



Clear Creek

— Guest Ranch —

RANCH PROPERTY RENTAL AGREEMENT

The Ranch At Zion, LLC, a Nevada limited liability company, (“Owner”) and _____ (“Renter”) hereby enter into this Ranch Property Rental Agreement (“Agreement”) dated _____, 20__ (“Effective Date”) for the use of property and facilities known as “Clear Creek Ranch” or “The Ranch At Zion” (collectively the “Ranch”).

TERMS AND CONDITIONS

1. This Agreement shall only become binding upon the following occurrences: (i) Renter has fully executed this Agreement; (ii) Owner has received the fully executed Agreement; (iii) Owner has received the Advance Payment defined in Paragraph 2; and (iv) The Advance Payment funds have cleared the Owner’s bank.
2. **ADVANCE PAYMENT(S) AND ADDITIONAL CHARGES:** Renter shall make a Advance Payment(s) to the Owner of: (i) twenty percent (20%) of the total rental amount upon making the reservation and (iii) the balance of the total rental amount within 60 days of the Effective Date (collectively the “Advance Payment(s)”). Any additional charges and/or damages arising from this Agreement and/or Renters use of the Ranch may be charged, by Owner, to the credit card on file with the Owner, it being agreed that the execution of this Agreement is Renter’s authorization of the same.
3. **REMAINING RENTAL BALANCE:** For reservations made less than 120 days prior the check-in date, all rental funds shall be immediately due shall be non-refundable.
4. **OCCUPANCY:** Occupancy at the Ranch will be limited to the following: Lodge- 32 people, Ranch House-32 people, Stables-31 people, Guest House-3 people, Bunk Houses-12 people each bunk house, RV Sites 3 total and Camping Sites-12 (with a maximum capacity of 5 people per camp site). Use of the Barn is limited to a maximum of 100 people at any given time. Any violation of the stated occupancy limits will result in a charge of \$100.00 per day per person exceeding the above stated limits. All buildings are non-smoking and Renter shall pay for any and all damages/additional cleaning to furniture and or the facilities caused by smoking.
5. **DISBURSEMENT OF MONIES:** Any portion of the Advance Payment which has become nonrefundable may be distributed to Owner as earned.
6. **CANCELLATIONS:** NO REFUNDS WILL BE GIVEN TO RENTER, UNLESS REQUESTED 120 DAYS PRIOR TO THE CHECK-IN DATE.
7. **CHANGING RENTAL PERIODS:** Renter may change rental periods, if alternative dates are available, but the applicable rental rate shall always be the higher of the two rental periods.
8. **PETS:** Pets must always be on leash and may not be in the buildings unless they are in a kennel. A non-refundable pet deposit of \$150.00 shall be due at the time of making the reservation. Renter shall pay for any and all damages caused to furniture and or the facilities by pets.
9. **CHECK IN TIME:** Renter may check in after 3:00 pm on the first day of the rental period.
10. **CHECK OUT TIME:** Renter must check out before 10:00 am on the last day of the rental period. No exceptions.
11. **FURNISHINGS:** All furniture, furnishings, appliances, rugs, decorations, and living items in the Ranch belong to the Owner and must be left with the Property. Any removal of such items will be considered theft and referred to the proper authorities for prosecution.
12. **PROPERTY CONDITION:** Unless Renter notifies Owner in writing of any damage to the Ranch on the Check in Date, then all damage is thereafter deemed to have been caused by the Renter during occupancy.
13. **WEATHER:** Renter assumes all responsibility for weather conditions and is not entitled to a refund of any rents due to poor weather conditions or decision made by government or carriers that relate to weather conditions.
14. **LOST, ABANDONED OR STOLEN PERSONAL PROPERTY:** It is the Renter’s responsibility to disclose and to initiate recovery of any personal property that may be lost, left or stolen from the Ranch. Should Owner recover such items, Renter shall pay in advance all

shipping and handling fees for the recovery. Owner has no liability for items that may be lost, left or stolen from the Ranch.

15. INDEMNIFICATION: Renter hereby indicates knowledge of and an assumption of the resulting risks of being at the Ranch. As an inducement to Owner to allow Renter to use/stay at the such Ranch, Renter hereby agrees to indemnify and hold harmless, Owner, (and its representatives, members, managers, partners, stockholders, controlling persons, and affiliates) against any and all liability, losses, injuries, costs, expenses, medical fees, or other damages (including, without limitation, reasonable attorneys' fees and expenses and costs and expenses reasonably incurred in investigating, preparing, or defending against any litigation or claim, action, proceeding, or demand, of any kind or character) arising out of or in any manner relating or attributable to an injury, accident, or other loss or damage occurring to Renter from Renter's use/stay at the Ranch. This indemnity and hold harmless clause shall bind and inure to the benefit of Renter's children, spouse, agents, invitees, heirs, personal representatives, successors, and assigns of the Owner and Renter.

16. CHOICE OF LAW AND FORUM SELECTION: It is hereby agreed that this Agreement, any disputes, and any legal or equitable actions arising out of or related to this Agreement or the Ranch shall be adjudicated in the Eighth Judicial District Court, Clark County, Nevada, United States of America and shall be governed by the laws of the State of Nevada, United States of America.

17. PROPERTY AVAILABILITY: Should Owner be unable to deliver the Ranch to Renter prior to occupancy because of fire, act of nature, government action, double booking, construction, civil unrest, terrorist act, war, labor strike or any other reason whatsoever, Renter agrees that Owner's sole liability is a full refund of any rent and/or security actually paid by the Renter to the Owner for the rental period. Renter expressly acknowledges that Owner shall not be held liable for any consequential or other damages whatsoever, including but not limited to travel, dining or alternate lodging expenses.

18. OWNER ACCESS: Owner may enter the Ranch during the rental period and upon giving reasonable notice to Renter to perform maintenance, prevent or stop property damage or loss, or to perform any other task or duty reasonably necessary.

19. RENTAL PERIOD:

a. CHECK IN DATE: _____ b. CHECK OUT DATE: _____

20. FACILITY RENTED:

- _____ Guest House
- _____ Ranch House
- _____ Stables
- _____ Lodge
- _____ Bowery
- _____ Upper Pond

21. RENT:

- a. RENTAL RATE: \$ _____, plus tax, per night.
- b. ADVANCE PAYMENT: \$ _____

22. GENERAL RESTRICTIONS: No ATV use is allowed at the Ranch (other than on the main roads for ingress and egress only). No use of the LoboX Obstacle Course is allowed without being accompanied by a Ranch designated guide. Fires are only allowed in designated fire-pits and fireplaces and only during times not prohibited by local fire restrictions/bans.

The undersigned hereby agree and consent to the terms and conditions of this Agreement set forth above:

RENTER:

Signature

Print Name

Date

Address

Facsimile Number

State Zip Code

Telephone Number

Email Address