

RUSTX RANCH RENTAL AGREEMENT

Today's Date:

RENTERS

	Primary Contact	Secondary Contact
Renter's Name:		
Phone:		
Email:		
Address:		

COTTAGE RENTALS

COTTAGE(s) Rented	Dates	# of Guests	Rental Fees
TOTAL:			

BARN RENTAL

Dates	Arrival/Departure Times	Events	# of Guests	Rental Fees

TOTAL:	
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This Rental Agreement (the “Agreement”) is made by and between LoneManRE, LLC d/b/a RusTx Ranch, (“RusTx Ranch”) and Renters, referred to herein singularly as a “Party” and collectively as the “Parties”.

It is expressly understood that the Primary Contact, as listed above, will be considered the decision maker for Renters under this Agreement.

RusTx Ranch hereby permits Renters to occupy and use the Premises according to the terms and conditions below. Upon the terms and conditions herein and in consideration of the covenants and agreements contained herein, the Parties agree as follows:

I. PREMISES:

The “Premises” refers to the COTTAGE(s) and/or barn rented pursuant to this Agreement, as indicated on the first page of this Agreement. The “Property” refers to that certain real property located at 3607 Lone Man Mountain Road, Wimberley, Texas 78676 in Hays County on which the Premises is located. RusTx Ranch hereby grants unto Renters the right to use the Premises and common areas of the Property according to the terms and conditions contained herein.

II. RENTAL TERM:

Renters shall have access to the Premises during the dates and times indicated in this Agreement. Renters may request access beyond these dates/times. Any such access shall be in the sole discretion of RusTx Ranch and may be subject to additional fees.

A. Check-In/Check-Out Times (COTTAGES):

Check-in is no earlier than 3:00PM, and check-out is no later than 11:00AM. Renters who do not depart within 30 minutes of checkout time may incur an additional late fee of \$15 for every 15-minutes unless prior authorization has been provided by RusTx Ranch.

B. Arrival/Departure Times (Barn):

Renters and their Guests, including their property, shall be out of the barn and off the Property by the Departure Time indicated herein. The credit card on file shall be charged a \$250.00 late fee for Renters and their Guests, or their property, not being out of the barn and off the Property by the Departure Time.

III. RENTAL FEES:

Renters agree to pay the Rental Fees indicated in this Agreement to RusTx Ranch, at 3607 Lone Man Mountain Road, Wimberley, Texas 78676 for use of the Premises. 50% of the Total Rental Fee is due at the time of booking. Remaining payment must be received 30-days prior to event. If Renters fail to make payment, RusTx Ranch may cancel the booking without any notice to Renters. Payment may be made by credit card, cash, check or ACH payment. Credit Card payments will be charged a 3% processing fee. Renters will be charged a \$50 processing fee for each returned check or failed ACH payment.

IV. INCIDENTALS:

An initial bundle of firewood for the fire pits will be provided to each reserved COTTAGE. Additional wood may be purchased separately. Other amenities are available. Please contact RusTx Ranch for a list of amenities and the cost associated with each.

V. AUTHORIZED CREDIT CARD CHARGES AND DAMAGE DEPOSIT:

The credit card used for booking will be held on file for additional fees incurred by Renters pursuant to this Agreement, incidentals such as snacks, rentals, etc. that may be incurred by Renters during the stay, and a damage deposit. If a credit card was not used for booking, Renters will provide RusTx Ranch with a credit card two days prior to check-in/arrival.

Renters hereby authorize RusTx Ranch to charge any incidental expenses or additional fees to the credit card on file, including a 3% service charge.

Renters further authorize RusTx Ranch to pre-authorize on Renters' credit card two days prior to the check-in/arrival a damage deposit hold of \$500 per COTTAGE and/or \$1500 for the barn. This deposit will be applied to any damages accessed by RusTx Ranch pursuant to this Agreement. Renters hereby authorize RusTx Ranch to charge any such damages, including a 3% service charge, against this damage deposit.

VI. GUESTS:

"Guests" shall refer to Renters' guests and vendors as well as any other person included in Renters' party, whether invited by Renters or not. Renters' Guests are only allowed in the Premises and common areas of the Property during the Rental term. Renters acknowledge that they are responsible for sharing this Agreement, and its requirements, with all their Guests. Renters shall ask all uninvited or unwanted persons to leave.

Renters are limited to the number of Guests indicated in this Agreement, not including vendors. COTTAGE Renters may have two (2) additional day guests on the Property, who must leave the Property by 10 pm. No fraternities, school, civic, or other non-family groups or parties or large events are allowed on Property without prior written authorization of RusTx Ranch. In no event shall any Premises be occupied by more persons than the capacity of the Premises as stated. RusTx Ranch may charge a fee of \$20 for each additional Guest per night.

VII. CHILDREN:

Children must be appropriately supervised during your stay to avoid unnecessary damage to the Property as well as accidents or injuries. At no time shall any child under the age of 18 be left alone at the Property.

THE FIRE PITS LOCATED OUTSIDE THE COTTAGES ARE STRICTLY OFF LIMITS TO CHILDREN UNLESS SUCH CHILDREN ARE UNDER DIRECT ADULT SUPERVISION AT ALL TIMES.

VIII. USE OF THE PROPERTY:

Renters and their Guests shall use the Premises and common areas of the Property only for their intended purposes and the events indicated in this Agreement. Further, Renters and their Guests shall abide by the following:

- a) No illegal drugs are allowed on the Property.
- b) No articles or things of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire (e.g. fireworks, Chinese lanterns, open flames of any nature) are permitted on the Property.
- c) Use of fireworks or firearms is strictly prohibited.
- d) Controlled fires are only allowed in the fire pits and BBQ grills. Renters are required to continuously monitor all fires and extinguish fires fully before leaving them unattended.
- e) No candles are permitted.
- f) Glitter, hay, rice, birdseed, silly string, confetti of all types, feathers, and gel-like substances are **not permitted** anywhere on the Property. Sand may only be used inside closed containers. Bubbles may only be used outside.
- g) No substances (e.g., cornmeal or sawdust), or any item that might do harm, may be placed on the indoor or outdoor floors.
- h) All landscaping plants and flowers are part of the Property and should not be removed or damaged.
- i) Renters will not cause or permit any nails or other objects to be driven into any portion of the Premises, nor cause or permit any changes, alterations, painting or staining of any part of the Premises, the fixtures, the furnishings, or the equipment,

nor do or allow anything that changes the finish or appearance of the Premises, the fixtures, the furnishings or the equipment.

- j) The Premises are located in a rural area, and Renters acknowledges that there are wild animals and other natural hazards present. Please do not approach animals and just enjoy watching them. Report aggressive animals to RusTx Ranch immediately.
- k) No animals are allowed on the Property unless previously approved by RusTx Ranch. Renters must notify the RusTx Ranch prior to bringing any service animal on site. Renters will be required to provide RusTx Ranch with all shot records and a letter stating the services your dog performs. Service animals must remain with Renters at ALL times and must be on leash anytime they are outside. No other animals are not allowed on the Property.
- l) No smoking is allowed inside any structure or on any porch/patio on the Property.
- m) No pinatas, mechanical bulls, bounce houses, bicycles, skateboards, or rollerblades are permitted on Premises.
- n) No fog machines, dart throwing games, axe throwing, carnival-type rides, or balloon popping.
- o) Outside noise and music levels must be lowered between the hours of 10:00 p.m. and 7:00 a.m. to provide peace and quiet to other guests and neighbors. RusTx Ranch shall have absolute discretion over noise levels.
- p) Do not flush feminine products or non-biodegradable products down the toilets. The Property is on a septic system and the system cannot process these items effectively.
- q) RusTx Ranch's water is harvested from the rainfall. It is safe to consume. However, WE ARE IN A DROUGHT so please USE WATER SPARINGLY AND KEEP YOUR SHOWERS SHORT.
- r) Renters and their Guests must be fully clothed when in the barn, common areas, or outside.
- s) Disparaging remarks or any type of physical violence will not be tolerated.
- t) Renters shall keep the Property as clean and safe as the conditions of the Property permit and shall not cause unsafe or unsanitary conditions on the Property or in the common areas that Renters and their Guests use.
- u) **Failure to adhere to any of the terms in this section may result in a charge of between \$250-\$500 against Renters' damage deposit and/or expulsion of**

Renters and their Guests from the Property. The amount of the charge will be in the sole discretion of RusTx Ranch. Nothing contained in this paragraph shall prevent RusTx Ranch from pursuing further remedies if the damage caused by the breach is greater than \$500. Additionally, should RusTx Ranch expel Renters and/or their Guests for failure to adhere to the terms in this section, Renters shall forfeit all Rental Fees paid.

IX. EVENT CONDITIONS

The following conditions apply to the events indicated on the first page of this Agreement that are associated with rental of the barn. Renters and their Guests shall abide by the following:

- a) Decorations are Renters' responsibility and are to be removed by Renters by end of Rental Term.
- b) RusTx Ranch will provide some tables and chairs. However, Renters may need to provide additional tables and chairs.
- c) Renters will provide their own extension cords, ladders, or any type of tools or equipment needed for decorating. In addition, nothing shall be affixed to the walls.
- d) Renters are responsible for providing linens, cups, glassware, pots, pans, utensils, plates, chafing dishes, napkins, ice chests, or any other catering item for use by Renters.
- e) Renters shall provide RusTx Ranch with a list of all vendors who will be providing services for the event sixty (60) days prior to the start of the Rental Term, including onsite contact names and cell phone numbers for each vendor.
- f) All vendors must hold any applicable licenses and be insured in accordance with this Agreement. Renters must provide verification of any licenses and the insurance required by this Agreement no less than thirty (30) days prior to the beginning of the Rental Term.
- g) Renters must inform all vendors of the terms of this contract.
- h) Renters or their vendors are required to bus tables, timely clean up spills, and stay until the end of the event to take all the trash with them when they leave.

X. TRASH AND CLEAN-UP:

Renters are responsible for leaving the Premises and the Property, in the sole discretion of RusTx Ranch, in a state of repair and cleanliness equal to that which existed at the beginning of the Rental Term. Renters are responsible for trash removal at the end of the Rental Term. The Premises, including porches and outside areas, should be free of cans,

bottles, food containers, wrappers, and any other trash. COTTAGE Renters are responsible for following check-out procedures provided in the COTTAGE manual and via email prior to leaving the Property.

If the Premises or Property are left excessively dirty or if there is trash left behind, RusTx Ranch will charge Renters' credit card an additional cleaning fee of \$50 per hour spent by the cleaning crew beyond 2 hours.

XI. MISSING ITEMS:

The cleaning service performs an inventory of the Property at the end of each Rental Term and informs management of any missing items. Renters will be notified of any missing items to provide Renters and their Guests the opportunity to return the missing items. Any missing items not returned will be replaced and charged against Renters' damage deposit hold. RusTx Ranch may pursue additional remedies if the amount of the replacement exceeds Renters' damage deposit hold.

XII. PERSONAL ITEMS:

Renters are responsible for any and all personal property brought onto Premises, whether by Renters or their Guests, including any damage, loss, or disappearance thereof or resulting therefrom. Further, RusTx Ranch and its insurers shall not be liable for any damages or loss resulting therefrom.

Any personal items left behind by Renters or their Guests will be kept for a period of five (5) days after the end of the Rental Term. It will be Renters' responsibility to return to the Premises to collect such property within this period or make arrangements for RusTx Ranch to ship such items to Renters. Renters will be responsible for all shipping charges plus a \$25 handling fee. If Renters do not make arrangements with RusTx Ranch to collect such property, it will be considered trash and removed from the Property. Renters forfeit all interest in such items and hereby authorize RusTx Ranch to dispose of such items as it decides.

XIII. PARKING:

Renters and their Guests may only park in designated parking areas and shall not block any access or emergency lanes.

XIV. DAMAGES TO PROPERTY:

If any terms and conditions are not adhered to by Renters or their Guests, it is expressly understood that RusTx Ranch shall, in its sole discretion, determine whether any damage has been done, the monetary amount of the damage, and the reasonable cost of repairing or replacing the Premises and Property, the fixtures, the furnishings, or the equipment, and whether, under this Agreement, the Renters will be held responsible. The decision of RusTx Ranch shall be final.

RusTx Ranch may charge against Renters' damage deposit any expenses it incurs in the repair or replacement necessitated by Renters or their Guests, whether invited or not. Should the repair or replacement surpass Renters' damage deposit, RusTx Ranch may seek additional damages against Renters. Nothing contained in this provision limits the remedies available to RusTx Ranch.

XV. CANCELLATION:

A. Cancelation By Renters:

We highly recommend that you purchase travel insurance.

Cancellation terms are determined by the website in which you have booked your stay. Direct bookings via RusTx Ranch for individual COTTAGEs are refundable up to 30-days prior to your arrival date.

DIRECT BOOKINGS FOR THE ENTIRE PROPERTY OR THE BARN ARE NONREFUNDABLE.

If you do not purchase travel insurance and need to cancel your booking, let us know as soon as possible so we can try to re-book your dates. If we can book all or part of your dates, we will refund you the difference in your stay and the new booking amount minus a 10% cancellation fee.

Emergency reschedule requests will be considered on a case-by-case basis.

B. Cancelation by RusTx Ranch:

RusTx Ranch hereby reserves the right to cancel any booking at any time due to circumstances out of its control, including but not limited to fire, destruction, flood, severe weather, civil unrest, lack of utilities, lack of transportation, pandemic, accident, quarantine, governmental action or inaction, legal issues, illness, death, and Acts of God. RusTx Ranch further reserves the right to cancel any booking at any time due to change of ownership of RusTx Ranch or the Property. RusTx Ranch shall have the right, but not the obligation, to reschedule the booking at a mutually agreeable later date. If RusTx Ranch chooses to reschedule the booking, then no refund shall be due Renters.

If RusTx Ranch chooses not to reschedule, it will refund to Renters any Rental Fee paid to date. Under no circumstances will RusTx Ranch be liable for any damages in connection with cancellation beyond any refund of the Rental Fee paid by Renters to date, including but not limited to exemplary or incidental damages. RusTx Ranch is not required to provide alternative accommodations.

XVI. REFUNDS:

Unless otherwise provided herein, no refunds will be provided. Without limiting the foregoing, this includes:

- a) No refunds should RusTx Ranch expel Renters and/or their Guests for failure to adhere to the terms and conditions of this Agreement.
- b) No refunds due to inoperable appliances, grills, fire pits, pools, or hot tubs. RusTx Ranch will make every reasonable effort to assure that such appliances will be and remain in good working order.
- c) No refunds due to severe weather, civil unrest, lack of utilities, lack of transportation, pandemic, accident, quarantine, governmental action or inaction, legal issues, illness, death, and Acts of God unless the booking is canceled by RusTx pursuant to this Agreement and not rescheduled.

Any refunds due to Renters from a credit card payment will be refunded by credit card transaction; all other refunds will be made within 30 days by check.

XVIII. ACCESS TO PREMISES

Renters acknowledge and grant specific permission to RusTx Ranch to enter the Premises and common areas of the Property at any time for inspection purposes should RusTx Ranch reasonably believe that Renters or their Guests are causing or have caused any damage to the Premises or Property or are violating the terms and conditions of this Agreement. Renters further acknowledge and grant specific permission to RusTx Ranch to access the Premises and common areas of the Property for purposes of maintenance and repair. If listed "For Sale", Renters agree to grant access by scheduled appointment upon notification.

XIX. CHANGES TO PREMISES

Renters understands that RusTx Ranch and the Owners will, from time to time, make changes to the Premises and Property, including grounds, facilities, and furnishings and hereby accepts all such changes.

XX. ALCOHOLIC BEVERAGE SERVICE AND CONSUMPTION POLICIES:

Renters are responsible for following all laws and regulations regarding the handling and consumption of alcohol, including but not limited to all TABC regulations. In addition, Renters agree to the following:

- a) If alcohol is to be served at any event, Renters will provide a TABC licensed and insured bar tending service. In no event shall a bartending service lacking Liquor Liability insurance be allowed to serve alcohol on the Premises. Alcohol service

will cease 60 minutes prior to the end of the event, unless asked by RusTx Ranch to end the alcohol service earlier.

- b) Alcoholic beverages shall not be sold on the Premises under any circumstances. This precludes offering alcoholic beverages based on the making of a donation.
- c) **Intoxicated persons and individuals under the age of 21 (even if in the company of a parent or guardian) shall not be served alcohol or allowed to consume alcohol on the Property under any circumstances.**
- d) Renters agree that RusTx Ranch has the right, in its sole discretion, to expel anyone who in its judgement is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of RusTx Ranch, or the safety of its staff, Renters, Renters' Guests, other guests, or the Property and its contents.
- e) RusTx Ranch may, in its sole discretion, cancel all bar services, stop all alcohol consumption, and cancel the remainder of any event at any time, without refund, if it is suspected that the policies pursuant to this section are not being adhered to.
- f) **If any of the policies per this section are breached by Renters or Renters' Guests, Renters shall forfeit their deposit and Renters may be reported to local, state, or federal authorities, due to such violation(s).**

XXI. INSURANCE:

- a) **COTTAGE RENTALS:** We highly recommend that you purchase travel insurance. Travel insurance may be purchased for an additional charge up to 30 days prior to arrival and purchased through a private company.
- b) **BARN RENTALS:** The following insurances are **REQUIRED** for all events held in the barn:

ALL VENDORS HIRED TO WORK AT THE PREMISES ARE REQUIRED TO: 1) HAVE A MINIMUM OF ONE MILLION DOLLARS IN LIABILITY INSURANCE; 2) NAME LONEMANRE LLC DBA RUSTX RANCH, MICHAEL GREENBERG, NICOLE MANIANTIS, AND ALL TRUSTS, AFFILIATES OF, AND FAMILY MEMBERS OF THE FOREGOING INDIVIDUALS AND ENTITIES AS ADDITIONAL INSURED ON THEIR POLICY; AND 3) PROVIDE RUSTX RANCH A COPY OF THE INSURANCE POLICY. DOCUMENTS ARE TO BE PROVIDED TO RUSTX RANCH NO LATER THAN THIRTY (30) DAYS PRIOR TO EVENT DATE.

RENTERS MUST OBTAIN SPECIAL EVENT LIABILITY INSURANCE, AT RENTER'S SOLE EXPENSE, AND PROVIDE PROOF OF SUCH

INSURANCE TO RUSTX RANCH NO LATER THAN THIRTY (30) DAYS PRIOR TO THE EVENT. THE INSURANCE MUST PROVIDE AND MAINTAIN A POLICY OF GENERAL LIABILITY INSURANCE (OCCURRENCE VERSION), INSURING RENTERS WITH MINIMUM COVERAGES OF FOUR MILLION DOLLARS IN AGGREGATE AND TWO MILLION DOLLARS PER OCCURRENCE, WITH COVERAGE FOR FIRE DAMAGE AND PERSONAL MEDICAL EXPENSES. "WAIVER OF SUBROGATION" AND "PRIMARY" AND NONCONTRIBUTORY ENDORSEMENTS ARE REQUIRED. THE INSURANCE MUST NAME THE FOLLOWING AS ADDITIONAL NAMED INSUREDS: "LONEMANRE LLC DBA RUSTX RANCH, MICHAEL GREENBERG, NICOLE MANIANTIS, AND ALL TRUSTS, AFFILIATES OF, AND FAMILY MEMBERS OF THE FOREGOING INDIVIDUALS AND ENTITIES." SUCH INSURANCE CAN BE PURCHASED FROM ROLLO INSURANCE (512) 894-9742 OR AN INSURANCE PROVIDER OF YOUR CHOICE. **IF ALCOHOL IS TO BE OFFERED OR SERVED AT THE EVENT, YOUR POLICY MUST INCLUDE LIQUOR LIABILITY COVERAGE. THIS COVERAGE SHOULD PROTECT AGAINST ALCOHOL-RELATED ACCIDENTS, AS YOU ARE ULTIMATELY LIABLE FOR THE SAFETY OF YOUR GUESTS.**

XXII. PHOTOGRAPHY & CINEMATOGRAPHY/VIDEOGRAPHY

- a. RusTx Ranch reserves the right to use any photos and videos taken on the Property by RusTx Ranch on its website, social media channels, and in marketing materials.
- b. If at any time, Renters wish for photos or video to be removed, requests made in writing to RusTx Ranch will be honored.
- c. Renters shall hold harmless and agree not to sue RusTx Ranch and Owners and agree that they shall not be compensated by RusTx Ranch in any way, for any use of Renters' and Renters' Guests names or likenesses by RusTx Ranch per the terms of this Agreement.

XXIII. RELEASE AND INDEMNIFICATION:

Use of the Property may include access to things that could be hazardous if reasonable care is not taken to avoid injury. These items include but are not limited to stairs, balconies, walkways, hot tubs, etc. Renters' and their Guests' use of these facilities is at their own risk, and Renters hereby assume all risks and dangers associated with use of the Property.

For purposes of this section, RusTx Ranch, the Owners, and any of their agents, employees, representatives or contractors shall be collectively referred to as the "Indemnified Parties."

RENTERS WAIVE, RELEASE, AND FOREVER DISCHARGE THE INDEMNIFIED PARTIES FROM ALL LIABILITY, ACTIONS,

CLAIMS, DEMANDS, INJURY OR DAMAGES THAT THE RENTERS OR THEIR HEIRS, LEGAL REPRESENTATIVES, AND ASSIGNS, NOW HAVE OR MAY HAVE IN THE FUTURE, RELATING TO RENTERS' USE AND/OR RENTERS' GUESTS' USE OF THE PREMISES AND PROPERTY, HOWSOEVER CAUSED, INCLUDING THE NEGLIGENCE OF THE INDEMNIFIED PARTIES, RENTERS, RENTERS' GUESTS, OR ANY OTHER PARTY.

RENTERS AGREE THAT THEY, AND THEIR HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS WILL NOT MAKE A CLAIM AGAINST, SUE, OR PROSECUTE THE INDEMNIFIED PARTIES FOR INJURY, LIABILITY, OR DAMAGE, RELATING TO RENTERS' USE AND/OR RENTERS' GUESTS' USE OF THE PREMISES AND PROPERTY, HOWSOEVER CAUSED, INCLUDING THE NEGLIGENCE OF THE INDEMNIFIED PARTIES, RENTERS, RENTERS' GUESTS, OR ANY OTHER PARTY.

RENTERS AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM ANY INJURY, LOSS, LIABILITY, ATTORNEYS' AND EXPERTS' FEES, DAMAGE, OR COSTS THAT THE INDEMNIFIED PARTIES MAY SUSTAIN OR INCUR ARISING OUT OF OR RELATED TO RENTERS' USE AND/OR RENTERS' GUESTS' USE OF THE PREMISES AND PROPERTY, HOWSOEVER CAUSED, INCLUDING THE NEGLIGENCE OF THE INDEMNIFIED PARTIES, RENTERS, RENTERS' GUESTS, OR ANY OTHER PARTY.

THE TYPES OF CLAIMS COVERED BY THIS SECTION INCLUDE, BUT ARE NOT LIMITED TO, NEGLIGENCE, GROSS NEGLIGENCE, INFLECTION OF EMOTIONAL DISTRESS, PAIN AND SUFFERING, PREMISES LIABILITY, THEFT, VANDALISM, PROPERTY DAMAGE, TRESPASS, WRONGFUL DEATH/SURVIVAL CLAIMS, AND CLAIMS RELATING TO USE OF ALCOHOL AND OTHER INTOXICANTS. TYPES OF INJURIES INCLUDE, BUT ARE NOT LIMITED TO, MONETARY LOSS, LOSS OF PROPERTY, ILLNESS, BURNS, BITES, POISONING, RASHES, BROKEN BONES, CUTS, LOSS OF LIMB(S), ENVIRONMENTALLY CAUSED BODILY INJURIES, HEAD INJURY, NECK OR BACK INJURY, EMOTIONAL DISTRESS, PARALYSIS, AND DEATH.

XXIV. COMPLIANCE WITH LAWS, REGULATIONS, AND GOVERNMENTAL ORDERS:

- a. Renters will be responsible for maintaining compliance with all laws, regulations, and governmental orders which have legal authority over RusTx Ranch, including obtaining and paying for all necessary permits and licenses, and not doing or allowing to be done, anything on the Premises during the term of this Agreement in violation of any such laws, ordinances, rules, or requirements. Renters have a duty to educate themselves of the pertinent laws, regulations, and other governmental orders that apply to their use of Premises.
- b. RusTx Ranch is merely renting Premises to Renters for their use. RusTx Ranch takes no responsibility for maintaining and assuring that Premises are being used in compliance with any governmental orders or other laws or regulations. Renters will make all possible good faith efforts to comply with all governmental orders, laws, or regulations that relate or pertain to Renters' use of the Premises.
- c. Renters waive, release, and forever discharge RusTx Ranch and Owners from any and all claims or actions related to any violations of law, regulations, or other governmental orders that occur during and pertaining to Renters' or Renters' Guests' use of the Premises or Property, or any damages suffered by Renters stemming from a violation of any laws, regulations, or governmental orders.
- d. If any fines or violations of law, regulations, or other governmental orders are brought against RusTx Ranch or Owners for a violation of said law, regulation, or governmental orders relating in any way to Renters' or Renters' Guests' use of the Premises or Property, Renters shall be fully responsible for the fine or any other cost and attorneys' and experts' fees incurred in defending or contesting against such claim.

XXV. APPLICABILITY OF TERMS AND CONDITIONS:

Renters agree to abide by the terms and conditions outlined in this document in connection with their use of the Premises and common areas of the Property. Any exceptions to the terms and conditions contained herein are in RusTx Ranch's sole discretion and must be made in writing. RusTx Ranch reserves the right to cancel or terminate any bookings or events in the case that terms and conditions are not met by Renters or Renters' Guests.

XXVI. DISPUTE RESOLUTION:

If a dispute should arise, Renters and RusTx Ranch agree to negotiate in good faith to seek a resolution. If a resolution is not reached, Renters and RusTx Ranch agree to attend mediation to be held in Hays County, Texas using a mediator that is agreeable to both

Parties. In the event mediation is not successful in resolving the dispute, then either Party - or both - may proceed to litigation to be filed in Hays County, Texas.

XXVII. ATTORNEY'S FEES:

In the event the RusTx Ranch or Owners requires the services of an attorney to pursue or defend their rights relating to this Agreement, including assisting with negotiations, attending mediation, or the filing, prosecution, or defense of a lawsuit, and RusTx Ranch is determined by a court of competent jurisdiction to be the prevailing party, Renters shall pay all costs and expenses, including, but not limited to, reasonable attorneys' and experts' fees, incurred by the RusTx Ranch or Owners.

XXVIII. NO ASSIGNMENT BY RENTERS:

This Agreement shall not be assigned or transferred by Renters to another party. RusTx Ranch may assign or transfer this Agreement at any time, without notice to Renters, in RusTx Ranch's sole discretion.

XXIX. HEADINGS:

The paragraph headings contained herein are for convenience in reference and shall not be construed as substantive provisions of this Agreement.

XXX. ENTIRETIES:

Should any clause, paragraph, sentence or section of this Agreement be determined to be void, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall not be rendered void and unenforceable as a result but rather shall remain in full force and effect.

XXXI. AMENDMENTS:

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements whether written or oral. No amendment or change to this Agreement shall be effective unless made in writing and signed by both Parties.

XXXII. NOTICES:

Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing, or by email, to RusTx Ranch at its offices at:

RusTx Ranch

Attn: _____
3607 Lone Man Mountain Road
Wimberley, TX 78676

Email: _____

and to Renters at the address appearing above and shall be deemed received as of the date of actual receipt.

XXXIII. OWNERS

As used in this Agreement, the term “Owners” shall refer to Michael Greenberg and Nicole Maniatis, any trust of which one or both are a Grantor, and their heirs and assigns. The Owners are third-party beneficiaries to this Agreement. There are no other third-party beneficiaries to this Agreement other than Owners.

Signed and accepted this ___ day of _____ 20__.

RUSTX RANCH

Signature: _____
RusTx Ranch

RENTERS

Signature(s): _____