

**Amy D. MacKay, DVM, Inc. / Nine Lives Cat Clinic (Center)
and ADMK, LLC**

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CAT BOARDING CONTRACT

This Contract is between Amy D. MacKay, DVM, Inc., an Ohio professional corporation d/b/a Nine Lives Cat Clinic (Center) on the premises owned by ADMK, LLC, an Ohio limited liability company (collectively, "NLCC"), and the cat owner/representative whose name(s) appear below ("Owner"). The term "cat" refers to any/all cats boarding with the same ownership. Please read carefully and indicate your acceptance of these terms of service by your signature(s) below.

1. Owner understands that NLCC requires each boarding cat to be up-to-date on necessary veterinary care. "Necessary veterinary care" is determined by each cat's primary veterinarian, and is based on the cat's age, health, and individual circumstances. At a minimum, necessary veterinary care consists of annual examination and current rabies vaccination. Owner must contact NLCC in advance to discuss boarding for any cat who is not current on rabies vaccination; exceptions may be possible under certain circumstances.
2. Owner agrees to disclose any/all relevant information regarding cat's health/medical history, behavior, and/or temperament prior to or upon admission for boarding, to enable NLCC to provide the best environment and care possible during cat's stay. Owner should voice any concerns prior to or upon admission of cat for boarding.
3. Owner understands that NLCC reserves the right to deny boarding service based on any cat's health/medical history, behavior, and/or temperament, Owner noncompliance with stated veterinary care requirements, Owner submission of fraudulent records or other information, cancellations/no-shows/excessively late arrivals, non-payment, or other violations of this contract.
4. Owner understands that NLCC prefers to have recent/relevant medical records for each boarding cat whenever possible. For any cat with known medical and/or behavioral issue(s), particularly those who will be receiving medications and/or specialized treatment, medical records are strongly recommended, and may be required in certain cases. If medical records are unavailable, other relevant documentation (e.g. short medical summary, list of medications) will be required. For cats who are healthy/not receiving medications, proof of in-date veterinary visit and current rabies vaccination (e.g. receipt, certificate) may be required. Owner understands that NLCC may contact the cat's primary care veterinarian if documentation is questionable.
5. Owner represents that, at time of admission for boarding at NLCC, cat: a) is in good health and/or stable condition if under the care of a veterinarian for medical and/or behavioral issue(s); b) has not been exposed to any known communicable disease within the immediate previous 30-day period; and c) has been spayed or neutered if over 6 months of age. Owner shall inform NLCC of any changes in any of these specifications prior to check-in for all subsequent boarding stays.
6. Owner understands that Amy D. MacKay, DVM ("Dr. MacKay"), veterinarian and owner of NLCC, will be evaluating cats upon admission for boarding. Physical examinations will not be performed routinely but may be indicated in certain situations. Should any concerns be apparent, Dr. MacKay will notify the Owner and make recommendations as appropriate. Of specific note: a) if any cat appears to be overtly unwell upon presentation, or has an identifiable issue which may pose a substantial risk to the cat's well-being or to the well-being of another cat or person, including obvious communicable disease and/or aggression theretofore undisclosed, NLCC will be unable to board the cat, and Dr. MacKay will make alternative recommendations to the Owner as appropriate, based on her expertise and experience; b) if flea infestation is identified on any cat, flea treatment will be administered at Dr. MacKay's discretion and at the Owner's expense.
7. Owner understands that NLCC will offer its standard food to boarding cats, unless other food is provided. Owner also understands that a change in food may cause gastrointestinal upset (vomiting, diarrhea) and/or inappetence, and further, may alter the future diet preferences of the cat.
8. Owner understands that NLCC is not a 24-hour facility. Cats are not routinely supervised overnight, typically comprising the hours between 11pm and 10am, with some variation. For cats who are in stable medical condition but who require medication administration and/or other care overnight, it may be possible to make special arrangements with Dr. MacKay in advance, and at additional cost, for such overnight care. If special arrangements are not possible, boarding at a 24-hour facility under the supervision of trained veterinary staff is recommended instead.

9. Owner authorizes NLCC to administer and/or seek care for any cat boarding at NLCC who is deemed to be unwell and in consequent need of treatment, based on the expert opinion of Dr. MacKay and/or her designated staff.

- a) In minor cases, as judged by Dr. MacKay and/or her designated staff, Dr. MacKay, as a licensed veterinarian, may be able to provide certain standard and reasonable treatments for the cat on a limited basis. Any treatment would be based upon discussion with the Owner, examination of the cat, evaluation of the cat's medical record (if available), and, ideally, consultation with the cat's primary care veterinarian, if/as possible.
- b) In cases where more extensive, intensive, and/or emergent care is indicated, Dr. MacKay will not provide such care herself—beyond immediate, critical intervention to prevent loss of life—as this is beyond the scope of her facility. Instead, she will arrange transportation and transfer of the cat to a 24-hour referral and emergency facility, namely Metropolitan Veterinary Hospital Cleveland, 734 Alpha Drive, Highland Heights, Ohio. If alternative arrangements are desired, the Owner must discuss these with NLCC in advance and receive approval directly from Dr. MacKay.
- c) In both instances above, every attempt will be made to contact the Owner first to discuss the specific situation; however, the actions of NLCC will be timely and predicated on the welfare of the cat. Further, while these actions will be guided by general parameters preselected by the Owner on each cat's individual profile form, Owner grants NLCC full power to make specific and ancillary decisions as necessary and prudent.
- d) Owner agrees to pay any/all costs associated with treatment, transportation, and/or transfer of any unwell boarding cat.

10. Owner understands that NLCC will exercise reasonable care attempting to provide a safe and enjoyable boarding experience for each cat; however, this outcome cannot be guaranteed. Undetected pre-existing medical conditions, sensitivity to change in environment and/or diet, exposure to other cats and associated feline medical conditions, and general stress, without limitation, are among the elements which cannot be fully controlled. Owner therefore releases NLCC from, and waives all claims and liability against NLCC for, all losses, damages, costs, and expenses arising from illness and/or injury occurring to any cat during the cat's boarding stay, and/or during transportation in cases of medical emergency or necessity.

11. Owner also releases NLCC from, and waives all claims and liability against NLCC for, damage to, or loss of, personal equipment or belongings provided by Owner for the cat during the cat's boarding stay. Items not taken home at check-out will be kept for the cats of NLCC if not picked up within 30 days of check-out date.

12. Owner agrees to be held solely responsible for any and all acts of cat during boarding stay at NLCC, including but not limited to, harm to a person or another cat, and/or damage to property. Owner agrees to pay any and all associated costs. It is expressly agreed by Owner and NLCC that NLCC's liability shall in no event exceed the lesser of the current chattel value of cat or the sum of \$200.

13. Owner agrees to pay specified NLCC boarding charges and also to pay for any additional services provided based on Owner request and/or Dr. MacKay's medical discretion as outlined above. Owner understands that payment in full is due at check-out, and that no cat shall leave NLCC until full payment is made.

14. Owner understands that, in the absence of Owner communication and sufficient explanation, any cat not picked up within 7 calendar days of the cat's scheduled check-out date shall be deemed abandoned. NLCC may then surrender the cat to a local shelter or place with a new owner. Owner understands that pet abandonment may be a criminal or civil violation of the statutes of the State of Ohio. Owner shall remain liable for all boarding and ancillary fees due. Owner additionally agrees to pay any/all costs associated with any subsequent legal action undertaken by NLCC.

I ACKNOWLEDGE THAT I HAVE READ AND ACCEPT THE FOREGOING TERMS OF SERVICE.

Owner #1 signature

Owner #2 signature

Owner #1 printed name

Owner #2 printed name

Date: _____ Cat name(s): _____