

**Terms and Conditions for Provision of Canine Care
From 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 provided by RWC, including those that result in a monetary exchange between customers and RWC.

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, Canine Boarding, and Outdoor Excursions.

SERVICE PRICING

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

CONDITIONS FOR PROVISION OF SERVICES

The following conditions are established for provision of services and purchase of merchandise 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 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 in full prior to the start of service. If payment is not received prior to service initiation, RWC has the right to refuse service.
- Classification of dogs, which determines their service price, is at the sole discretion of RWC. The following general descriptions are provided to customers 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 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. 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:
 - Denial of service (not applicable when denial of service is due to dog's temporary 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, yellow or red).
- Payment for services must be made at time of drop off or at pick up. Credit cards on file will be automatically charged once service is 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 1st 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.
- Boarded dog drop-off times are 6:30 AM and 10:00 AM the 1st 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 1st day of boarding.
- 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 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 displayed at front desk and on RWC website www.rwc-nv.com).
- A 50% deposit is required to confirm a boarding reservation (at the time reservation is made). The remaining 50% is due 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 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 future boarding or day camp. Boarding reservations that are canceled less than 48 hours prior to the reservation, including not showing up for a reservation without cancellation, 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 1 day of boarding if the cancellation includes a peak board holiday (i.e. Thanksgiving, Christmas, New Year's Day, Memorial Day, July 4 and Labor Day).
- Boarding reservations that are 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 daycamp add-on passes will be sold in 4 week (8 days) increments and require scheduling 2 days a week either Monday & Wednesday or Tuesday & Thursday. Scheduling all dates for the 4 week period must be done at time of purchase.
- Payment for training with Daycamp add-on is due in full at the time of scheduling the appointments.
- All training with daycamp add-on pass purchases 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 customer, RWC trainer's time is reserved at the time of scheduling and RWC does not have the ability to backfill the reserved training times lot if it is missed or cancelled.
- Rescheduling of missed training appointments is at the sole discretion of RWC and will be based on RWC's training schedule availability. Rescheduled missed appointments will be charged at the full training rate and require payment in full at time of scheduling.
- 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:
 - Denial of service (not applicable when denial of service is due to dog's temporary 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 customer.

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. Unpaid appointments will be cancelled.
- 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. Unpaid appointments will be cancelled.
- For off-site private training, RWC requires the customer sign a separate off-site training agreement and that we have that signed agreement on file at RWC prior to scheduling any off-site training.
- 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 customer greater than 48 hours prior to the private training appointment will receive full refund to the original payment method.
- Private training that is cancelled by the customer between 48 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 and payment will not be applied to a rescheduled appointment. 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 such short 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.
- 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:
 - Denial of service (not applicable when denial of service is due to dog's temporary 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.

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. Owners consent to the use of their canine's image as part of the Terms of Service Consent to Use section of the Liability Waiver (later in this document). These photos and videos are used for RWC advertising and marketing purposes. Our photographers try to include as many dogs as possible in the photo files but cannot ensure that every dog will be featured.

RWC has added canine photography and training video for purchase. The cost for these services are posted at the drop-off area. This includes holiday photos, where pictures are taken of dogs staged in a holiday setting.

- **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 at the drop off area and on our 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 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, DHPP (Distemper/Hepatitis/Parvo), and Rabies. The owner must provide RWC a hard copy of each dog's vaccination records before services are rendered. Dogs more than 30 days past due on a required vaccination will not be able to return to RWC until vaccinations are 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.
- Customers must leash their dogs while on RWC premises, including while the dog is being transported to and from vehicles. For safety purposes, customers must not allow their dog(s) to approach other dogs (or other customers) while on the premises during drop off or pick up, and customers must not approach or attempt to pet another customer's dog(s) while on RWC premises. Customers and children must NOT reach through or over fencing to pet dogs in RWC play areas including the outside turf pen.
 - 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.
- Customers may not open gates, doorways, or enter areas of the premises with signs saying, "Restricted Area".
- 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 this Terms of Service Agreement, 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 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 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.

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
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 “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 ATTACHMENTS. OWNER ALSO AGREES TO BE LEGALLY BOUND BY ITS TERMS.

Signature of Customer

Date

Name of Customer