

CABIN AND RV SITE GUEST AGREEMENT

Thank you for choosing Cowboys and Angels RV Park, Cabins and Event Venue (“C&A” Retreat, LLC,”C&A”). We want you to relax and enjoy your stay with us. To ensure the comfort of all our guests, we ask that you please observe the following policies and courtesies during your stay. Please read carefully.

*****GENERAL RULES AND POLICIES*****

CHECK-IN AND CHECK-OUT:

For cabins: Check-in time: 3pm to 6pm , Check-out time: 11 am.

For RV Sites: Check-in time: Between 12pm – dusk, Check-out time: 11am. If you cannot make it before dusk, please see our late arrive info below.

LATE ARRIVALS: Late arrivals are permitted only for our cabins and pull-through RV sites. Our back-in RV sites are located in a wooded area and have no lighting due to our dark-sky preservation practices. Therefore, they are difficult to access and it is against our policy to allow access to these sites after dark. If you reserved a back-in site and cannot arrive before sunset, please call us and we may move you to a pull-through site when available.

We are not responsible for any damage to you or your vehicle if you fail to follow these instructions.

QUIET HOURS: From 10pm – 7am ****

SPEED LIMIT: 10 mph, strictly enforced *****

GATE: Please allow the gate to FULLY close after you upon entering and leaving the property. Gate takes ~20 seconds to close. The access code should only be shared in the event of an emergency or when fire or law enforcement assistance is required.*****

GUESTS: All of your guests must be registered with the owner with their name, contact information and make, model and color of their vehicle. They must sign a waiver upon entering the gate. Failure to register guests is a violation of this agreement.*****

CHILDREN: All MINORS must be supervised by an adult at all times in all areas of the property, including the pool and ponds, to ensure their safety. *****

NO SMOKING: No smoking in the cabins, buildings or bathhouse/laundry room. Smoking is permitted outdoors in common areas and around guest campsites and RV sites. Please dispose of all butts in proper fireproof receptacles. Do not toss butts anywhere on the property grounds. They are harmful to the wildlife.*****

WATER: We are on well water and kindly ask that you conserve water. Limit showers to 10 minutes. Washing of vehicles is not permitted. Dump standing water to prevent mosquitos. *****

FOOD/TRASH: Please do not leave food, trash or BBQ remnants out, as wildlife frequents this property. Dispose of all trash in trash bins on the property. No loose trash in the dumpster. *****

SEPTIC: We are on a septic system. Please do not flush anything other than toilet paper down the toilets. RV guests, please use septic safe toilet paper.*****

Walking Trails: Please stay on the designated walking trail or caliche drives on the property. Exercise caution while walking out on the property. Wear appropriate gear and footwear. We strive to protect the natural habitat of local wildlife, please stay out of animal sanctuary areas. *****

FIRES: Please be aware of any BURN BAN ORDERS before lighting any sort of fire. A large community firepit is located by the green water tower. It is lit by staff only weather permitting. Fires at RV sites are prohibited unless otherwise noted.****

FIREWOOD: Do not cut trees or collect firewood from around the property. Firewood bundles can be purchased from the store. ****

FIREWORKS: Are not allowed on the property. ****

DIRT BIKES/ATVs: Are not allowed on the property.****

BATHHOUSE/LAUNDRY ROOM: Washing machines are coin operated (\$2). Dryer is \$2 (honesty box). Please keep up after yourself. Limit showers to 10 minutes. *****

CABINS AND RV A/C: To help our cabins & RV sites comfy for everyone, please set A/Cs to 78 deg upon leaving your unit. Do not set the A/C below 70 deg in your unit.*****

CABINS AND RV HEAT: Please do not set heat above 78 deg. Drip faucets in freezing conditions. *****

CABIN KEYS: Keys should be place on the bed at check out. There is a \$50 charge for keys that are not returned.

****** POOL AND HOT TUB POLICY******

Our swimming pool is open seasonally from 7am – 10pm. There is no lifeguard on duty, so please be mindful of safety. SWIM AT YOUR OWN RISK. C&A is not responsible for any injury, drowning or death that may occur. No diving in the pool is permitted. Remember, MINORS need adult supervision, so please stay in the pool area with them.

Our 2 person hot tub is open seasonally from 7am – 10pm and available to those 21 years of age or older only.

Appropriate swimwear must be worn at all times. Cutoffs are not allowed.

We kindly ask that everyone showers before getting into our pool or hot tub to help keep the water clean and enjoyable for all! We also encourage everyone to respect each other's space by avoiding jumping, yelling, or any disturbances.

For everyone's safety, we ask that you leave glass items at home and opt for non-breakable drinkware instead. Thank you and enjoy your time! *****

******* PET POLCY*******

We can happily host pets in our RV sites, although pets must be on leash at all times or kept in a pet fence.

In certain pet-friendly cabins, we allow one pet with a \$50 pet fee for stays less than 7 days. Pets are not allowed in the store, Party Barn, chapel, or pool areas. Leashes are a must (not more than 6 ft in length) for our four-legged pals, and we appreciate owners keeping the cuties tidy and the barks to a minimum! Do not chain your pet to a tree or any other structure. Please pick up after your pet uses the bathroom. For the protection of guests and the wildlife species on the property, pets are not allowed to roam free at any time on the property. Dogs running off leash will result in immediate termination of your stay on this property without refund.

Please contain your pet in a carrier when leaving your cabin, if your pet will not be going with you. We ask that you do not allow pets to lounge on the furniture or beds—if they do,

we'll have to add an additional \$50 cleaning fee per pet. If your pet has any accidents on any items or furniture, please clean up after them. If items or furniture are damaged you may be charged to replace that item at cost.

To keep all our woodland friends and guests safe, make sure your pets have up-to-date vaccinations and flea treatment. We reserve the right to ask any overly rambunctious or rowdy pets to leave the party! Should your pet become a problem barking or disturbing any guests at any time, you will be asked to leave without refund for early departure. We reserve the right to revoke permission of a pet at any time.

Any injury your pet causes to any person or animal on the property is your responsibility and you fully release C&A for any liability for issues or damage your pet may cause.

Service animal certifications must be current and a copy kept on file with C&A.

No exotic pets including birds or reptiles are allowed.

Cats are not allowed to roam free on the property.

For cabin stays over 7 days, a non-refundable pet fee of \$350 will be charged. ****

****** CAMERAS AND PHOTOS******

24 hour camera supervision is on this property. Also, please be advised that any photographs you may take while on our property may be used on our website or social media. You agree to release any waivers for use of any photos or videos you put online or share with C&A staff/owners.****

****** CABIN AND RV SITE CANCELLATION POLICY******

When you book through our website, you will be required to pay half of the total amount of the reservation. If you need to cancel, we understand that plans can change, and while the payment is non-refundable on our cabins and RV sites, we offer flexible options! You can

reschedule your stay and apply your payment to a new date that works for you. If rescheduling isn't an option, we'll provide you with a voucher for future use (good for 90 days).

*Note: if you book through one of our external booking sites such as AirBnB or Expedia, etc., their cancellation rules and policies will apply. However, we're still happy to issue a voucher for any amount not refunded via an external booking company. Just give us a call at 830-866-3442.

Cowboys and Angels accepts VISA, MASTERCARD, AMEX and DISCOVER for payments with a 3.5% surcharge. Charges will be assessed at the time of the booking unless prior arrangements have been made for payment. We also accept cash, cashier's checks, money orders, and debit cards.

****No matter how you wish to pay, you must have a valid credit or debit card to confirm your reservation.

Deposits and move-in fees are non-refundable unless otherwise stated in writing.

For RV Sites:

Please note RV site reservations that have started are non-refundable should you have to leave early or are asked to leave due to violations of this agreement, there will be no refunds given for early departure. ****

****** WEAPONS/HUNTING/WILDLIFE******

I fully understand that there is no hunting or shooting guns or any other kinds of weapons while on the property, unless noted otherwise, and that the animals are private property of this establishment. The only exception is in the case of scheduled management hunts. I

understand that no one is allowed to catch, hunt, or capture any animals including lizards, snakes, reptiles, deer, rabbits, chickens or any other animals which reside on the property. I also understand that animals can be dangerous and may bite or attack and should I be injured, I agree to release C&A and its owners from any costs, lawsuits or any sort of liability for damage to myself, my guests, or to any of my property by the animals. I agree I will not capture or hurt anyone's personal animals on the property and that I will NOT disrupt the wildlife's natural habitat. I agree not to feed anything other than deer corn or deer protein purchased by the staff to the deer on the property. I also agree that if any animals should escape due to my negligence of not waiting for the gate to close after I have arrived or left, I could be held liable for the cost of the lost animal. POACHING of wildlife will be punishable by Texas law penalties. You will go to jail and charges will be filed. ****

******NUMBER OF OCCUPANTS******

You agree to only bring the number of people listed on your reservation or you agree to pay the additional fees for extra guests staying at C&A with your party, if additional guests can be accommodated by the venue.*****

******RIGHT OF REFUSAL******

C & A Retreat, LLC reserves the right to refuse service to any guest at our discretion. ****

****** RELEASE OF ALL LIABILITY/INJURIES/THEFT/DAMAGE******

I shall defend, hold harmless, and indemnify C&A Retreat, LLC ("C&A"), the owners, and staff from and against any and all losses of life or personal property, claims, damages, costs or expenses, theft, and/or injuries due to bites, stings, animal or wildlife injuries, acts of God, negligence, the pedestal, malfunctions of equipment or appliances, grills, firepits, pool, noncompliance with property policies or lack of policies, or any injury/damage/theft that could or may occur while staying on the property. I understand I will be responsible for costs incurred by my actions; (including reasonable legal fees, or similar costs) in connection with any action or claim brought or made (or threatened to be brought or made), for, or on account of any injuries or damages I or my guests & children, received or sustained by myself and/or my child/guest arising during the course of of my stay at 6411 Junction Highway, Mountain Home Texas. I consent to receive any medical treatment deemed advisable at my own cost, for an injury to myself or my child/guest that they may incur while staying at C&A, and that any medical or other insurance for myself and/or my

child includes and not limited to, accidental death and dismemberment insurance and current accident medical insurance & that I have a valid personal property and RV/vehicle insurance policies in place throughout my stay and keep my vehicle registered. I understand that C&A is NOT responsible for any injury/theft/damage to myself or property while I am a guest of this property; We are not responsible for sewer damage, sewer clogs, or harm to plumbing or electrical to your RV, fire, floods or anything pertaining to your personal RV or pedestal/electrical issues. Use at your own risk. No lifeguard on duty at the pool.****

****** DISCLAIMER******

Cabin and RV guests expressly acknowledge and accept that the rental of a cabin or RV spot from C&A Retreat, LLC does not create, is not intended to create, and shall not be interpreted to create, a landlord-tenant relationship under Title 8, Chapter 92 of the Texas Property Code, at common law, or under any other applicable law. C&A Retreat, LLC and its owners expressly disclaim any warranties of habitability, merchantability, or any other obligations required of a landlord under Title 8, Chapter 92 of the Texas Property Code, at common law, or under any other applicable law.

I UNDERSTAND I AM A GUEST OF THIS PROPERTY AND THIS IS PRIVATE PROPERTY; I AM IN NO WAY A TENANT OR RESIDENT OR SHOULD EVER CONSIDER MYSELF A TENANT. THIS IS NOT A LEASE AGREEMENT. ****

******TRASH DAY IS WEDNESDAY for RV sites******

LARGE BLACK TRASH BAGS ONLY, WE ARE CHARGED BY THE BAG. NO LOOSE TRASH; NO REMODELING OR CONSTRUCTION MATERIALS/MATTRESSES, FURNITURE OR LARGE ITEMS!! I understand that I am to keep my RV or Camping area clean and free of debris and that under my camper is not for storage or the storing of my items. Should I need to store something outside, I agree to get written permission from staff or owner prior.

Camping/Patio items are ok as long as they do not become an eyesore to other guests. I agree to keep my BBQ clean and ensure that all fire is out before I put it away after use and will not dump ashes anywhere on the property except for designated areas. I understand I am responsible for my entire area around my unit and that I will not leave garbage outside and will place it in a secure bag, tied tightly and placed into the dumpster. ****

*****MAIL FOR RV SITES*****

I AGREE I WILL NOT HAVE personal or important MAIL SENT HERE AND WILL OBTAIN A PO BOX OR ANOTHER ADDRESS for mail. PACKAGES: I am allowed to have packages delivered here; however, Cowboys and Angels are NOT responsible for loss, damage or delivery for or tracking my packages for any reason. I will not give the gate code to anyone for deliveries and understand my package will be placed in a box outside of the gate. I will not call the staff and ask where my packages are or ask them to track or deliver my packages, I understand they are not responsible for this. *****

******RVS/SKOOLIES/AIRSTREAMS/CAMPING VEHICLES******

ALL RVS MUST REMAIN IN GOOD AND PRESENTABLE CONDITION. No HVAC window units are allowed. Sewer hoses may not leak at any time so please check them frequently. You must use an elbow connection into a donut, no hoses without ends on them please!!! Hose bids are to be secure and not leak water of any kind. Awning must be rolled in prior to storms and high winds. If your awning damages someone else property you are responsible. Electrical surge protectors are required for your safety and ours. Maintain all propane bottles and hoses to prevent leaks. We reserve the right to ask you to leave should your RV become in unacceptable condition or be deemed a hazard to other campers. Two vehicles max per RV site. No trailers, ATVs, or any other vehicles are allowed. *****

******SHEDS/STORAGE******

I agree to provide a written request for any plastic sheds or bins that I would like to put on the property while staying here. Size limited to 5x8x8 MAX. Sheds must be secured to the ground and placed behind your rig.*****

Domestic violence/Disruptive and Unruly Behavior:

I understand I will be asked to leave immediately if any domestic violence, fighting, abusive, dangerous or unruly behavior occurs while staying on the property and/or breaking any rules included in this agreement.*****

******Walking Through Campsites/RV areas******

Please do not walk through or allow children to play in any campsite or RV area. Do not bother other guests, ask for favors/rides/money, or disturb campers. We believe that keeping this property a fantastic, peaceful space for guests is a priority. Lower your music when coming in the gate, and do not speed. Vehicle repairs and maintenance are NOT allowed on this property. ****

******Clean Background******

I HEREBY CONSENT TO A BACKGROUND CHECK AT ANY GIVEN TIME by Cowboys and Angels. I understand that if it reveals any crimes resulting in an unsafe environment deemed by Cowboys and Angels that I could be asked to leave immediately. I hereby state that I am not a sex offender nor on the sex offender list.****

******Abandoned RVs/Personal Property******

I understand that if my camper is left abandoned for more than 48 hours on the property that C&A has the right to remove & sell the item. In addition, I will be liable for all costs associated with abandoning any of my personal items/trash/vehicles on the property. Trash or items left that may need to be disposed of at C&A's cost and will be charged to my personal credit card. Any costs incurred for collection attempts will be billed to me as well. I agree to leave my RV site in the same condition as I found it.****

******Grievances******

I agree that if I should have an issue with Cowboys and Angels that I will address it directly to the staff in writing and that I will not slander, bully or place bad reviews online to seek resolution of my situation. Cowboys and Angels pride themselves in helping ensure customer stays are top notch, please contact us directly if any concerns arise during your stay. We ask that you treat the owners/staff of Cowboys and Angels in a professional, respectable manner. You may contact Cowboys and Angels in writing and deliver to the camp office to the manager directly or send to: Cowboys and Angels Cabins, RV Park and

Event Venue, 6411 Junction Hwy, Mountain Home, Texas 78058 or by email at cowboysandangelsresort@gmail.com. *****

******* RV SITE MONTHLY RESERVATIONS*******

For ongoing monthly reservations, payment is due at the first of every month. After the third day, you will be charged \$20.00 per day for each day the payment is late. I am waiving my right to a jury trial/eviction proceedings/squatter rights and understand should my payment not be made or late that I may be asked to leave the property forfeiting any deposits and will be responsible for any remaining balance or damage I have caused on the property.

PAYMENT ARRANGEMENTS MUST BE MADE WITH STAFF IN WRITING. SHOULD YOU NOT MAKE YOUR PAYMENT OR ABANDON YOUR PROPERTY. COWBOYS & ANGELS RESERVES THE RIGHT TO TOW YOUR RV TO A STORAGE YARD AT YOUR EXPENSE; AND/OR SELL THE RV after 30 days. You hereby agree if you cannot make the payment, you will leave the property with your RV, paying any outstanding balance prior to leaving. If you choose to "squat" you will be subject to the cost of ANY/ALL fees that may be incurred to resolve this situation.

We prefer CHECK/CASHIER'S CHECK/MONEY ORDERS. If you use your credit card to pay, a 3.5% processing fee is charged for VISA/MASTERCARD/DISCOVER/AMEX. There is a \$35 .00 FEE FOR BOUNCED CHECK OR RETURNED PAYMENT. However, you agree to always keep a VALID CREDIT CARD ON FILE in the event of damage to the property or unpaid balances. ****

I HAVE READ the above terms, policies and conditions and agree to follow them while visiting Cowboys and Angels Cabins, RV Park and Event Venue. By making this reservation, I also agree to hold C&A Retreat, LLC and its owners free from liability for injuries due to negligence or neglect of policies, and that I fully understand safety precautions necessary on the property. You agree that this is a legally binding acceptance and that you have read

the terms, policies, and conditions in this document as well as other documents provided. By making this reservation, you are agreeing to these policies, terms and conditions.

PLEASE NOTE: You are agreeing on behalf of yourself and every guest included in your reservation. You shall be solely responsible for your guests' behavior and compliance with the attached policies.