

**Terms and Conditions for Provision of Canine Care
Real World Canine, LLC
1355 N. McCarran Blvd, Reno, NV. 89512
775-870-3139**

This document identifies the terms and conditions established for provision of canine care services from Real World Canine LLC, hereinafter referred to as "RWC." The following conditions apply to all services that result in a monetary exchange between customers and Real World Canine LLC.

PROVIDER:

RWC is a fully licensed and legal supplier of Canine Services, including, but not limited to: Canine Training, Canine Day Camp/Day Care, Canine Boarding and Outdoor Excursions.

SERVICE PRICING

RWC has established fair market value prices for the services provided. These are posted within the drop-off area at our facility and on our website (www.rwc-nv.com). In addition to our dog care services, RWC also offers canine-related merchandise for sale, including boarding supplies, training supplies, handling supplies, nourishment, and general well-being products. Prices for the merchandise are displayed on the item.

CONDITIONS FOR PROVISION OF SERVICES

The following conditions are established for provision of services and purchase of materials from RWC.

PRICING OF SERVICES

- Pricing is established at the sole discretion of RWC and may change at any time. Customers will be notified of any price change. If the customer has pre-purchased services prior to a rate increase, services will be rendered at the purchased price.
- Classification of dogs, which determines their services price, is at the sole discretion of RWC. The following general guidelines are provided to clarify the category classifications:
 - A **Green Dog** is a dog that is easy-going, has good manners, is very social, and doesn't have any fear or reactivity issue.
 - A **Yellow Dog** is a dog that is fearful, shy, reactive, nervous, anxious, or more difficult to work with than a green dog.
 - A **Red Dog** is a dog that has bitten a human or animal before and continues to have aggression or reactivity issues.

DAY CAMP PACKAGE PASS CONDITIONS

- Each Day Camp pass is good for up to 11 hours of service, between 7:00 AM and 6:00 PM. A full day pass will be charged for a dog occupying any portion of that period of time. No refunds or credits (full or partial) will be issued when a dog stays less than a full day.
- All day camp passes expire 6 months (180 days) after the purchase date. Expired services are non-refundable.

- Refunds of un-expired and unused passes will be allowed only for the following reasons:
 - Denial of service (not applicable when denial of service is due to dog's temporary illness)
 - Death of dog
- Passes are not transferable, except for package passes between dogs in the same family and of the same classification (green, yellow or red).

BOARDING CONDITIONS

- Each Boarding Day Pass is good for up to 27 hours of service, between 7:00AM the day of the start of boarding, through 10:00AM the following day. During the day of drop off, boarded dogs will participate in Day Camp activities.
- Boarded dog drop off times are between 7:00 AM and 10:00 AM the 1st day of boarding. Later drop offs are discouraged but can be accommodated if previously arranged with our Director of Operations. No refund or credit will be provided for Day Camp activities not utilized on the 1st day of boarding (if late drop off occurs).
- Boarded dogs not picked up by 10 AM on the day of departure will spend that day in RWC Day Camp. A day camp pass must be purchased for dogs picked up after 10:00 AM.
- The Owner shall provide all food, medication and any other required nutrition for boarded dogs. If food is not provided, RWC will supply food to the dog at a cost of \$10/day.
- A 50% deposit is required when a boarding reservation is made. The remaining 50% will be charged 72 hours before the start of the boarding reservation.
- Boarding reservations that are cancelled at least 72 hours (3 days) prior to the start of reservation will receive a full refund of monies paid. Refunds will be applied to the payment method that was used. Boarding reservations that are canceled 48 hours (2 days) prior to the reservation will receive a credit (for the value of monies paid) that can be applied to boarding or day camp at a later date. Boarding reservations that are canceled less than 48 hours prior to the reservation, including not showing up for a reservation without cancelation, will receive a credit that can be applied to boarding or day camp at a later date, less an administrative fee of \$40.
- Boarding reservations made for days that include a holiday (i.e. Thanksgiving, Christmas, New Year's Day, Memorial Day and Labor Day) and that are canceled less than 48 hours prior to the reservation, (including not showing up for a reservation without cancelation), will receive a credit that can be applied to boarding or day camp at a later date, less a peak period cancellation fee equal to one night of boarding for the dog's classification.

CONDITIONS FOR SALE OF MERCHANDISE

- Merchandise is non-returnable, except in cases of manufacturing defects.

OTHER CONDITIONS

- RWC reserves the right to refuse to provide service for, or to deny admittance to any dog(s), for any reason at any time. Denial of service can occur at the sole and absolute discretion of the Provider. Denied services will receive a full refund of the services that have not been provided.
- All dogs receiving services from RWC must maintain up to date vaccinations, including: Bordetella, DHLPP (Distemper/Parvo), and Rabies. A copy of each dog's vaccination records must be given to the RWC before services are rendered.
- Receipt of services from RWC is subject to the terms and conditions established in the attached

Release of Liability agreement, attached to this sheet. All persons desirous of receiving services from RWC MUST sign below, designating acknowledgment of the aforementioned terms and conditions for provision of services and material from Real World Canine LLC.

TERMS OF AGREEMENT

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 assigns of the Dog Owner and RWC.

This agreement shall remain in perpetuity for the duration of services provided, except as amended. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by all the parties hereto. Waiver of any one provision of this Agreement shall not be deemed to be a waiver of any other provision. In the event that any of the terms of this Agreement are in conflict with any rule of law or statutory provision or are otherwise unenforceable under the laws and regulations of any government or subdivision thereof, such terms shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement and this Agreement shall continue in force, unless the invalidity or unenforceability of such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions comprise an integral part of, or are otherwise inseparable from, the remainder of this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, exclusive of its conflict of laws.

The parties agree that 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 by arbitration administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator's decision shall be final and binding 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 shall not be authorized to assess special, punitive, indirect, or consequential damages against either party.

**RELEASE OF LIABILITY AGREEMENT
FOR SERVICES PROVIDED BY REAL WORLD CANINE LLC**

This Release of Liability Agreement (hereafter referred to as the “**Agreement**”) is made and entered into as of the date of the signed “**Terms and Conditions for Provision of Canine Care Real World Canine, LLC,**” to which this document is attached.

1. Representations and Responsibilities of Owner. The Dog Owner (hereinafter referred to as “Owner”) asserts that the following statements are true for their dog(s). The Owner agrees to immediately notify RWC if any of the following conditions are no longer true of their dog(s).
 - (i) The dog(s) has/have received all vaccinations required by the State of Nevada, and a copy of current vaccinations has been given to the RWC;
 - (ii) Their dog(s) is/are free of all fleas, ticks, worms and other infectious insects and parasites;
 - (iii) Their dog(s) has/have no current illness or injury;
 - (iv) Their dog(s) has/have not been exposed to any contagious diseases within a thirty-day period prior to the receipt of any and all Services. Owner also agrees to notify RWC of any known exposure of the dog(s) to any communicable disease, and RWC reserves the right to deny/delay services, or provide only quarantine services, until such time as it can be confirmed that the dog(s) does/do not pose a risk to other animals or humans;
 - (v) All incidents where the dog(s) has/have bitten, or exhibited other aggressive behavior towards any person or animal, have been disclosed to RWC via the Client Questionnaire Form;
 - (vi) Owner specifically represents that he or she is the legal owner of the dog(s), free and clear of all liens and encumbrances and that he or she is authorized to initiate a contract for Services and agree to the terms of this Agreement; and
 - (vii) All information given to RWC about the dog(s) is accurate and complete, including all of the information given on the Client Questionnaire Form pertaining to the dog(s).
2. Acceptance of Standard Risks Associated with Canine Services. The Owner understands that there are inherent risks associated with the care of dogs and dog interactive play. The Owner understands that the RWC shall employ measures to hold safe all dogs in their care, and accepts the following terms and conditions established to maintain a safe environment and implement behavioral training:
 - (i) Owner understands and agrees that there are inherent risks associated with the training, walking, boarding, socialization, swimming, and working with dogs in general.
 - (ii) To the maximum extent permitted by law, Owner assumes any and all responsibility for himself or herself when they are participating in training, walking, boarding, swimming or any of the activities and work initiated by RWC.
 - (iii) If interactive Canine Services are provided for their dog(s), Owner recognizes and accepts potential risks involved in such activity, including: exposure to other animals and people during walks, training, boarding, swimming or any of the activities and work being performed at RWC.
 - (iv) Owner further understands that due to the way dogs interact with one another, cuts or scratches can occur to the Owner or the Owner’s dog(s), even though the dogs are carefully supervised. Owner also understands that his or her participation in any of the Services

incurs risks such as tripping, falling, getting knocked down and jumped on, bitten, scratched, or suffering more serious injuries such as permanent disfigurement or death.

- (v) If the Owner's dog(s) become ill or injured and requires professional attention, RWC, in its sole and absolute discretion, may engage the services of a veterinarian, administer medicine or give other requisite attention to the animal, and the expenses thereof shall be paid by the Owner. RWC will make every attempt to contact the Owner, or the designated emergency contact, prior to administering such care, except in the case of emergency. RWC shall not be responsible for any damage or injury to the dog resulting from the failure to provide veterinary care or from the acts or omissions of a veterinarian or other person administering care.
- (vi) Owner also understands RWC does not provide any automobile insurance coverage for the transportation of the Owner's dog to any offsite activities. RWC is not responsible for assuring the safety and reliability of such transportation or driver for any offsite activities.

3. Release of Liability and Indemnification. To the maximum extent permitted by law, Owner hereby releases and agrees to hold harmless Real World Canine LLC, and any of its officers, owners, employees, trainers, agents and affiliates (together referred to as RWC) from any and all liability for:

- (i) Any injuries, losses, claims, damages, fines, costs, penalties and expenses (including attorneys' fees), or other misfortunes suffered by the Owner or the Owner's dog(s) while Services are being provided by RWC.
- (ii) Injury or illness suffered by his or her dog while in RWC's care; and further agrees not to initiate any legal proceedings against RWC with respect to such released claims. Without limiting the provisions above, RWC's aggregate liability for failure to perform under this Agreement or any injury or illness to a dog will be limited to the lesser of (i) the cost of service or stay during which the failure, injury or illness occurred, or (ii) \$200.00. In no event will RWC be liable for special, consequential, exemplary or punitive damages, even if advised of their possible existence. Owner shall indemnify, defend and hold RWC harmless from and against any and all losses, liabilities, damages, claims, fines, costs, penalties and expenses (including attorneys' fees) arising from or resulting from (1) any breach of the representations, warranties or covenants contained in this Agreement, or (2) any acts or behavior of the dog while in the care of RWC, including injury to RWC's staff, other animals or damage to facilities.
- (iii) Participation in comprehensive offsite behavioral training, seminars, boot camps and recreational activities as part of its services for its clients' dogs. Participation in offsite training and activities is permitted only with the express permission of the Owner. Owner understands that participation in offsite activities could involve risk of physical injury, illness, property loss or death of the Owner's pet, and despite safety precautions, RWC cannot guarantee the safety thereof, as not all risks can be anticipated, mitigated, and/or prevented. RWC does not provide veterinary, medical, and accident insurance for trip participants, and Owner understands that any veterinary expenses, property loss, or other personal expenditures that result during or from offsite activities, are to be borne by the Owner. Owner also hereby consents, authorizes, and releases from liability RWC offsite trainers, organizers, leaders, and employees to secure any veterinary or medical treatment in the event of an emergency.

4. Consent To Use. RWC takes pride in the level of commitment, care, and services we give to our clients and their dogs. As part of that commitment, RWC likes to share the success stories of our clients and their dogs with the canine community at large. Unless otherwise stipulated, Owner agrees, consents, and grants permission for:

- (i) RWC to use their dog's name, information, and any images or likeness thereof, including any photographs or videos taken of Owner's dog(s) while they are receiving Services from RWC for use in any form or format, including but not limited to, on RWC's website, social media, and in any media including marketing/advertising materials, illustrations, trade or promotional materials.
- (ii) the information, images, photographs, and videos to be used without identifying the Owner by name, unless expressly agreed to by the Owner. Owner understands that it is possible that someone may recognize the Owner. Owner further understands, by consenting to the use of their dog's information, photographs, and videos, that he or she will not receive any payment or compensation from any party. Refusal to consent to the permissions granted pursuant to this section will in no way affect the quality of care or services your dog receives from RWC.

BY SIGNING BELOW OWNER AGREES THAT HE OR SHE HAS READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT. OWNER ALSO AGREES TO BE LEGALLY BOUND BY ITS TERMS.

Signature of Customer

Date

Name of Customer