



# Terms and Conditions of Services for Real World Canine, LLC

5 October 2024

This document establishes the terms and conditions for provision of services by Real World Canine LLC, hereinafter referred to as "RWC." The following conditions apply to all RWC customers, hereinafter referred to as "Customers."

## PROVIDER:

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

## CONDITIONS FOR PROVISION OF SERVICES

Receipt of services from RWC is subject to execution of the following terms and conditions as well as the attached Release of Liability Waiver.

## PAYMENT AND 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 Customers of any price change prior to its institution. If A Customer has pre-purchased services prior to a rate increase, services will be rendered at the purchased price.
- Payment for services is due as outlined below:
  - Day Camp - Payment for Day Camp may be made at time of drop off. If the Customer has a credit card on file (in the online portal), it will be charged once service is rendered.
  - Boarding - A 50% deposit is required to confirm a boarding reservation. If the deposit is not made, the request for boarding will be marked as "pending" and will not be confirmed until the deposit is received. Pending reservations may be canceled without notification, if other Customers reserve the boarding slot with a deposit. The remaining 50% of the boarding charge can be paid any time prior to the boarding dropped off. Please note that payments cannot be accepted on weekends, requiring payments for weekend drop offs to be made the prior Friday.
  - Training - Payment for Training is due in full at the time the training reservation is made.
- Refunds for services scheduled and canceled prior to use are outlined below:
  - Day Camp – Cancellation:
    - Prior to 5:00PM, the day before the reservation, will receive a refund or credit for packages.
    - Prior to 7:00AM the day of the reservation will receive a credit, which can be used for future Day Camp
    - After 7:00AM the day of the reservation will result in loss of Day Camp pass or debit for amount owed.
  - Boarding – The boarding cancellation policy is based on the reservation's occurrence over a holiday or non-holiday period.
    - Holiday Boarding – RWC is closed for Day Camp on the following holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Year's Day. Boarding reservations that include at least one of these holidays are subject to the

following refund restrictions. Cancellation:

- 4 weeks (28 days) prior to start of the boarding reservation – the Customer will receive a full refund. Refunds will be applied to the payment method used.
- Between 4 and 2 weeks (27 to 14 days) prior to the start of the boarding reservation - the Customer will receive a non-refundable credit for the fully amount of payment(s) made, which can be applied to future boarding or Day Camp.
- Between 2 and 1 weeks (13 to 7 days) prior to the start of the boarding reservation - the Customer will receive a non-refundable credit for the amount paid for boarding, minus the cost of 1 day's boarding.
- Less than 1 week prior to the start of the boarding reservation – the Customer will be charged 50% of the boarding reservation deposit for up to 5 days of boarding, and receive a non-refundable credit for any amount tendered above the 50% reservation deposit, which can be used for future boarding or Day Camp.
- Non-Holiday Boarding – Non-holiday boarding reservations are subject to the following refund restrictions. Cancellation:
  - At least 3 days (72 hours) prior to the start of the boarding reservation - will receive a full refund of monies paid. Refunds will be applied to the payment method used.
  - Between 24 hours and 72 hours prior to the start of the boarding reservation - will receive a non-refundable credit the amount paid, which can be applied to future boarding or Day Camp.
  - Less than 24 hours prior to the start of the boarding reservation (including no-show) - will be charged for 1 boarding day plus a \$40 administrative fee. The remainder of the boarding payment will be applied to a non-refundable credit, that can be used for future Day Camp or boarding
- Boarding reservations cancelled by RWC will receive a full refund to the original payment method for any unused boarding services.
- Training – RWC offers 2 types of training, Training Program and Private Training. Refund policy for each is identified below.
  - Missed or cancelled training program appointments will not be refunded. RWC trainer's time is reserved at the time of scheduling and RWC does not have the ability to backfill individual training days if it is missed or cancelled.
  - Private training cancelled or rescheduled by the Customer, greater than 48 hours prior to the private training appointment, will receive a full refund to the original payment method.
  - Private training that is cancelled or rescheduled by the Customer, between 48 and 24 hours prior to the appointment, will receive a non-refundable credit for the amount paid.
  - Private training that is cancelled or rescheduled by the Customer, less than 24 hours prior to the appointment, will not receive a refund or credit. 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.
- All purchases for services will expire 6 months (180 days) after the purchase date. Unused service purchases are non-refundable.
- Classification of Dogs is determined based on the amount of supervision required for the dog, while at

RWC. Classification is at the sole discretion of RWC. The following general descriptions are provided to clarify the classification categories:

- 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. Green dogs are able to participate in RWC play groups.
- A **Yellow Dog** is a dog that is fearful, shy, reactive, nervous, anxious, or more difficult to work with than a green dog. Yellow dogs are unable to participate in RWC play groups.
- 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

- Day Camp Duration is up to 12 hours of service. Each Day Camp pass allows dogs to occupy RWC premises between 06:30 AM and 6:30 PM. A full day pass will be charged for a Day Camp 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.
- Passes Expire after **6** months (180 days) after the purchase date. Expired passes for services are non-refundable, except when one of the following conditions are encountered:
  - RWC opts to refuse to continue to provide services to a customer.
  - Death of the dog that is attending RWC.
  - Customer moving 50 miles or more away from RWC.
- Exchanging Day Camp Passes for other services is not allowed. Day Camp passes can only be exchanged for Day Camp of the specific dog classification (green, yellow) and cannot be applied to other services (boarding, training, merchandise, etc.).
- Transfer of Discounted Day Camp Passes is not allowed, except under the following conditions:
  - Between dogs owned by the same Customer.
  - Between dogs that are in the same immediate family, and on the same account.

## BOARDING CONDITIONS

- Duration of a Boarding Day is up to 27.5 hours, between 6:30AM the day of drop-off, through 10:00AM the following day.
- Day Camp is Included in the Boarding Day, at no additional cost. Boarding dogs will participate in all Day Camp activities for the dog's assigned category (green, yellow). No refund or credit will be provided for Day Camp activities not utilized on the 1<sup>st</sup> day of boarding. Day Camp participation cannot be moved to the day after boarding.
- Boarding Drop Off must occur before 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 energy level than the other boarding dogs at the end of the day.
- Day Camp Add-on can be purchased if pick-up will occur after 10:00AM the day of departure. A Day Camp pass must be purchased in advance for dogs picked up after 10:00 AM.
- Customer Provisions required at dropoff include the following:
  - Food must be provided in individual meal portions of dry food packages. Wet food meals or for mixing into the dry food can remain in the store packaging.
    - Individual portions can be put into zip lock bags or plastic containers. If the Customer wishes to have the containers returned, please note that in the feeding instructions.
    - If food is not provided (e.g., emergency drop off or unplanned extended stay), RWC will supply food to the dog for an additional charge (pricing can be obtained from the front desk and on RWC website [www.rwc-nv.com](http://www.rwc-nv.com)).
  - Medication/Supplements must be provided in original prescription bottle or over the counter container, which provides the dosing instructions. For prescriptions, the boarding dog's name must

- be on the prescription bottle.
- We discourage Customers from bringing pillows, toys, personal blankets, etc. Our open, bedroom boarding allows green dogs to sleep as a pack, on multiple king size beds with humans. This environment requires dogs share the accommodations, and personal items may cause conflict.

## TRAINING CONDITIONS

### On Site Training Program:

RWC training program consists of eight training sessions, two sessions a week for four consecutive weeks. Each training session has a duration of six-to-eight-hours. Training includes Day Camp activities, at no extra charge. The training dog is dropped off between 6:30AM and 10:00AM. The dog is integrated into the Day Camp activities for their classification (green, yellow), and participates in all Day Camp activities. Intermittently, throughout the Day Camp activities, the dog is moved from Day Camp to the training area, for individual, one-on-one training. A certified trainer works with the dog to teach the specific lessons identified by the Customer. The Customer will pick up the dog at a time coordinated with the trainer (between 3:00PM and 5:00PM), and be given a detailed description of the training that occurred.

- All training program events will be conducted in 4 consecutive weeks (2 days a week) and require scheduling for either Monday & Wednesday or Tuesday & Thursday. Customers must schedule all dates for the 4-week period at the time of purchase.
- Training passes can only be exchanged for training services, and cannot be used for Day Camp, boarding or other services.
- Training Passes are not transferable to other dogs, regardless of a common Customer or immediate family connection.
- Missed training days may be rescheduled at the discretion of RWC.

### Private Training

Private training is sold in ½-hour or 1-hour increments. Private training occurs with the dog, Customer and Trainer all in attendance. Private training can occur at RWC or at a separate off-site location, provided the off-site location is within 30 miles of RWC location.

- The Customer must sign an Off-Site Training Agreement prior to scheduling any off-site training. Such agreement shall be provided by RWC.
- Unscheduled private training passes expire 6 months (180 days) after the purchase date. Purchased training passes are non-refundable.
- Private training passes can only be exchanged for the specific type of private training services the pass included, and cannot be used for other services.
- Private Training Passes are not transferable except between dogs belonging to the same Customer in the same family, on the same account.

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

If a dog has not attended RWC Day Camp or Boarding for a period of 6 months (180 days) or more, a re-evaluation of the dog will be required for the dog to return for either service. The re-evaluation will ensure that the dog’s behavior has not changed in a way that may impact the safety of the dog or other dogs in the play group. Reevaluation must be scheduled and conducted like a regular evaluation, and is offered at a discounted rate from the initial dog evaluation.

## CONDITIONS FOR SALE OF MERCHANDISE

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

## OTHER SERVICES

### Photographs and Videos

RWC takes photographs and videos of dogs at RWC, and posts them to social media. Customers consent to the use of their canine's image as part of the Consent to Media Use (later in this document). RWC also offers canine photography and training videos for purchase. The cost for these services is posted on our website.

### Other Add-On Services

RWC offers additional add-on services, for a fee, including, but not limited to: Nail Trims, Ear Washing, Baths, Administration of Day Camp Meals, RWC Supplied Food, Food Enrichment, Administration of Medication and Supplements, Extended Late Stay Pick Up, etc. A listing of fees for additional add-on services may be found on RCW's website, and at our customer front desk.

## SAFETY REQUIREMENTS

- 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. If services include multi-day packages, refunds will be provided on a pro rata basis.
- All dogs receiving services from RWC must maintain up to date vaccinations, including Bordetella, DHPP (Distemper/Hepatitis/Parvo), and Rabies vaccinations. The Customer 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 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 remember that RWC has a training program for yellow (fear aggression) dogs. To ensure the safety of all dogs and people on RWC premises, the following rules must be observed by Customers.
  - All dogs must be leashed while on RWC premises, including while the dog is being transported to and from vehicles.
  - Customers must not allow their dog(s) to approach other dogs (or other Customers) while on the premises.
  - 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.
  - RWC is not liable for any mishaps that occur on RWC property, including the parking lot, when the dog is no longer under RWC control.
- If an intact (non-neutered) 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.
- Intact male and female dogs, over the age of 14 months, will not be allowed to participate in green play groups, as they require extra supervision while in group. If a green dog is still intact when they reach 14 months old, they will automatically be reclassified as a yellow dog until such time as they are neutered/spayed.
- Customers may not open gates, doorways, or enter areas of the premises with signs saying, "Restricted Area."

## OTHER TERMS

- This Agreement contains the entire agreement between the RWC and Customers. All terms and conditions of this Agreement shall be binding on the heirs, administrators, personal representatives and assigns of the Customer 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

\_\_\_\_\_  
Print 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 in conjunction with “Terms and Conditions of Services for Real World Canine, LLC” to which this document is an attachment.

1. Representations and Responsibilities of Owner. The Customer (hereinafter referred to as “Customer”) asserts that the following statements are true for their dog(s). The Customer agrees to immediately notify RWC if any of the following conditions are no longer true for 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) The dog(s) is/are free of all fleas, ticks, worms and other infectious insects and parasites;
  - (iii) The dog(s) has/have no illness or injury(ies);
  - (iv) The 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. Customer 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 or other written communication;
  - (vi) Customer 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) and response to all inquiries from RWC.
  
2. Acceptance of Standard Risks Associated with Canine Services. The Customer understands that there are inherent risks associated with the care of dogs and dog interactive play. The Customer 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) Customer 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, Customer assumes any and all responsibility for himself or herself when they are participating in training, walking, boarding, socialization, 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, socializing, swimming or any of the activities and work being performed at RWC.
  - (iv) Customer further understands that due to the way dogs interact with one another, cuts or

scratches can occur to the Customer or the dog(s), even though the dogs are carefully supervised. Customer also understands that his or her participation in any of the Services incurs risks such as tripping, falling, getting knocked down, jumped on, bitten, scratched, or suffering more serious injuries such as permanent disfigurement or death.

- (v) If the Customer's dog(s) becomes 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 Customer. RWC will make every attempt to contact the Customer, 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) Customer 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 Customer or the 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. Customer 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) RWC may offer 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 concurrence of RWC and permission of the Customer. Owner understands that participation in offsite activities could involve risk of physical injury, illness, property loss or death. 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 Customer understands that any veterinary expenses, property loss, or other personal expenditures that result during, or from offsite activities, are to be borne by the Customer. Customer 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

\_\_\_\_\_  
Print 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, Customer agrees, consents, and grants permission for:

- (i) RWC to use their dog’s name, age (including birthday), breed, RWC activities, and any images or likeness thereof, including any photographs or videos taken of Customer’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 will be used without identifying the Customer by full name, unless expressly agreed to by the Customer. Customer understands that it is possible that someone may recognize the Dog and associate with the Customer.
- (iii) Customer 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.

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

\_\_\_\_\_  
Date

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