



Agreement

Agreement between (print name) _____ of
 (Street address) _____,
 (City) _____, Alberta (postal code) _____ (hereinafter called the "Hirer"), and "The Cat's Meow Inn", a division of TCMI Ltd. (hereinafter called "The Contractor") of Box 47, Site 12, RR 6, Calgary, Alberta T2M 4L5. This Agreement will begin, and is executed on _____ (Date).

Estimate

Cat Accommodation Services

- ✓ Cat bed and breakfast 7 days or less: \$14.00
- ☐ Cat bed and breakfast 8-14 days: \$13.00
- ☐ Cat bed and breakfast 15-30 days: \$12.00
- ☐ Cat bed and breakfast over 30 days: \$11.00
 (Includes overnight accommodation in cat condo, 2 meals/day, activity time, cleaning – per cat, per day or portion thereof – Hirer to provide food, blanket or toy, medical history, 3-in-1 and/or rabies vaccination certificate, any medicine required, and will ensure cat has no lice or ear mites before drop-off or pick up. The Contractor provides cat litter. If Hirer desires own cat litter, a \$3 cleaning fee per occurrence should odor necessitate cleaning.)
- ✓ Deposit by pre-approval of Hirer's credit card, or minimum 25% cash, required in advance for Condo to be booked. **Deposit is nonrefundable if cancelled 10 days or less before first date booked. The Contractor reserves the right to charge 25% of the total cost of the booking to Hirer's credit card, should the Hirer not make use of the reservation or not cancel within 10 days or less before first date booked, according to the records of the Contractor.**
- ✓ Window units \$1 extra per day when available (*there is a \$10 upgrade cleaning fee, from non-window condo, if available*).
- ✓ \$1 extra added per condo June 20 to Sept. 15, and Dec. 15 to Jan. 15 (*during peak time*).
- ✓ Hirer authorizes The Contractor to be his agent and will pay up to \$_____ plus GST, for veterinary services. Hirer shall reimburse costs.

Discounts (only one applies at a time):

- ☐ Senior Discount: (over 65, next lower rate above)
- ☐ Frequent Feline Discount: (accumulated days in prior rolling 12 month period) Next lower rate above.
- ☐ 2 cats in same condo at same time: (2nd cat at 50%)
- ☐ 3 or more cats in same condo at same time: (3+ cat at 45%)

Special Services Available:

- ☐ 1) VIC Package: \$5.00/day/condo (Includes daily vitamins and treats, happy hour, daily brushing, daily body massage, extra individual activity and playtime)
- ☐ 2) TLC Package: \$3.00/day/condo (Includes extra individual activity & playtime, daily treats, happy hour)

Other Individual Services Available:

- ☐ Daily Medication: (pill or liquid) \$2.00/day
- ☐ Daily Injections: (e.g., insulin) \$3.00/day
- ☐ Other Medical Treatment \$3.00/each
- ☐ Daily Brushing: \$2.00/day
- ☐ Extra Activity & Playtime: \$2.00/day
- ☐ Happy Hour: (Includes catnip or honeysuckle) \$1.00/day
- ☐ Body Massage: \$2.00/day
- ☐ Treats: (Free if Hirer provides treats) \$1.00/day
- ☐ Special/Extra Feeding/Medication Times: \$2.00/day
- ✓ Per Kilometer Rate, For All Transportation Services: Currently \$0.53 per km, roundtrip from The Cat's Meow Inn, to be automatically increased to the maximum allowable government rate.
- ✓ Fee for Pick up to/Delivery from our facility: \$15.00 for first hour of travel time, plus Per Kilometer Rate (Airport parking fees are extra). Over one hour at minimum \$7.50/ half hour, or portion thereof.
- ✓ Extra food not provided: Any food needed and not provided by will be Customer will be charged for any food The Cat's Meow Inn

Fees:

- ✓ Late checkout fee during peak times: \$15.00 (without prior approval). Checkout time is 9 a.m. Monday to Saturday and from 1-3 Sundays (Daily fee will be charged if not picked up by 10 a.m. unless prior notice given),
- ✓ Lice/ear mite treatment (required if cat found with lice/ ear mites): cost of treatment plus \$5.00 per treatment.
- ✓ Pet abandonment fee (Charged 7 days after agreed end date if cat not picked up or no contact from Hirer): \$250.00 per cat plus late checkout fee and other services and fees requested or agreed to in this Agreement.

All Other Transportation Services

- ✓ Pickup/delivery fee per trip for trips to store for food and other pet supplies, or to veterinarian or airport, transporting your cat (plus any cost of parking, goods or services) or waiting for your pet at veterinarian, groomer, or airport over 20 minutes: Minimum \$15.00 flat rate, maximum \$7.50 per half hour or portion thereof, from The Cat's Meow Inn, plus Per Kilometer Rate.
- ✓ Cat carrier cleaning fee: \$5.00 per trip (*If Hirer does not provide cat carrier*).

THE ABOVE ARE THE "SERVICES" UNDER THE AGREEMENT. GST SHALL BE ADDED TO THE ABOVE PRICES. ✓ IS A REQUIRED ITEM IN CATEGORY, IS AN OPTIONAL SERVICE, AND WILL BE CONDUCTED ONLY WITH THE AGREEMENT OF THE HIRER. THE HIRER AUTHORIZES THE CONTRACTOR TO CHARGE ANY CREDIT CARD ON FILE FOR THE TOTAL UNPAID AMOUNTS UNDER THIS AGREEMENT ONCE EVERY 30 DAYS, AS ITEMIZED IN THE CONTRACTOR'S STATEMENT OF ACCOUNT TO THE HIRER, IF THE HIRER HAS NOT NOTIFIED THE CONTRACTOR OF ANY DISPUTE WITHIN SEVEN DAYS OF THE ITEMIZED STATEMENT FOR SERVICES. CARDHOLDER AGREES TO PAY SUCH TOTAL IN ACCORDANCE WITH ISSUER'S AGREEMENT WITH CARDHOLDER. THE CONTRACTOR RESERVES THE RIGHT TO REFUSE SERVICES FOR NON-PAYMENT OF PRIOR BALANCES. HIRER AUTHORIZES RELEASE OF INFORMATION TO CREDIT BUREAU. THIS ESTIMATE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT PRINTED ON THE REVERSE.

It is agreed that The Contractor will provide the Hirer with the following Services as an independent contractor in accordance with the terms and conditions set forth in this Agreement and attached Privacy Protection Schedule:

1. The Contractor will perform the Services mutually agreed to under the attached section entitled "Estimate", and the Hirer agrees to pay for Services performed by The Contractor, and for other fees and finance charges detailed in this Agreement. The Estimate and the Privacy Protection Schedule shall be considered a part of this Agreement. Actual costs incurred may differ from the Estimate. The Hirer agrees to any and all responsibilities of the Hirer detailed in the Estimate and in this Agreement. Verbal or written requests for Services made by the Hirer to The Contractor after the signing of this agreement and to which The Contractor agrees, shall be considered part of this Agreement.
2. The Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the Estimate previously provided to the Hirer by The Contractor and which is attached as Estimate, which may be amended in writing from time to time, or supplemented with subsequent Estimates for Services to be rendered by The Contractor. Hirer shall be deemed to agree to subsequent Estimates or changes to this Agreement upon the first occurrence of verbal or written requests for Services after The Contractor renders subsequent Estimates or changes of this Agreement, and which collectively are hereby incorporated by reference. The Contractor may render subsequent Estimates or changes of this Agreement at its web site, www.thecatmeowinn.com, and it is the responsibility of the Hirer to periodically check this web site for changes to this Agreement, prior to requesting services, and The Hirer agrees to any changes as listed on this web site.
3. The term of this Agreement is indefinite. Either party may cancel this Agreement on seven days notice to the other party in writing, by personal delivery to the other party's place of residence or business. Before this paragraph comes into effect, the Hirer must pay in full any outstanding balances.
4. Before cats will be boarded, the Hirer must produce up to date vaccination certificate(s) for Feline Viral Rhinotracheitis, Calicivirus, Panleukopenia (FVRCP or 3-in-1); and vaccinate for Rabies if cat has roamed outside Hirer's house at any time within the last 3 months prior to boarding. Feline Leukemia Vaccination is highly recommended, and Hirer assumes all risk to his animal(s) and other animals under The Contractor's care, if Hirer's animal is not vaccinated for Feline Leukemia. If the Contractor or others are sick, incur injury, or die because of the Hirer's animal, The Hirer shall be responsible for all uninsured costs, and shall be reimbursed the round trip per kilometer rate in the Estimate to receive medical attention. The Hirer agrees to hold The Contractor, including its employees, agents, and representatives, harmless and free of liability for loss or damage of property, or sickness, injury, or death to the Hirer or the Hirer's animal(s) while The Contractor performs the Services under this Agreement. The Contractor shall not be responsible for Acts of God or the results of utility disruptions, or terrorism or war. The Hirer agrees and realizes that the transportation, keeping, and maintenance of her/his animal(s) entail certain risks, which the Hirer assumes fully. The Contractor will provide a reasonable degree of care. The Hirer shall be responsible for all charges up to the time of the pick-up or return of her/his animal(s), or the later of its death or disposal. The Hirer agrees that except for negligence or willful abuse, the onus of which shall be upon the Hirer to prove at his/her own cost, the amount of award of any and all compensation to the Hirer for any loss or damage of property, or sickness, injury, or death to the Hirer or the Hirer's animal(s) shall not be greater than the cost of Services actually provided according to the Estimate attached at the time of such loss, damage, sickness, injury or death. The Hirer and The Contractor agree to use the services of the Better Business Bureau for conciliation, mediation, and/or binding arbitration of all disputes.
5. The Hirer agrees that The Contractor shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Hirer. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that The Contractor may have for damages or otherwise. The various rights and remedies of The Contractor under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.
6. The Contractor will submit an initial itemized statement setting forth the Services rendered. The amounts due shall be payable upon receipt. The Hirer will pay The Contractor the amounts due as indicated by statements submitted by The Contractor within seven days of receipt. The Hirer authorizes The Contractor to charge any valid Hirer credit card on file for the total amount due if not received within 7 days. The Hirer authorizes release of information on file to credit bureau. The Hirer promises to pay the following other fees and finance charges:
 - a. The Hirer agrees that if the Hirer's animal is left in the care of The Contractor beyond 7 days of the expected return of the Hirer, the animal and all belongings becomes the property of The Contractor, and the animal will be given to the nearest Humane Society (or equivalent home) for adoption. If the Hirer's animal dies while in The Contractor's care, and the Hirer or his agent is unable to be contacted, the Hirer agrees that The Contractor or veterinarian shall dispose of the animal's body. An initial itemized statement shall be sent at such time. If the Hirer's animal is sick or injured and requires veterinary Services, and the Hirer or his agent is unable to be contacted, the animal will be taken to the nearest available veterinarian, who is hereby authorized to perform Services and administer medication and treatment in accordance with the Estimate. Any fees incurred shall be the responsibility of the Hirer, and shall be added to the unpaid balance.
 - b. A late payment fee of fifteen dollars (\$15) shall be assessed if payment is not received in full within fourteen (14) days from the date of the initial itemized statement. Per kilometer fees apply for any payment pickup. An abandonment fee of two hundred fifty dollars (\$250) will be assessed per cat for abandoning cat(s) at our facility.
 - c. A notification processing and handling fee of five dollars (\$5) shall be charged for each notification to the Hirer of unpaid amounts under this Agreement. Notifications shall be sent by mail and/or email to the address of record, or by phone message left at phone number of record at eight (8), thirty (30), sixty (60), and ninety (90) days. The Hirer waives protest of notice.
 - d. A cheque return fee of twenty-five dollars (\$25) shall be assessed if the bank for any reason whatsoever returns any cheque used for payment, including not sufficient funds (NSF). If a cheque is returned, payment will not be accepted by Visa or MasterCard, but only by certified cheque, money order or cash.
 - e. Statements are due upon receipt, with a 7-day grace period. A two-percent (2%) interest finance charge per month (annual percentage interest rate of 26.8242%) on any overdue payments for doing the work and any authorized extras under this Agreement shall be charged. Interest shall be payable on the entire unpaid balance at the time of notification, including any prior interest charged, from the date of the initial itemized statement. Notification under this paragraph shall be thirty (30) days after the date of the initial itemized statement, and every thirty (30) days thereafter.
 - f. Any unpaid balance on or after ninety-five (95) days shall be sent to a collection agency, and a credit bureau shall be notified. Notification shall be sent to the Hirer that the amount is being sent for collection at ninety (90) days. The Hirer shall be responsible for all fees of the collection agency.
7. During the term of this Agreement, The Contractor shall devote as much of his or her productive time, energy and abilities to the performance of his or her duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Hirer understands and agrees that availability of The Contractor, as well as road, vehicle and weather conditions may affect The Contractor's ability to fulfill any part of this Agreement that requires travel, and the Hirer agrees that these factors do not constitute a breach of this Agreement. The Contractor is free to perform Services for other parties while performing Services for the Hirer. The Contractor may subcontract portions of this agreement to independent subcontractors. The Contractor shall be free to devote such portion of The Contractor's time, energy, effort and skill as The Contractor sees fit, and to perform The Contractor's duties when and where The Contractor sees fit, so long as The Contractor performs the Services set out in this Agreement in a timely and professional fashion.
8. Both the Hirer and The Contractor agree that The Contractor will act as an independent contractor in the performance of its duties under this Agreement, and The Contractor hereby accepts such engagement. Accordingly, The Contractor shall be responsible for payment and collection of all federal and provincial taxes, including the Goods and Services Tax (GST), where applicable. Nothing in this Agreement is intended to constitute a partnership or a master and servant relationship between the parties. During the term of this Agreement, The Contractor shall bill and the Hirer shall reimburse him for all reasonable and approved out-of-pocket expenses, which are incurred in connection with the performance of the duties hereunder. The Contractor shall use his own motor vehicle at his own cost, subject to reimbursement by the Hirer as per the Estimate. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
9. In this Agreement, the singular includes the plural and the masculine includes the feminine and neuter and vice versa unless the context otherwise requires. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof. Sentences and paragraphs are numbered and lettered in this Agreement for clarity and convenience only, and do not necessarily reflect priority.
10. If any provision or part of any provision in this Agreement is void for any reason, it may be severed without affecting the validity of the balance of the Agreement. Time is of the essence in this Agreement. This Agreement binds and benefits the parties and their respective heirs, executors, administrators, personal representatives, successors, and assigns. The laws of the Province of Alberta govern this Agreement. All amounts are in Canadian funds.
11. This written Agreement contains the sole and entire Agreement between the parties, and supersedes any and all other Agreements between them, verbal or written. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this Agreement, or any representations inducing the execution and delivery hereof, except such representations as are specifically set forth herein; and each party acknowledges that s/he has relied on her/his own judgment in entering into the Agreement. The parties further acknowledge that any prior statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with her/his dealings with the other.

Both the Hirer and The Contractor have read, and agree to the above Agreement and any attachments.

(Hirer's Signature)

per The Cat's Meow Inn, a division of TCMI Ltd. (The Contractor)

Privacy Protection Schedule

This Schedule forms part of the agreement between

(Full legal name of The “Hirer”) and

The Cat’s Meow Inn, a division of TCMI Ltd.

(“The Contractor”) respecting

The Cat’s Meow Inn Agreement

(The “Agreement”)

Purpose

1. The purpose of this Schedule is to enable The Contractor to comply with its statutory obligations under the Alberta *Personal Information Protection Act* with respect to “personal information”, as defined in section 2 of this Schedule.

Definition of personal information

2. In this Schedule, “personal information” means information about an identifiable individual collected or created by The Contractor as a result of the Agreement or any previous agreement between the Hirer and The Contractor dealing with the same subject matter as the Agreement.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Hirer otherwise directs in writing, The Contractor may only collect or create personal information that is necessary for the performance of The Contractor’s obligations, or the exercise of The Contractor’s rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Hirer otherwise directs in writing, The Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Hirer otherwise directs in writing, The Contractor must tell an individual from whom The Contractor collects personal information:
 - (a) the purpose for collecting it; and
 - (b) the position name or title and the contact information of the person designated by the Hirer to answer questions about The Contractor’s collection of personal information.

Consent for the collection, use or disclosure of personal information

6. Unless the Agreement otherwise specifies or the Hirer otherwise directs in writing, The Contractor must not collect, use or disclose personal information about an individual without the consent of the individual to whom the information relates.

Withdrawal or variation of consent

7. If an individual provides reasonable notice to The Contractor that the individual withdraws consent to the collection, use or disclosure of the individual’s personal information, The Contractor must inform the individual of the likely consequences to the individual, if any, of withdrawing consent, unless the effect is obvious.
8. The Contractor must not prohibit an individual from withdrawing consent to the collection, use or disclosure of the individual’s personal information, unless the withdrawal of consent would frustrate the performance of a legal obligation.
9. If an individual withdraws consent to the collection, use or disclosure of the individual’s personal information, The Contractor must stop the collection, use or disclosure of the individual’s personal information (unless it is permitted under the Act without consent).

Accuracy of personal information

10. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information it collects, uses or discloses on behalf of the Hirer.

Access to personal information

11. If The Contractor receives a request for access to personal information from a person other than the Hirer, The Contractor must promptly advise the person to make the request to the Hirer unless the Agreement expressly requires The Contractor to provide such access and, if the Hirer has advised The Contractor of the name or title and contact information of an official of the Hirer to whom such requests are to be made, The Contractor must also promptly provide that official’s name or title and contact information to the person making the request.

Correction of personal information

12. Within 5 business days of receiving a written direction from the Hirer to correct or annotate any personal information, The Contractor must annotate or correct the information in accordance with the direction.

13. When issuing a written direction under section 12, the Hirer must advise The Contractor of the date the correction request to which the direction relates was received by the Hirer in order that The Contractor may comply with section 14.
14. Within 5 business days of correcting or annotating any personal information under section 12, The Contractor must provide the corrected or annotated information to any party to whom The Contractor disclosed the information being corrected or annotated, if it is reasonable to do so.
15. If The Contractor receives a request for correction of personal information from a person other than the Hirer, The Contractor must promptly advise the person to make the request to the Hirer and, if the Hirer has advised The Contractor of the name or title and contact information of an official of the Hirer to whom such requests are to be made, The Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

16. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, copying, modification, destruction or disposal.

Retention of personal information

17. Unless the Agreement otherwise specifies, The Contractor must retain personal information until directed by the Hirer in writing to dispose of it or deliver it as specified in the direction. The Contractor, however, may shred information if the Hirer has not used The Contractor's services for one year.

Use of personal information

18. Unless the Hirer otherwise directs in writing, The Contractor may only use personal information for the performance of The Contractor's obligations, conducting The Contractor's Business, or the exercise of The Contractor's rights, under the Agreement.

Disclosure of personal information

19. Unless the Hirer otherwise directs in writing, The Contractor may only disclose personal information to any person other than the Hirer if the disclosure is for the performance of The Contractor's obligations, or the exercise of The Contractor's rights, under the Agreement.

Inspection of personal information

20. In addition to any other rights of inspection the Hirer may have under the Agreement or under statute, the Hirer may, at any reasonable time and on reasonable notice to The Contractor, enter on The Contractor's premises to inspect any personal information in the possession of The Contractor or any of The Contractor's information management policies or practices relevant to this Schedule and The Contractor must permit, and provide reasonable assistance to, any such inspection. A copy of The Contractor's Personal Information Protection Policy is available upon its web site, www.thecatsmeowinn.com, or upon request.

Compliance with directions

21. The Contractor must comply with any direction given by the Hirer under this Schedule.

Notice of non-compliance

22. If for any reason The Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, The Contractor must promptly notify the Hirer of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of agreement

23. In addition to any other rights of termination which the Hirer may have under the Agreement or otherwise at law, the Hirer may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by The Contractor, terminate the Agreement by giving written notice of such termination to The Contractor, upon any failure of The Contractor to comply with this Schedule in a material respect.

Interpretation

24. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
25. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by The Contractor to perform obligations under the Agreement and The Contractor must ensure that any such subcontractors and agents comply with this Schedule.
26. The obligations of The Contractor in this Schedule will survive the termination of the Agreement.