



Boarding and Services Agreement

Notice to the pet owner/guardian:

Please read carefully. This agreement includes a release of liability and waiver of legal rights, and deprives you of the right to sue Mod Cat Hotel, and related parties. Do not sign this agreement unless you have read it in its entirety and understand its effect, policies, procedures, pet release, waiver of liability, assumption of risk and indemnification agreements.

In consideration for my pet _____ being permitted to be a pet guest at Mod Cat Hotel, by signing this document, I _____ (Owner/Guardian), make the following representations, certify the accuracy of all information provided to Mod Cat Hotel at any time, and agree to all the following policies, procedures, terms and conditions stated below in this Mod Cat Hotel Boarding and Services Agreement.

Policies, Procedures, Terms and Conditions – Boarding:

1. Owner/Guardian:

I represent that I am the owner and/or authorized guardian of my pet and I am fully authorized to enter this agreement.

2. Refusal of Service.

I understand Mod Cat Hotel reserves the right to deny admittance to any pet for any reason, at any time.

3. Pet Requirements.

I represent that my pet meets all of the following requirements:

- A. is four months of age or older;
- B. is current on his/her required vaccinations;
- C. is on a monthly flea and tick preventative medication;
- D. has been in good health for the last 30 days prior to check-in;
- E. my pet is not aggressive or known to bite;
- F. I have completed the Cat Profile, and
- G. my cat will enter and exit Mod Cat Hotel facility in a cat carrier.

4. Health.

I represent that my pet has not had any contagious illnesses of any kind for 30 days prior to check-in. I am aware and understand that Mod Cat Hotel employees are not veterinarians and do not have backgrounds in animal medicine. Mod Cat Hotel employees cannot diagnose or detect illnesses in the pets that are staying at Mod Cat Hotel. I agree to assume all risk associated with the administration of medication by Mod Cat Hotel during my pet's stay. In addition, I acknowledge and am aware that vaccines do not protect against all contagious illnesses that may affect my pet. I hereby agree to indemnify Mod Cat Hotel, its owners, directors, officers, employees and agents against any claims made

against Mod Cat Hotel, it's owners, directors, officers, employees and agents as a result of my failure to inform Mod Cat Hotel of any pre-existing medical conditions that my pet may have.

5. Flea and Ticks.

I agree that if any fleas or ticks are discovered on my pet during check-in or at any other time while my pet is receiving services at Mod Cat Hotel, that Mod Cat Hotel may administer a flea bath and flea spot treatment at my expense.

6. Veterinarian Liability and Care.

I agree to allow Mod Cat Hotel to obtain veterinarian medical treatment for my pet, if, in its sole discretion it appears that, the pet is ill, injured, or exhibits any other behavior that would reasonably suggest that my pet might need medical treatment. Medical treatment may require transportation of my pet to receive care and I hereby authorize such transportation. I grant Mod Cat Hotel full authority to make decisions involving the medical treatment of my pet during its stay at Mod Cat Hotel. I agree that I am fully responsible for the cost of any such medical treatment and transportation. I agree that I am assuming all risk of illness, disease, harm or otherwise to my pet by allowing my pet to participate in services at Mod Cat Hotel. Furthermore, I agree that I am assuming all risk of the consequences associated with any decisions made by Mod Cat Hotel, relating to the medical care and transportation of my pet.

7. Transportation.

I agree that if my pet is transported to or from Mod Cat Hotel by Mod Cat Hotel, its employees or agents that I agree to hold Mod Cat Hotel, its owners, directors, officers, employees and agents harmless in the event of injury or accident during transportation.

8. Pet Behavior.

I agree to be solely financially responsible for any and all acts or behavior of my pet while in the care of Mod Cat Hotel, which may include payment of damages for the injury caused by my pet to other animals, humans and/or Mod Cat Hotel facility. In addition, I agree that if my pet is injured by another pet, I hereby release Mod Cat Hotel, its owners, directors, officers, employees and agents from all liability and financial responsibility for such injury. I further understand that if my pet bites a human or pet, that Mod Cat Hotel may contact the appropriate authorities.

9. Abandonment Notice.

I fully understand and agree that if my pet is not picked up by myself or an authorized representative within 14 calendar days after the day my pet is scheduled to depart, that my pet shall be deemed "abandoned" in accordance with California Civil Code 1834.5 and 1834.6. I understand if I abandon my pet at Mod Cat Hotel, Mod Cat Hotel, in its sole discretion, will try to re-home my pet, or relinquish my pet to a legal shelter of its choice. I fully understand and agree that if I abandon my pet at Mod Cat Hotel, I may be unable to retrieve my pet and will have no recourse against Mod Cat Hotel. In addition, I understand that I will still be responsible for the unpaid charges incurred for my pet's stay.

10. Photo and Video Release.

I agree to allow Mod Cat Hotel to use my pet's name and any images or videos taken while he/she is in the care of Mod Cat Hotel, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials.

11. Personal Property.

I agree that Mod Cat Hotel shall not be responsible or liable for any lost, stolen, or damaged personal property belonging either to my cat or me.

12. Service Fees.

I agree to pay for all fees, services, and products with cash or check at the time of my pet's pickup from each visit at Mod Cat Hotel. I further agree to pay the cost of any check charges returned for any reason.

13. Reservations.

I understand that confirmed reservations are required for boarding services at Mod Cat Hotel. I understand there is a two (2) night minimum for all boarding reservations during any Peak/Holiday periods.

14. Cancellations.

Cancellations sometimes occur. Please make every effort to communicate immediately and with as much notice as possible to Mod Cat Hotel staff to inform them of the cancellation. No-shows are disruptive and cause others on the wait list to miss the opening. Please be considerate.

15. Check-in & Check-out Times.

Check-in and Check-out time must be agreed upon at the time of the reservation. Times are negotiable, and early morning/late night requests may not always be available. I understand checking my pet out after 2:00 PM. will result in normal daycare rates.

16. Duty to Disclose.

I represent that I have disclosed and shall continue to disclose, any and all medical conditions or any other conditions, including, but not limited to, personality concerns or behaviors that may affect, limit, or prevent my pet's ability to participate in services provided by Mod Cat Hotel. I understand that Mod Cat Hotel is relying on and will rely on those representations to provide a safe environment for both humans and animals.

17. Controversy or Claim.

I agree that any controversy or claim arising out of, or relating to this contract, or breach thereof, or as the result of any claim or controversy including the alleged negligence by any party to this contract, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. I further agree that judgment upon award rendered by an arbitrator may be entered in any Court having jurisdiction thereof and the arbitrator shall, as part of his award to the prevailing party, the cost of such arbitrations and reasonable attorney's fee of the prevailing party.

18. WAIVER, RELEASE AND INDEMNIFICATION.

I RELEASE, WAIVE, DISCHARGE, INDEMNIFY AND AGREE TO HOLD MOD CAT HOTEL, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FOR ANY AND ALL MANNER OF DAMAGES, INJURY, CLAIMS, LOSS, LIABILITIES, COSTS OR EXPENSES, ATTORNEY'S FEES, CAUSES OF ACTION OR SUIT, WHATSOEVER IN LAW OR EQUITY, ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED BY MOD CAT HOTEL, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS INCLUDING WITHOUT LIMITATION: (1) ANY INACCURACY IN ANY STATEMENT MADE BY MYSELF OR INFORMATION PROVIDED BY ME TO MOD CAT HOTEL, (2) MY PET, INCLUDING BUT NOT LIMITED TO DESTRUCTION OF PROPERTY, CAT BITES, INJURY, AND TRANSMISSION OF DISEASE, AND (3) ANY ACTION BY MYSELF THAT IS IN BREACH OF THE TERMS OF THIS AGREEMENT.

19. Sole Agreement.

This writing represents the sole agreement between Mod Cat Hotel and the Owner/Guardian. Affirmation. Each time I bring my pet into Mod Cat Hotel, I am re-affirming the terms of this agreement, and the truthfulness and accuracy of all the statements I have made in this agreement.

I acknowledge that I have received, reviewed and signed a copy of Mod Cat Hotel's "Boarding and Services Agreement." I hereby agree to be fully bound by all the terms and conditions of Mod Cat Hotel's "Boarding and Services Agreement."

I have read and fully understand the terms of this agreement and understand that I will give up substantial rights by signing it. I have signed this agreement freely and voluntarily without any inducement, assurance or guarantee and intend it to be a complete and unconditional release of all liability to Mod Cat Hotel, its owners, directors, officers, employees and agents to the greatest extent permitted by law. I further agree that if any portion of this agreement is held to be invalid or unenforceable, the remainder of this agreement shall remain in full force and effect.

Signature of Owner/Guardian: _____

Date: _____