

# *Feline Fabulous* Boarding Agreement

This is an agreement between Feline Fabulous and the Pet owner whose name and signature appears below (hereinafter called "Owner"). Following are the terms of service for the stay of Owner's pet as a guest of Feline Fabulous:

- 1. DISCLOSURE:** By execution of this Agreement and leaving Pet with Feline Fabulous, Owner certifies to the accurate disclosure of all information provided to Feline Fabulous either in writing or orally about the Pet, and Owner specifically represents that he or she is the sole owner of the Pet, free and clear of all liens and encumbrances. Owner agrees to disclose to Feline Fabulous all known medical conditions and/or behavior problems, which may affect Pet's care. Owner specifically represents to Feline Fabulous that pet is healthy and meets Feline Fabulous published vaccination standards. Feline Fabulous reserves the right to refuse service to any Pet for any reason, at any time, including, but not limited to: pets lacking proof of vaccinations, pets displaying signs of untreated or potentially contagious conditions and/or pets exhibiting aggressive or unacceptable behavior. In addition, Owner agrees that if any fleas or ticks are discovered on the Pet during check-in or at any time during the Pet's Services, Feline Fabulous will administer a natural flea bath to the Pet at Owner's expense. Owner represents that each time Pet is brought to Feline Fabulous, Owner is recertifying that the Pet is in good health and has not had any communicable illness of any kind for 30 days prior to check-in. Owner further agrees to inform Feline Fabulous of any changes in pet's condition and/or behavior prior to subsequent check-ins. For the purposes of this Agreement, the term "Pet" refers to all pets under the said ownership of Owner who utilize Feline Fabulous for such Services.
- 2. MEDICAL ATTENTION:** Owner authorizes Feline Fabulous to obtain medical attention for Pet from any qualified veterinarian and to transport Pet to and from that veterinarian when Feline Fabulous deems such medical care is important to Pet's health. Owner grants Feline Fabulous or its employees or agent's full power of decision-making involving the medical treatment of Pet and Owner agrees to pay for all costs associated.
- 3. PAYMENT:** Owner agrees to pay the applicable service rates in effect on the date Pet is checked out Feline Fabulous and to pay for any additional services requested by Owner. Owner agrees that the Pet shall not leave the facility until all charges are paid in full by Owner. Feline Fabulous shall have, and is hereby granted, a lien on the pet for any and all unpaid charges resulting from services provided by Feline Fabulous. Feline Fabulous may exercise its lien rights within ten days after written notice has been given by Feline Fabulous to Owner via certified mail. Feline Fabulous accepts cash, personal check, Visa, and MasterCard. You will be charged a fee of \$30.00 for all returned checks regardless of reason.
- 4. ABANDONMENT:** If Pet is not picked up by Owner (or an authorized representative of Owner) within 14 calendar days after the day pet is scheduled to depart, Owner understands that Pet shall be deemed to be abandoned and Feline Fabulous has the right to place Pet with a new owner. Owner understands that pet abandonment may be a criminal or civil violation. Owner shall remain liable for all fees due and, in addition, agrees to pay any and all costs in the prosecution of these statutes. Owner is to be notified of such action by receipted mail, and no further notice shall be deemed necessary.
- 5. ASSUMPTION OF RISKS:** Owner acknowledges and is aware that the employees of Feline Fabulous are not veterinarians and do not have backgrounds in animal medicine and are not expected to diagnose or detect illnesses in the pets that are staying at Feline Fabulous. In addition, Owner acknowledges and is aware that no amount of supervision, sanitation, or personalized care can prevent a pet from contracting an airborne virus or communicable disease. Owner understands these risks and hereby releases Feline Fabulous, its employees or members or other agents, from any and all losses, damages, costs and expenses arising out of or in connection with any injury, communicable disease, airborne virus, or any other medical condition contracted by Owner's Pet at Feline Fabulous. This also applies to any claims for injuries or damages related to such medical care or transport. Furthermore, Owner agrees to be held solely responsible for any and all acts and behavior of said Pet while in the care of Feline Fabulous, including payment of costs for injury to staff or other animals or damage to facilities caused directly by the Pet.
- 6. MULTIPLE FAMILY MEMBERS:** If Owner requests to board Pet together with other "family members" in the same suite, Owner acknowledges and understand that actions of pets may be unpredictable and such an arrangement may significantly increase the chance of injury, aggression and altercations regardless of the amount of supervision. In such case, Owner understands said Pet(s) must be separated and any applicable multiple family discounts may no longer apply. Owner hereby holds Feline Fabulous harmless from any such claim or action as a result of boarding Pet(s) together.
- 7. COMPLIANCE:** Owner agrees to comply with the published House Rules of Feline Fabulous, which may be revised from time to time, with or without notice. In the event there is a discrepancy, this Agreement shall supersede the contents of the House Rules.

8. ENTIRE UNDERSTANDING: This Agreement contains the entire agreement between the parties. All terms and conditions of this Agreement shall be binding on the heirs, administrators, personal representatives and assignees of the Owner and Feline Fabulous. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this Agreement, shall be settled in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any Court having jurisdiction thereof. The arbitrator shall, as part of the award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party. The arbitrator(s) shall apply North Carolina law to the merits of any dispute or claim, without reference to conflicts of law rules. The parties hereby consent to the personal jurisdiction of the state and federal courts located in North Carolina and agree that such courts shall have the sole and exclusive jurisdiction for any action or proceeding arising from or relating to the Agreement or relating to any arbitration in which the parties are participants. The parties have read and understand this clause, which discusses arbitration. The parties understand that by signing this Agreement that they will submit any claims arising out of, relating to, or in connection with the Agreement or the interpretation, validity, construction, performance, breach, or termination thereof, to binding arbitration and that this arbitration clause constitutes a waiver of the party's right to a jury trial and relates to the resolution of all disputes relating to all aspects of the relationship between the parties. It is expressly agreed by Owner and Feline Fabulous that Feline Fabulous liability shall in no event exceed the lesser of the current chattel value of a pet of the same breed or the sum of \$200 per Pet.

OTHERS AUTHORIZED TO PICK-UP MY PET:

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_

SIGNATURE: Owner: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Feline Fabulous Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*We encourage you to bring an unwashed, disposable t-shirt to help reduce separation anxiety, and you may bring your pet's bed, blanket, and favorite toy. Please label all personal items and do not bring anything that cannot be washed in a washing machine (hot water) and dried in the dryer. We are not responsible for lost or damaged articles.