Terms and Conditions

1) ACCEPTANCE. The proposal embodied by this document and any writings incorporated by reference (collectively, the "Agreement") may be accepted by any definite and reasonable expression of acceptance. Acceptance is limited to the terms and conditions of the Agreement; no additional or different terms or conditions contained in any acceptance shall become part of the contract formed as a result of such acceptance. This Agreement may not be modified except by written agreement signed by a duly authorized representative of Ruff Resorts, Inc and/or Ruff 101, LLC (a.k.a. "The Ruff House"). Any provision of another document which is inconsistent with the foregoing shall be of no force and effect.

2) FORCE MAJEURE. The Ruff House shall not be liable for any failure of any performance under this Agreement if such failure is occasioned by war, labor shortage, materials shortage, fire, flood, pandemic, or by any act of God, or by any other cause beyond the control of The Ruff House. Time is not of the essence with respect to The Ruff House's performance here under.

3) PAYMENT AND TERMS. At the time of pick up, Owner agrees to pay the pet care service rate in effect on the date pet is checked into The Ruff House. Time is of the essence with respect to payment. Prices set forth by Ruff House are subject to change without notice and seasonal/peak period rates may apply. Charges begin on the day Owner leaves pet with The Ruff House. Owner acknowledges and agrees that Owner is liable for all charges incurred during pet's stay and The Ruff House reserves the right to collect any unpaid balance. The Ruff House shall have, and is hereby granted, a lien on Owner's pet for any and all unpaid charges resulting from services provided by The Ruff House. Discounted packages, memberships, and passes are non-refundable and are subject to expiration dates effective at the time of purchase. An administrative fee of $50.00 will be charged for returned checks or debit problems, such as non-sufficient funds, closed accounts, credit card/debit card charge backs, frozen or declined credit or similar circumstances. Accounts past due shall be charged a late fee at a rate of 1.0% per month or the maximum amount permitted by law, from the date of service. To the extent permitted by applicable law, Owner shall be liable to The Ruff House for all costs of collection, including but not limited to actual reasonable attorney fees, incurred by The Ruff House in connection with actions or efforts to collect any balance owed by Owner.

4) CREDIT CARD AUTHORIZATION. Owner hereby authorizes The Ruff House to maintain Owner's credit card information on file with their third party processing company and charge for 1) any and all requested services performed for Owner's pet(s), 2) in the event Owner does not return to claim Owner's pet on the scheduled pick up date, 3) to secure a service reservation with a non-refundable deposit, 4) if Owner fails to give proper cancellation notice or fails to make proper payment at the time of pick up. Owner also agrees that this card can be used for bank and administrative fees incurred by The Ruff House as outlined in 'Payment And Terms' above. All charges are final when made.

5) LIMITATION OF WARRANTY. The Ruff House shall not be liable to Owner or anyone claiming by, through, or under Owner for any error of judgment or mistake of law or for any loss, except a loss resulting from willful malfeasance, bad faith or gross negligence on the part of The Ruff House. THE RUFF HOUSE MAKES NO ADDITIONAL WARRANTIES WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HERE UNDER. ANY IMPLIED WARRANTY OF MERCHANT-ABILITY,

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AND ANY IMPLIED WARRANTY THAT THE GOODS OR SERVICES ARE FIT FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

6) LIMITATION OF LIABILITY. Notwithstanding any other provision, the total liability, in the aggregate, of The Ruff House and The Ruff House's officers, directors, employees, and agents to Owner for any and all claims, losses costs or damages whatsoever arising out of, resulting from or in any way related to the goods or services provided by The Ruff House shall not exceed the amounts actually received by The Ruff House from Owner. Notwithstanding any other provision, The Ruff House and The Ruff House's officers, directors, employees, and agents shall not be liable to Owner for any special, incidental, indirect or consequential damages whatsoever.

7) EXCLUSIVE REMEDY. Owner's sole and exclusive remedy for breach of any warranty here under shall be the repair or replacement of any defective goods or services, at The Ruff House's expense. The Ruff House shall have no liability under the foregoing warranty unless Owner, at its expense, has provided The Ruff House a clear written statement describing the alleged defect, its consequences and, if applicable, returned the allegedly defective product to The Ruff House.

8) GOVERNING LAW; JURISDICTION. This Agreement and Release shall be governed by, and construed and enforced in accordance with, the laws of Wisconsin, exclusive of Wisconsin's conflict of laws provisions. Any and all claims, questions or disputes regarding the interpretation performance and enforce ability of this Agreement, the rights and remedies of the parties here under, and all related actions of counterclaims shall be initiated and or prosecuted exclusively in Outagamie County Circuit Court, Appleton, Wisconsin. The parties further agree to submit to the jurisdiction of said courts.

9) ENTIRE AGREEMENT. This Agreement is the entire agreement between the parties with respect to the transaction or series of transactions contemplated herein and supersedes all previous written or oral negotiations, commitments and writings. No promises, agreements, representations or warranties with respect to said transaction(s) have been made by any of the parties except as set forth herein.

10) BINDING EFFECT. This Agreement shall bind and benefit the parties and their respective personal and legal representatives, heirs, successors and permitted assigns.

11) AUTHORITY. Each party warrants to the other party that is has the authority to enter into this Agreement and that all necessary approvals have been or will be obtained.

12) INDEPENDENT CONTRACTOR. Each party acknowledges that it is an independent contractor and is neither an agent, partner, joint venture, nor employee of the other party. A party shall have no authority to bind or otherwise obligate the other party in any manner nor shall a party represent to anyone that it has a right to do so.

13) WAIVER. The failure of either party to insist on strict performance of this Agreement by the other, according to the terms and understanding herein set forth, shall not be construed as a waiver of the right to insist on such performance and no waiver by either party of any breach by the other of any provisions hereof shall be deemed a waiver of any other prior or subsequent breach.

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14) SEVER-ABILITY. Each provision of this Agreement and Release shall be considered severable, and if for any reason any provision or provisions of this Agreement are determined to be invalid and contrary to any existing or future law, the invalidity shall not affect or impair the operation of those portions of this Agreement that are valid, or the application of such provisions in situations in which they are not invalid.

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