

Ring Rental Contract for Income-Generating Events at Teamworks Dog Training, LLC

An income-generating event is defined as one that brings in profit beyond the cost of putting on the event.

(All agility trials are classified as income-generating events.)

______, herein referred to as the Tenant, offer and agree to rent from Teamworks Dog Training, llc, the following rental premises:

NOTE: ALL RENTALS SHOULD BE SECURED ONLINE AT: http://216.154.216.175/cgi-bin/ringrental.pl

This contract must also be filled out for large group income-generating rentals only.

(Please check all that apply)

- □ The Teamworks Dog Training building at Durant Business Park in Raleigh, North Carolina.

 This property includes parking spaces, and use of the building.
- □ The Teamworks Dog Training EAST (grass/sand) agility arena in Youngsville, North Carolina.

 This property includes designated parking spaces, the sand agility arena, use of one set of agility equipment, and designated space on the surrounding land for tenting and event set-up.
- □ The Teamworks Dog Training WEST (grass/dirt) agility arena in Youngsville, North Carolina.

 This property includes designated parking spaces, the grass agility arena, use of one set of agility equipment, and designated space on the surrounding land for tenting and event set-up.
- □ The Teamworks Dog Training Doggie Swim Pond in Youngsville, North Carolina.

 This rental is included in an agility ring rental.

The Tenant agrees to maintain the property and equipment in good condition, and as it was found. Upon vacating the premises, the Tenant will see that all property is cleaned up and trash is removed and placed in the dumpster or trash receptacle. The Tenant will save and hold Teamworks Dog Training, Ilc and Michele and Greg Godlevski free and harmless from any and all claims for damages or injury, including death or injury to the person, dog, or property of anyone resulting from or arising out of use of said premises by the Tenant or by the conduct of the Tenant's business therein, or any acts by the Tentant, his agent, employees, or invitees, and the Tenant further agrees to provide liability insurance in the minimum amount of \$1,000,000.00 to protect the Landlord against such a claim.

THE FOLLOWING CONDITIONS APPLY TO ALL INCOME-GENERATING RENTALS AT TEAMWORKS DOG TRAINING, LLC:

- o Income-generating events requiring ring rental should be reserved a minimum of two months in advance.
- Clubs and groups renting the ring must have their own liability insurance for income-generating events and should submit proof of that insurance with this contract.
- o Lecturer/instructors renting the ring must also have their own liability insurance that specifically covers the activity they will be paid to do. All such rentals are subject to pre-approval.
- The rental fee for income-generating events is \$550 per day for the first agility ring and \$450 per day for the second agility ring.
- If only one ring is rented, only that ring, its equipment, and its corresponding practice ring are available for use by the club.
- Efffective June 1, 2010: The Teamworks Doggie Swimming Pond is included in all agility ring rentals for incomegenerating events.
- Effective January 1, 2011: Electronic timers and speakers are included with agility rentals.

result in the forfeiture of the security deposit.

- Rental fee checks can be payable to *Teamworks Dog Training, LLC*. The rental fee is due no later than 30 days after the event date. Fees submitted later than 30 days later than the event will be assessed a 5% late fee charge.
 A \$100 security deposit is required to hold a reservation. This \$100 can be deducted from the total rental amount due as long as no equipment is damaged and the site is cleaned up after the event. Cancellations made less than 30 days before an event
- o The site must be cleaned up after the rental and all equipment should left be in the same condition it was found in. The Tenant will be charged a \$250 cleaning fee for a site not left in the same condition it was found.
- o It will be the responsibility of the Tenant to check all equipment and to report and pay for any damaged equipment.
- o It will be the responsibility of the Tenant to ensure that all participants receive a copy of the Teamworks Dog Training, Ilc event waiver and follow these policies.

- o **Proof of vaccinations or of antibody titers is required for all dogs** that will be brought on site for the event. It will be the responsibility of the Tenant to ensure that all participants have proof of vaccinations or antibody titers all dogs present, including non-participating dogs.
- Dogs in heat are not allowed on site. It will be the responsibility of the Tenant to ensure that all participants abide by this rule.
- Rentals may not be sublet or re-rented. Vendor fees may not be charged by the Tenant. However, the Tenant may charge fees for advertising for the vendor in printed literature about the event. Solicitation of the advertising fee is the responsibility of the Tenant.
- o All vendors at all income-generating events must be approved by Teamworks Dog Training, LLC by having the vendor register online. It is the sole responsibility of the Tenant to arrange for all vendors, including the food vendor, videographer, and porta-pottie service. Teamworks Dog Training, LLC reserves the exclusive right to approve subletting of vendor space at an event and to set limits on the number and types of vendors present.
- o All camping and RV parking reservations must be done through Teamworks Dog Training by pre-registration online.

 Tent camping is \$5 per night, RV parking is \$10 per night, and a limited number of electric hook-up spaces are available for \$25 per night.

Rules for the Pond Include:

- 1. The owner reserves the right to close access to the pond for any reason. The pond could be closed if there is ice or snow present or if the air or water temperature is too cold. Credits will be granted for rentals not fulfilled.
- 2. NO FISHING IN THE POND.
- 3. NO FEEDING OF BIRDS OR FISH IN THE POND OR TOSSING FOOD MATTER OF ANY KIND IN THE WATER.
- 4. NO HUMANS MAY SWIM IN OR DIVE IN THE POND.
- 5. Any dog using the pond must be current on rabies, Bordetella, and DHPP vaccinations and must not have chronic coughing, any diarrhea, or any vomiting.
- 6. No dogs in heat allowed in or around the pond.
- 7. DOGS WITH A FRESH FRONTLINE-TYPE APPLICATION (LESS THAN 48 HOURS) MAY NOT SWIM IN THE POND.
- 8. Teamworks Instructors have free use of the pond, but must reserve the pond online ahead of time.
- 9. Teamworks trial events and Teamworks Course of the Week will include free use of the pond for paid competitors. Other clubs hosting trials will have the option of reserving the pond for competitors.
- 10. All dog excrement must be removed and disposed of properly in and around the pond.
- 11. Dogs must remain in the fenced area around the pond to be off leash.
- 12. Aggressive or unruly dogs or dogs running out of the pond area off leash will be asked to leave.
- 13. Owners who do not reserve the pond and pre-pay before using the pond will be asked to leave.
- 14. Owners need to prevent their dogs from digging holes in and around the pond.
- 15. For safety, remove any slip collars before allowing your dog in the water.
- 16. Please allow 2 hours after your dog eats before swimming your dog.
- 17. There is no guarantee that this pond will be free of snakes or snapping turtles. Please monitor your dog closely and to be safe, keep your dog on a long all-tape Flexi line and have your dog wear a doggie life vest.
- 18. There is no guarantee that this pond will remain free of parasites like giardia. If your dog shows signs of vomiting or diarrhea, please see your veterinarian and inform the owner immediately.
- 19. In cooler weather, please monitor your dog closely for hypothermia. Shivering, disorientation, dilated pupils, cramps, and a slowed heart rate are all symptoms.
- 20. Anyone using the pond assumes all risks associated with swimming and water. There is no life guard on duty. The closest emergency veterinarian is 30 minutes away (Quail Corners (919) 876-0739 | 1613 E Millbrook Rd Raleigh, NC 27609) and the closest people hospital is 20 minutes away (Franklin Regional Medical Center (919) 497-8410 | 100 Hospital Dr Louisburg, NC 27549).

TEAMWORKS DOG TRAINING ®, LLC CONTRACT 21. Violators of any of these policies will be asked to leave without a refund and all future pond privileges will be revoked.

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THE FOLLOWING CONDITIONS APPLY TO RENTALS OF THE TEAMWORKS DOG TRAINING, LLC BUILDING IN RALEIGH, NC:

- Teamworks Dog Training, Ilc will furnish water, heating, and cooling necessary in the use of said building.
- o The Tenant will assure that no smoking is allowed in the building.
- Teamworks Dog Training will be allowed to conduct retail business at the building or on the ground with no liability or obligation to the Tenant.
- The Tenant will be responsible for sweeping the floor and vacuuming before vacating the premises. Teamworks Dog Training, Ilc
 will provide brooms and a vacuum cleaner for this purpose.
- When vacating the premises, the Tenant will properly lock and secure all doors and will return any equipment that has been moved to its previous location.

THE FOLLOWING CONDITIONS APPLY TO RENTALS OF THE TEAMWORKS DOG TRAINING, LLC AGILITY ARENAS IN YOUNGSVILLE, NC:

- Teamworks Dog Training, LLC will provide agility equipment as listed in the Teamworks Dog Training, LLC Equipment List for the outdoor arenas. Teamworks Dog Training, LLC will provide a limited number of tents, tables, and chairs upon request. Tents, tables, and chairs must be set up by the Tenant for use. Tents, tables, and chairs must be cleaned off and disassembled by the Tenant. Any damage to any equipment will be charged to the club and must be paid in full no later than 30 days following the trial.
- Electronic Timers are available for rental at \$25 per set (start and finish) per day. Horns are available for an additional \$5 per set per day. Any damage to the electronic timers will be charged to the club and must be paid in full no later than 30 days following the trial.
- o Teamworks Dog Training, LLC will provide access to the Doggie Swimming Pond and also a water hose at no additional charge to the Tenant.
- Teamworks Dog Training, LLC will provide garbage cans, garbage bags, and poop bags at no additional charge to the Tenant. It is the sole responsibility of the Tenant to empty the trash cans and pick up trash at the end of each day of the event. Failure to do so or to perform any of the listed tasks will be subject to a \$250 service fee per day.
- o Teamworks Dog Training, LLC will provide one Porta-John located near the sand agility ring at no additional charge to the Tenant. Teamworks Dog Training, LLC uses and recommends A-Sani-Can Porta-John Service at 1-866-736-8564 and encourages the Tenant to provide additional Porta-Johns and overnight service for large events.
- Overnight tent camping is permitted for a fee of \$5 per person in designated tent areas and is limited to the space available. Overnight recreational vehicle parking is permitted at Teamworks Dog Training, LLC on a limited basis for an overnight for a fee of \$10 per RV per night. There are two electric hook-up RV spots available for \$25 per night. Reservations must be made directly with Teamworks Dog Training either online or by calling the office at (919) 9855-0422. Teamworks Dog Training, LLC reserves the right to limit or refuse camping access or to eject campers that are disruptive. Hookup to the water source by recreational vehicles is not permitted.
- o Parking, tent set up, and vendor set up is limited to the areas designated on the Teamworks Dog Training, LLC Site Map. Teamworks Dog Training, LLC reserves the exclusive right to make decisions on the designated areas and to exclude un-rented or private areas of the property from access or use.
- Teamworks Dog Training, LLC reserves the right to advertise events being held at its facility.
- o Teamworks Dog Training, LLC reserves the right to cancel a rental proposal if the activity or group would be conducting an activity that would be in opposition to the Teamworks Dog Training Philosophy of humane training.
- $\ensuremath{\mathrm{o}}$ $\ensuremath{\mathrm{Teamworks}}$ Dog Training, LLC reserves the right to refuse any rental application.
- When vacating the premises, the Tenant will properly lock and secure all gates and will return any equipment that has been moved to its previous location.
- o For Saturday-Sunday rentals, the tenant may have access to the ring no earlier than noon on the Friday before. For Friday afternoon trials, the tenant may have access no earlier than 9am, unless otherwise specified in this contract.
- Groups renting the ring are expected to provide enough helpers to perform the listed responsibilities. Teamworks Dog Training, LLC can provide helpers for events at a rate of \$10 per hour. The number of helpers and hours the helpers will work need to be negotiated no later than one month before the event. If additional helpers are required for the club at the time of the event to fulfill any of the responsibilities on the Agility Trial Checklist for the host club, the club will be charged \$10 per hour per helper. All tasks must be completed as listed on the Agility Trial Checklist.
- o The club is responsible for all costs associated with sending in the paperwork to the sanctioning organizations.

AGILITY TRIAL CHECKLIST – HOST CLUB RESPONSIBILITIES

ONE DAY BEFORE
Move 1 full set of equipment to inside of each large ring. Make sure there are enough jump bars
for the required number of jumps.
Move non-standard equipment into small adjacent equipment storage rings (i.e. tables, tire,
double, triple, long chute are not needed for NADAC trials).
Clear ring of all tunnel saddlebags. Place them in small adjacent ring.
Clear ring of all blue sandbag weights. Place in the plastic bins at the corners of the ring.
Clear ring of any other debris (water bottles, etc.).
Put all sets of cones in order for each ring.
Set the courses for the judge.
Set up tents as needed. There should be a minimum of one tent in front of each ring for
shade/shelter purposes.

DAY OF TRIAL
Place two chairs, two timers, and two clipboards with pens in each ring.
DURING THE TRIAL
Empty garbage containers – place bags in trailer provided behind Porta-Johns.
Fill baby pools – keep them fresh during the day.
 AT THE END OF each DAY!!!
BRING TIMERS AND WHITE BOARDS INSIDE THE ANNEX BUILDING. FAILURE TO BRING THE TIMERS IN COULD RESULT IN DAMAGE TO THE TIMERS, FOR WHICH THE CLUB WILL BE LIABLE.

	AFTER THE TRIAL
N	Move ALL EQUIPMENT, practice jumps & weaves, ring gates, and tunnel saddlebags back inside
tl	he large rings.
0	Blue A-frame, blue dogwalk, blue teeter, yellow table, and all blue jumps and red, yellow and blue tunnels belong in the SAND ring.
0	Green A-frame, purple dogwalk, green teeter, orange table, and all green, orange, and purple jumps and tunnels belong in the GRASS ring.
P	rick up any garbage left behind by competitors.
E	Empty garbage containers – place bags in trailer provided behind Porta-Johns.
N	Take sure timers and clipboards are put back in clubhouse.
T	Take down signs and flagging tape. Put signs in clubhouse.
T	Take down directional signs. Put them in clubhouse.
T	Take down parking signs and flagging tape. Put them in clubhouse.
D	Disassemble all tents. Put them in the storage bins alongside the clubhouse.
V	acuum the clubhouse.

- RENTAL APPLICATION FORM

 Fill out the application below listing three contacts, and have the primary contact sign the enclosed waiver. The vaccination form is attached for your convenience only, should participants need a form.

 Send application, waiver, and security deposit to: Teamworks Dog Training, 195 Robbins Road, Youngsville, NC 275 Expect to receive a confirmation letter or phone call upon the receipt of your application. If you do not receive confirmation of your rental at least one month before your rental, please call 919 340-0120.

Information:	Primary Tena	ant's name:			
Street address:					
City, State, Zip:					
Home phone:					
Work phone:					
E-Mail address:					
Liability Insurance:	Company:		Policy #:		Coverage:
RESERVATION RI	FOLIEST	DATES		PURPOSE OF	USE
INDOOR LOCATION (RALE					
SAND AGILITY RING (YOU	-				
GRASS AGILITY RING (YO					
DOGGIE SWIM POND (YOU	-				
ELECTRONIC TIMER SET (A)				
HORN SET (A)					
ELECTRONIC TIMER SET (B)				
HORN SET (B)					
MIMPED OF HELDED	C NEEDED AT	t \$10 DED HEL	DED DED H	NID AT	T
NUMBER OF HELPERS NEEDED AT \$10 PER HELPER PER HOUR AT TENANT'S COST:					Teamworks Dog Training Signature of Approval:
EXTRA SERVICES TO	Teamworks Dog Training Signature of Approval:				
EXTRA SERVICES TO	BE PROVIDE	D BY TENANT	:		
EXTRA SERVICES OR SPECIAL ARRANGEMENTS REQUESTED BY TENANT:					Teamworks Dog Training Signature of Approval:
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Signature of Primar	y Tenant:				Date:

PLEASE RETURN THIS FORM WITH YOUR APPLICATION AND DEPOSIT AND IT WILL BE RETURNED BACK TO YOU UPON APPROVAL

RESERVATION	DATES	PURPOSE OF USE
CONFIRMATION		
INDOOR LOCATION (RALEIGH)		
SAND AGILITY RING (YOUNGSVILLE)		
GRASS AGILITY RING (YOUNGSVILLE)		
DOGGIE SWIM POND (YOUNGSVILLE)		
ELECTRONIC TIMER SET (A)		
HORN SET (A)		
ELECTRONIC TIMER SET (B)		
HORN SET (B)		

Approval	of	${\tt Teamworks}$	Dog	Training,	LLC:	Date:	
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Send form and deposit to:

Teamworks Dog Training 195 Robbins Rd Youngsville, NC 27596

*PLEASE ALSO RESERVE RENTAL ONLINE AND CLICK "PAY BY CHECK".

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GRASS RING							
OBSTACLE	#	COMPLIANCE	SPECS				
A-FRAMES	1	AKC/USDAA/CPE	(9'L x 3'W) A-frame is reversible – slatted on one side and not slatted on the other side.				
DOG WALKS	1	AKC/USDAA/CPE	(12' L x 12" W x 4'H), Dogwalk has 3 sets of planks: slatted USDAA, slatted AKC, unslatted NADAC				
TEETERS	1	AKC/USDAA/CPE	Unslatted, fiberglass teeter w/ stainless steel base – reversible for different contact lengths				
CHUTES	2	AKC/USDAA/CPE	24" Barrel chutes, interchangeable (6') sleeves, (8') sleeves, & (12' sleeves)				
PIPE TUNNELS	5	AKC/USDAA/CPE	4-inch pitch: 2 (20'), 2 (15'), 1 (10')				
TIRES	3	1 = USDAA 1 CPE	Adjustable, pvc frame, (displacable)				
		1 = AKC	Adjustable, pvc frame, (non-displacable)				
FIXED WEAVES	5	AKC/USDAA/CPE	(2 x 6-pole sets), 22" spacing (2 x 6-pole sets), 24" spacing				
TABLE	1	AKC/USDAA/CPE	Adjustable				
BROAD	1	AKC/CPE	Ascending				
JUMP		USDAA	Ç				
PANEL JUMP	1	AKC/CPE	Two metal standard frames				
DOUBLE	2	AKC/CPE	Two metal standard frame, one PVC frame				
JUMP	2	USDAA	Two metal standard frame, one PVC frame				
TRIPLE	2	AKC/CPE	Two metal frame, one PVC frame				
JUMP	2	USDAA	Two metal standard frame, one PVC frame				
SINGLE	19	AKC/USDAA/CPE	PVC, wingless, 4 are red jumps				
JUMPS			- · · · · · · · · · · · · · · · · · · ·				
FREE WING SETS	13	AKC/USDAA/CPE	PVC				
WING JUMPS	3	AKC/USDAA/CPE	Steel and composite				

SAND RING								
OBSTACLE	#	COMPLIANCE	SPECS					
A-FRAMES	1	AKC/USDAA/CPE	(9'L x 3'W) planks, slatted					
DOG	1	AKC/USDAA/CPE	(12' L x 12" W x 4'H), slatted					
WALKS								
TEETERS	1	1 = AKC/CPE	Unslatted, fiberglass teeter w/ steel base					
		1=USDAA						
CHUTES	1	AKC/USDAA/CPE	24" Barrel chute, interchangeable (6') sleeves, (8') sleeves, & (12' sleeves)					
PIPE TUNNELS	8	AKC/USDAA/CPE	4-inch pitch: 2 (20'), 5 (15'), 2 (10')					
TIRES	2	1 = USDAA	Adjustable, pvc frame, (displacable)					
		1 = CPE						
		1 = AKC	Adjustable, pvc frame, (non-displacable)					
FIXED	5	NADAC/AKC/USDAA	(5 x 6-pole sets), 21" spacing					
WEAVES								
TABLE	1	AKC/USDAA	Adjustable					
BROAD	1	1 = AKC/CPE	Ascending					
JUMP		1 = USDAA						
PANEL	1	AKC/CPE	Two metal standard frames					
JUMP								
DOUBLE	2	AKC/CPE	Two metal standard frame, one PVC frame					
JUMP	2	USDAA	Two metal standard frame, one PVC frame					
TRIPLE	1	AKC/CPE	Two metal frame, one PVC frame					
JUMP	2	USDAA	Two metal standard frame, one PVC frame					
SINGLE	19	AKC/CPE	PVC, wingless, 4 are red jumps					
JUMPS								
FREE WING	14	AKC/CPE	PVC					
SETS								
WING	3	AKC/CPE	Steel and composite					
JUMPS								

MISCELLANEOUS	SEQUIPMENT
CONES	3 sets numbered cones (3 colors)
MEASURING	2 wheels, 1 tape
TIMERS	One set of electronic timers (waterproof) per ring
WICKETS	1 official AKC/USDAA wicket (Barbara Mah's); 1 set CPE fixed height wickets, 2 measuring tables
MISC.	
	4 whistles; 2 score tents; 2 score tables; 2 easels; 2 start gate tents
GROUNDS	
	Main ring 100 x 100 packed sand base, fully fenced & stadium lighted; Grass ring 100 x 100, fully fenced & stadium lighted; outdoor restrooms; water hose access; electricity; ample parking & crating area; hiking trail
BUILDING	
	Clubhouse is 12 x 20 with window air conditioner unit, lights, several power outlets, small refridgerator, tables and chairs, indoor/outdoor carpeting, dog crates. Clubhouse has a 12 x 20 overhang.

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Teamworks Dog Training®, LLC

Event Waiver: Assumption Of Risk, And Agreement To Hold Harmless

I understand that dog training activities are not without risk to myself, members of my family or guests who may attend, or my dog. I hereby waive and release Teamworks Dog Training, its officers, employees, owners, members, and agents from any injury or damage resulting from the action of the dog, and I expressly assume the risk of any damage or injury to myself or my dog or any other person accompanying me while on the training grounds or the surrounding area thereto. In consideration of and as inducement to the acceptance of my application for rental I hereby agree to indemnify and hold harmless release Teamworks Dog Training, its officers, employees, members, and agents from any and all claims, or claims by any member of my family or any other person accompanying me to any rental session or while on the grounds or the surrounding area.

I agree to abide by the policies of Teamworks Dog Training listed below:

- 1. <u>Domestic Dogs:</u> Any canid that is part wild canid and that is not 100% domestic dog will not be allowed on the property.
- 2. <u>Dangerous Dogs:</u> Any dog which, in the opinion of Teamworks Dog Training, is uncontrollable, unpredictable, aggressive, or in any way a danger to people will be denied access to the rental.
- 3. <u>Youth:</u> Anyone aged 8 -17 participating in a rental must have a parent or responsible adult in attendance at all times. Children under 8 years of age must be accompanied by a non-participating adult at all times while on the premises.
- 4. <u>Dogs on Leash:</u> All dogs must remain on leash when on the premises of the training facilities and not working inside the building or the inside fenced agility ring.
- 5. <u>Humane Treatment:</u> Any person renting the facilities of Teamworks Dog Training must agree to use humane training methods that would reflect the <u>Teamworks Dog Training philosophy</u>. Specifically, no shock collars will be allowed, no ear-pinching, and no harsh or inhumane treatment of dogs will be tolerated.
- 6. <u>Clean Up:</u> All Tenants must clean up after their dogs when on the premises of the training facilities. This includes scooping all solids in either location left <u>any place on either property</u>. This also includes using the disinfectant spray bottles provided for all urine in the indoor location, and anywhere on the agility field, <u>including the enclosed sand, the agility equipment, and the fence.</u> Tenants who do not abide by this policy will be charged a \$50 fee.
- 7. <u>Leave it Like You Found It:</u> Tenants are expected to leave the rings as clean as and in the same condition as they found them. Tenants will be charged a \$50 fee for rental sites that are not cleaned after use.
- 8. Females in Heat: Female dogs in heat should not be allowed on the grounds of either rental location.
- 9. **Refund / Reschedule:** Cancellations for group rentals should occur no less than 48 hours before the event. Cancellations made less than 48 hours from the start of an event will be charged a \$25 fee. In the case of a cancellation of an event due to inclement weather, the fee will be waived, but there is no guarantee that the exact same time slot will be available the following week or month, and new arrangements should be made for the rental.
- 10. <u>Lock Up / Valuables:</u> The building and fenced area must remain locked at all times when not in use. The Tenant will be held responsible for any items found missing after the rental period.
- 11. *Equipment damage:* Any equipment damage should be reported immediately. Damaged equipment will be paid for by the Tenant.
- 12. <u>Security deposit</u> for rental will be not be refunded in the case of failure to abide by any of these policies. Upon violation of any of these policies by the Tenant, access to the rental properties will be revoked.

Signature	of	Primary	Tenant:	Date:	
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