

## Terms and Conditions for Provision of Canine Care Real World Canine, LLC

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775-800-4792

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 provided by RWC to the customer seeking services for their canine (“Dog Owner”).

### **PROVIDER:**

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

### **CONDITIONS FOR PROVISION OF SERVICES**

Receipt of services from RWC is subject to execution of these Terms and Conditions as well as the attached Release of Liability Waiver.

### **PRICING OF SERVICES**

- Pricing is established at the sole discretion of RWC and may change at any time. RWC will make its best effort to notify Dog Owners of any price change prior to its institution. If the customer has pre-purchased services prior to a rate increase, services will be rendered at the purchased price.
- Payment for services rendered is due as outlined below for each type of service.
- Classification of dogs, which determines their service price, is at the sole discretion of RWC. The following general descriptions are provided to Dog Owners 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.

### **DAY CAMP CONDITIONS**

- Each Day Camp pass is good for up to 12 hours of service, between 06:30 AM and 6:30 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 package passes, and individual passes expire **SIX (6)** months (180 days) after the purchase date, unless otherwise specified. Expired passes for services are non-refundable.
- Monetary refunds of un-expired and unused day camp passes or monetary refunding of credit on account will be allowed only for the following reasons:
  - Permanent Denial of service (as opposed to when service is denied due to temporary illness such as kennel cough, or another infectious illness)
  - Death of dog
  - Moving 50 miles or more away from RWC
- Prepaid day camp reservations that are cancelled will be refunded as credit on account for future use.
- Day camp passes applied to a reservation that is cancelled will be returned to the package for future use.
- Day camp passes can only be used to pay for day camp and cannot be used for other services.
- Passes are not transferable, except for package passes between dogs in the same family, on the same account, and of the same category (green or yellow).
- Payment for services may be made at time of drop off or at pick up. Credit cards on file will be charged once service is rendered. Payment by other means (e.g. Zelle, check) are also accepted as long as they are made prior to service being rendered.

**BOARDING CONDITIONS (If boarding services are available)**

- Each Boarding Day Pass is good for up to 27.5 hours of service, between 6:30AM the 1<sup>st</sup> day of boarding, through 10:00AM the following day. During every day of boarding, dogs will participate in all Day Camp activities for the dog's assigned category.
- Boarding dogs' drop-off times are between 6:30 AM and 10:00 AM the 1<sup>st</sup> day of boarding. Later drop offs are discouraged, because the dog may miss some of the day camp activities and will be at a different level of energy than the other boarding dogs. No refund or credit will be provided for Day Camp activities not utilized on the 1<sup>st</sup> day of boarding.
- Boarding dogs not picked up by 10:00 AM on the day of departure will spend that day in RWC Day Camp. A day camp pass must be purchased in advance 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 for an additional charge (pricing at front desk).

- A 50% deposit is required to confirm a boarding reservation at the time reservation is made. If no deposit is paid, the reservation may be offered to another customer. The remaining 50% is due at drop off of the boarding dog(s), unless drop off is on a weekend, in which case the 50% balance is due on the Friday before drop-off.
- 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, unless the boarding reservation includes the week before and/or after the holidays when RWC is closed for day camp, viz., Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Year's Day (known hereafter as Holiday Boarding Reservations). Holiday Boarding Reservation deposits are not refundable but will instead be credited to customer's account, less the cost of two (2) days' boarding. Refunds will be applied to the payment method used. Boarding reservations that are not Holiday Boarding Reservations that are canceled less than 72 hours prior to the reservation will receive a credit (for the value of monies paid) that can be applied to future boarding or day camp. Boarding reservations (except Holiday 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 future boarding or day camp, less 1) an administrative fee of \$40, and 2) the cost of one (1) day of boarding. Boarding reservations cancelled by RWC will receive a full refund to the original payment method for any unused boarding services.

## **TRAINING CONDITIONS**

### **Training with Daycamp Add-On**

- All training with day camp add-on passes will be sold in 4-week (2 days a week for four weeks totaling eight days) increments and require scheduling 2 days a week: either Monday & Wednesday or Tuesday & Thursday. Dog Owner must schedule all dates for the 4-week period at the time of purchase.
- Payment for training with Day camp add-on is due in full at the time of scheduling the appointments.
- All training with day camp add-on passes expire SIX (6) months (180 days) after the purchase date. Expired training service passes are non-refundable.
- Training with day camp add-on appointments are non-refundable. Missed or cancelled appointments will NOT be refunded or credited back to the Dog Owner. RWC trainer's time is reserved at the time of scheduling and RWC does not have the ability to backfill the reserved training time slot if it is missed or cancelled.
- Rescheduling of missed training appointments is at the sole discretion of RWC and will be based on RWC trainer's availability. Rescheduled missed appointments will be charged at the

full training rate and require payment in full at time of scheduling if payment was not made at the time the original appointment was scheduled.

- Monetary refunds of un-expired training with day camp add-on passes, scheduled training appointments not otherwise refundable, or monetary refunding of credit on account will be allowed only for the following reasons:
  - Permanent Denial of service (as opposed to when service is denied due to temporary illness such as kennel cough, or another infectious illness)
  - Death of dog
  - Moving 50 miles or more away from RWC
- Training passes can only be used to pay for the specific training service the pass was sold for and cannot be used for day camp, boarding or other services.
- Training Passes are not transferable to another dog or another Dog Owner, unless agreed to by RWC.

### **Private Training**

- In-House (at RWC location) private training is sold in half hour and 1-hour increments and must be paid at time of scheduling the appointment. If the scheduled time of the appointment is exceeded, the remaining balance is due at the end of the appointment.
- Off-Site private training is sold in 1-hour increments and must be paid at time of scheduling the appointment. If the scheduled time of the appointment is exceeded the remaining balance is due at the end of the appointment.
- For off-site private training, RWC requires the customer to sign a separate off-site training agreement prior to scheduling any off-site training. Such agreement shall be provided by RWC to the Dog Owner.
- All unscheduled private training pass purchases expire SIX (6) months (180 days) after the purchase date. Expired training passes are non-refundable.
- Private training that is cancelled by the Dog Owner more than 72 hours prior to the private training appointment will receive full refund to the original payment method.
- Private training that is cancelled by the Dog Owner between 72 and 24 hours prior to the appointment will receive a credit on account for the full payment amount.
- Private training that is cancelled or rescheduled by the customer less than 24 hours prior to the appointment will not receive a credit or refund. RWC trainer's time is reserved at the time of scheduling and RWC does not have the ability to backfill the reserved private training timeslot if it is cancelled or rescheduled on less than 24 hours' notice.

- Failure to show up for a private training appointment will result in forfeiture of payment.
- Cancellation of private training appointment by RWC for any reason will result in a full refund to the original payment method, or, if mutually convenient, rescheduled.
- Monetary refunds of un-expired private training passes, private training appointments not otherwise refundable, or monetary refunding of credit on account will be allowed only for the following reasons:
  - Permanent Denial of service (as opposed to when service is denied due to temporary illness such as kennel cough, or another infectious illness)
  - Death of dog
  - Moving 50 miles or more away from RWC
- Private training passes can only be used to pay for the specific type of private training services the pass was purchased for and cannot be used for other services.
- Private Training Passes are not transferable except between dogs in the same family, on the same account.

#### **RE-EVALUATION OF DOGS AFTER ABSENCE OF SIX MONTHS (180 DAYS) OR MORE**

- Should a dog not come to RWC for any service for more than six months (180 days), a re-evaluation of the dog will be required. The re-evaluation will have to be scheduled like a regular evaluation, at a discounted cost from a usual new dog evaluation.
- This policy is to ensure the safety of all the dogs in RWC's pack, in case something might have happened within the six months that could cause a dog's temperament to change.

#### **CONDITIONS FOR SALE OF MERCHANDISE**

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

#### **OTHER SERVICES**

- **Photos and Videos**

RWC takes photos and videos of dogs at RWC. Customers consent to the use of their canine's image as part of the Consent to Media Use (later in this document).

RWC has added canine photography and training videos for purchase. The cost for these services are posted on our website.

- **Other Add-On Services**

Charges will be applied for all additional add-on services, including, but not limited to: Nail Trims, Ear Washing, Baths, Administration of Day Camp Meals, RWC Supplied Food, Administration of Medication and Supplements, Extended Late Stay Pick Up, or any other service not included as part of any RWC standard service rate. A listing of fees for additional add-on services may be found on RCW's website.

### **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 RWC. Refunds will be provided for all denied services on a pro rata basis.
- All dogs receiving services from RWC must maintain up to date vaccinations, including Bordetella, DHPP (Distemper/Hepatitis/Parainfluenza/Parvo), and Rabies. The Dog Owner must provide RWC a copy of each dog's vaccination records before services are rendered. Dogs more than 30 days past due on a required vaccinations will not be able to return to RWC until vaccinations are brought current.
- Dogs found to have any type of infectious illness or parasite will be sent home and may not return until the dog no longer has an infectious illness or no longer has an infectious parasite.
- Dog Owners must leash their dogs while on RWC premises, including while the dog is being transported to and from vehicles. For safety purposes, Dog Owners must not allow their dog(s) to approach other dogs (or other customers) while on the premises during drop off or pick up, and Dog Owners must not approach or attempt to pet another customer's dog(s) while on RWC premises. Dog Owners and children must NOT reach through or over fencing to pet dogs in RWC play areas including the outside turfed area. RWC is not responsible for any mishaps arising from a dog being loose in the parking lot while under the Owner's control.
- If an intact male dog does not respond to standard correction methods (touch corrections, time out, pinch collar, verbal corrections, etc.), RWC reserves the right to use an e-collar on intact males displaying humping and excessive interest in other dogs.
- No intact male and female dogs 14 months old or older will be allowed to be part of RWC's green dog program as they require extra supervision while in group. If a green dog is still intact when they reach 14 months old, they will be moved to RWC's yellow dog program and rates.
- Dog Owners may not open gates, doorways, or enter areas of the premises with signs saying, "Restricted Area".

**TERMS OF AGREEMENT**

- This Agreement contains the entire agreement between the RWC and RWC customers. 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 for all purposes, shall be construed in accordance with the laws of the State of Nevada without regard to its conflict of law principles. Any action or proceeding by either of the parties to enforce this Agreement shall be brought only in a state or federal court located in Washoe County, Nevada. The parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive any defense to venue therein.
- In any judicial action or proceeding among the parties to enforce any of the provisions of this Agreement or any right of any party hereto, regardless of whether such action or proceeding is prosecuted to judgment and in addition to any other remedy, the unsuccessful party shall pay to the successful party all costs and expenses, including reasonable attorneys' fees and costs, incurred therein by the successful party.

**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**

**Attachment A 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 an attachment.

1. Representations and Responsibilities of Owner. The Dog Owner (hereinafter referred to as “Dog Owner”) asserts that the following statements are true for their dog(s). The Dog 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. Dog 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) Dog 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 Dog Owner understands that there are inherent risks associated with the care of dogs and dog interactive play. The Dog Owner understands that RWC employs 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) Dog Owner understands and agrees that there are inherent risks associated with training, walking, boarding, socialization, swimming, and working with dogs in general.

- (ii) To the maximum extent permitted by law, Dog 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.

Dog Owner further understands that due to the way dogs interact with one another, cuts or scratches can occur to the Dog Owner or the Owner's dog(s), even though the dogs are carefully supervised. Dog 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.

- (iv) Owner understands that RWC has a Mandatory Pet Wellness Guarantee Program that covers any vet bills resulting from bodily injuries incurred by Dog while under RWC' care. The coverage is limited to \$5000 per incident per year. See Attachment C for full details of the RWC Mandatory Pet Wellness Guarantee Program. Owners may only opt out of RWC's Mandatory Pet Wellness Guarantee if they sign a waiver, and provide proof of alternate insurance for the dog.
- (v) The Mandatory Pet Wellness Program is charged at annual rates, and what the customer is charged will depend on the prevailing rate for the year.
- (vi) Dog 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 when transporting an injured dog to veterinary care.

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 Dog Owner or the Owner's dog(s) while Services are being provided by RWC, with the exception being the Mandatory Pet Wellness Guarantee Program outlined in 2 (iv) above.
- (ii) 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 Dog 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 Dog 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 Dog Owner. Dog 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.

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

\_\_\_\_\_  
Signature of Customer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Customer



## Attachment B MEDIA CONSENT FORM

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. By execution of this Media Consent Form, Dog 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 Dog Owner by name, unless expressly agreed to by the Dog Owner. Dog Owner understands that it is possible that someone may recognize the Dog or the Dog Owner.
- (iii) Dog 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 RWC or any other party.
- (iv) 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 ATTACHMENTS. OWNER ALSO AGREES TO BE LEGALLY BOUND BY ITS TERMS.**

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**Signature of Customer      Date**

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**Name of Customer**

## **Attachment C RWC Mandatory Pet Wellness Guarantee Program**

Because Real World Canine is committed 100% to the well-being of your dog, we have introduced the first-of-its-kind Mandatory Pet Wellness Guarantee Program. Under this program, any bodily injuries incurred by your dog whilst in RWC's care will be covered by RWC's Pet Wellness Guarantee. This means we will pay all vet costs incurred for the treatment of your pet.

ALL dogs who come to RWC, for day camp, boarding, or training, must purchase the Pet Wellness Guarantee. The reason we have made this program mandatory is that we really want to provide this wellness guarantee, and like all insurance programs, it only works if everyone participates.

The mandatory program will work thus:

The cost to cover each pet is \$100/pet/year. If a claim is made in the course of the first year, the fee for the next year's coverage will go up to \$150/pet for parents of all dogs that were party to the incident that led to the injury.

### What the Pet Wellness Guarantee Covers:

- Incidents of bodily harm where a dog gets injured while under RWC's care. This includes cuts, abrasions from facility design flaws or conditions, or other dogs, as well as bites from other dogs. The coverage limit will be \$5000/year. We have never had any incident at RWC that resulted in a vet bill even close to this limit.

### What the Pet Wellness Guarantee will NOT Cover:

- Bacterial or viral infections, resulting from the respiration, or ingestion, of bacteria or viruses, including bodily fluids or waste. The reason this is not covered is that no matter how closely we watch your dog, we cannot tell when there are viruses and bacteria that your dog is taking in – although we do take extensive steps in cleaning and drinking water swaps when an infection is going around Reno. Regular Vet care is NOT covered.

### The Fine Print: (to make any necessary insurance claims easier)

- In the unlikely event that we do not report the injury to the customer, the customer has 24 hours to report the injury to RWC from when the dog is picked up.
  - Reports should be accompanied by photos or videos with a date stamp.
- RWC reserves the right to treat an injury onsite at RWC, or to bring your dog to a vet of our choice. Should the customer choose to bring their dog to a vet of their choice, they will have to provide invoices from their vet showing the injury, and treatments received by the dog, to facilitate the claim.

**Waiver by Owner**

By signing below, I, \_\_\_\_\_, owner of \_\_\_\_\_ (dog's name) hereby waive my right to have any injuries sustained by my dog to be covered by Real World Canine's Pet Wellness Guarantee. This means that RWC will not be responsible for any costs arising from my dog's injuries sustained at RWC, regardless of how the injury happened. I also certify that I have pet health insurance coverage that will cover my dog in case of any injury sustained.

\_\_\_\_\_

Owner's Name

Signature Date: