



BOARDING AGREEMENT

BETWEEN:

DONALD and JUDITH ELLIS doing business as:
Creekside Cats Boarding Hotel
4290 Wright Street, Abbotsford, B.C. V2S 7Y8

("Creekside")

AND:

Name of Owner(s): _____

(the "Owner")

- A. Creekside accepts the cat or cats (the "Cat") on the following terms and conditions:
- 1) Creekside agrees to board the Cat at the facilities situated at 4290 Wright St, Abbotsford, British Columbia, (the "Cat Hotel") as shown at www.creeksidecats.com, unless Creekside deems emergency circumstances require otherwise;
 - 2) Creekside will provide the Cat with the following:
 - a. clean, sanitary, individual accommodations at the Cat Hotel;
 - b. access to food as directed by the Owner;
 - c. a clean litter box;
 - d. daily care plan followed, as directed by the Owner;
 - e. access to clean water at all times; and
 - f. regular supervision.
- B. Creekside enforces the following policies (the "Policies") and the Owner confirms that he or she have reviewed the Policies and agree to the terms and conditions set out below:

BOARDING INFORMATION

1. The Owner will provide the particulars or updates of the particulars relating to:
 - a. the Owner, including but not limited to emergency contact, and veterinarian;
 - b. the duration the Cat will be boarded with Creekside, (the "Boarding Period"), including but not limited to the dates and times the Cat is delivered and is to be collected from the Cat Hotel; and
 - c. the Cat, including but not limited to medical conditions, feeding instructions, vaccinations and immunizations, and other information.

DELIVERY OF THE CAT

2. In the Policies, "Check-In" means the date and time the Cat is or will be delivered to the Cat Hotel.
3. The Owner agrees:
 - a. to deliver the Cat to Creekside in a secure carrying case and leave this case on the premises; and
 - b. that by delivering the Cat to the Cat Hotel, the Owner acknowledges the premises and accommodations for the Cat have been inspected and found to be in a clean and sanitary condition. The Owner is satisfied as to the safety of the facility, 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 THE CAT

4. The Owner ensures that the particulars of the Cat are correct and that the Cat:
 - a. has been immunized within the past 12 months, or has written consent from a veterinarian to exempt the Cat from immunizations and to release Creekside from responsibility for any illness that may have been prevented by immunizations;
 - b. is free of fleas;
 - c. does not have any undisclosed medical condition or disease which adversely affects the health of the Cat; and
 - d. does not have any undisclosed disease or illness that is or could be contagious.
5. The Owner will indemnify and hold harmless Creekside for any claim or third-party claim arising from the Owner's failure to provide accurate information about the Cat.

EMERGENCY MEDICAL ATTENTION

6. The Owner agrees that Creekside has the sole discretion as to whether the Cat requires emergency medical care from a veterinarian.
7. If Creekside determines that the Cat requires emergency medical attention:
 - a. Creekside may consult with or deliver the Cat to the veterinarian specified by the Owner (the "Veterinarian"), at the Owner's expense, provided the Veterinarian's office is open for business and located at a distance Creekside deems a suitable given the circumstances.
 - i. If the Veterinarian is unavailable or Creekside deems the Veterinarian's office unsuitably distant given the circumstances, Creekside, in its sole discretion, may consult with and deliver the Cat to another veterinarian at the Owner's expense.
 - b. Creekside will attempt to contact the Owner or the Owner's emergency contact.
 - i. If Creekside is successful in contacting the Owner or the Owner's emergency contact, he or she may make decisions on how to proceed with the Cat's care.

- ii. If Creekside is unsuccessful contacting the Owner, or the Owner's emergency contact, Creekside will make medical decisions based on the advice of a veterinarian.
- 8. The Owner will reimburse Creekside for any and all veterinary expenses within the veterinary services expenses limit specified by the Owner.

COLLECTION OF THE CAT

- 9. In the Policies "Check-Out" means the date and time the Cat is to be collected from the Cat Hotel.
- 10. The Owner will collect the Cat at Check-Out.
- 11. The Owner may request to postpone Check-Out by notifying Creekside prior to Check-Out.
 - a. Creekside may deny requests to postpone Check-Out.
- 12. If the Cat has not been collected within 7 days of Check-Out, Creekside may utilize its sole discretion to deliver the Cat to a branch of the SPCA or directly rehome the Cat as Creekside deems suitable.

BOARDING RATES

- 13. In exchange for boarding the Cat, the Owner agrees to pay Creekside:
 - a. the current rates of Creekside, as listed at www.creeksidecats.com, or
 - b. a conditional rate as agreed upon by Creekside and the Owner, on or before Check-Out.
- 14. If the Owner does not pay Creekside on or before Check-Out, the Owner will pay Creekside the current per night rate, as listed at www.creeksidecats.com, for the entire duration of the Boarding Period within seven (7) days.
- 15. For the purposes of billing:
 - a. the night begins at the time the Cat is delivered to Creekside and ends at 12:00 p.m. the following day; and
 - b. if the Cat is retrieved after 12:00 p.m., then a new night has commenced and the Owner will pay Creekside for the new night.

GENERAL

- 16. Time is of the essence in the Policies.

RELEASE, WAIVER AND INDEMNITY

(To be completed with a staff member of Creekside at Check-In)

For good and valuable consideration, receipt of which is hereby acknowledged by the undersigned, their heirs, executors, administrators and assigns, the undersigned do hereby remise and release and forever discharge Creekside, their heirs, executors, administrators and assigns of and from any and all manner of actions, causes of actions, suits, contracts, claims, demands of every nature or kind whatsoever and particularly which may arise out of the *Occupiers Liability Act*, [RSBC 1996], c.337, and amendments thereto which against the said Creekside, the undersigned now have or which their heirs, executors, administrators and assigns can have or may have 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 agreement by Creekside or the entry upon the premises by the Owner or the entry upon the premises by the duly authorized agent of the Owner for the purposes of delivering or retrieving the Cat.

The undersigned agree that this release contains the entire agreement between the undersigned and Creekside Cats.

By signing this indenture, the undersigned adopts the seal after their signature as being their seal and as full consideration for the giving of this waiver and release.

Dated this ____ day of _____, 20____.

Staff Signature

Owner's Signature

Staff Name

Owner's Name