiver and Indemnity

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the undersigned, their heirs, executors, administrators and assigns, the undersigned do hereby remise and release and forever discharge Tiana Dear, Ryan Dear, Willow Hill Cat Hotel and Boarding, and any employees of either of them, their heirs, executors, administrators, and assigns, of and from any and all manner of actions, causes of suits, contracts, claims, demands of every nature or kind whatsoever and, without limiting the generality of the foregoing, any such actions, causes of suits, contracts, claims demands of every nature or kind which may arise under the *Occupiers' Liability Act, R.S.B.C. 1996 Chapter 337* and amendments thereto which the undersigned now have or which their heirs, executors, administrators and assigns can have or may have against the said Tiana Dear, Ryan Dear, Willow Hill Cat Hotel and Boarding, and or their respective employees, which for or by reason of or arising out of any cause, matter, or thing whatsoever, whether realized or suspected occurring or arising out of the

performance of the Boarding Agreement by Tiana Dear, Ryan Dear, Willow Hill Cat Hotel and Boarding, or any employees of either of them, or the entry upon the premises by the Owner(s) or the entry upon the premises by the duly authorized agent of the Owner(s) for the purposes of delivering the Cat or retrieving the Cat.

Further, the Owner(s) hereby acknowledge that any incorrect information provided by the Owner to Willow Hill Cat Hotel and Boarding, or their respective employees, may cause Willow Hill Cat Hotel and Boarding to be liable to third party owners for damages or injury to their respective cats while in the possession of Willow Hill Cat Hotel and Boarding and agrees to indemnify and save harmless Willow Hill Cat Hotel and Boarding, Tiana Dear, Ryan Dear and its employees for all such claims.

Dated at the City of _____, this _____ day of _____, 20_____

SIGNED AND DELIVERED by the Owner(s)
in the presence of:

)
)
) _____
) (signature) print name below signature

Signature of witness

Name of witness:

Address of witness

) _____
) (signature) print name below signature

Occupation

"As to all signatures".

WILLOW HILL CAT HOTEL AND BOARDING

Addendum to contract

BETWEEN:

WILLOW HILL CAT HOTEL AND BOARDING
12984 Mill Street
Maple Ridge, BC
V4R 2R8

(Herein called "Willow Hill")

AND:

Name of Owner

(Herein called the "Owner")

Time and date cat in: ____ day of _____, 20____

at _____hours.

Time and date cat out: ____ day of _____, 20____

at _____hours.

Acknowledge of receipt of cat by Owner:

Notice is hereby given to Tiana Dear and Ryan Dear of the revocation of the Limited Power of Attorney granted by me and that the authority of Tiana Dear and Ryan Dear to authorize a veterinarian to administer emergency medical treatment to Cat and to pay veterinarian and medical costs is hereby terminated.

Signature of Owner

POWER OF ATTORNEY

This limited Power of Attorney is given on _____ 20____, by:

_____ and _____ both of _____
(Owner's name) (Owner's name) (Owner's address)
_____, British Columbia,

I/We, the undersigned, hereby appoint the following persons:

Tiana Dear and Ryan Dear ("Attorney") of 12984 Mill Street, Maple Ridge, B.C., who may act separately, to be my attorney(ies) in accordance with the *Power of Attorney Act* and to do, on my behalf, the following:

1. In the event of an emergency illness or injury to my Cat(s) _____, ("Cat(s)") at my Attorney's discretion, to authorize a Veterinarian to administer emergency medical treatment of Cat(s), or any one Cat, in the possession of my attorney;
2. To pay the fees and disbursements of the Veterinarian on my behalf using the credit card numbers supplied by me to my Attorney;
3. To pay the cost of any medication purchased for my Cat(s), or any one of them, in the possession of my Attorney plus any taxes attributable to the cost of such medication using the credit card numbers supplied by me to my Attorney;

Dated at _____, in the Province of British Columbia, this _____ day of _____, 20_____.

WITNESS

(Signature)

(Print Name)

(Address)

(Occupation)

) _____
) (sign above and print name below signature line)
) _____
) _____
) (sign above and print name below signature line)
) _____
) _____
) _____

"As to all signatures"