

DOG AND PONY RANCH, LLC – DAY VISIT AGREEMENT

This Day Visit Agreement (“*Agreement*”) is made between Troy and Cyndi Harrell, Managers of the Dog and Pony Ranch, LLC (“*Manager*”) and the booking Guest (“*Guest*”) as of the booking date the Terms of Service were accepted. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

DAY VISIT GUESTS are authorized to visit the Dog & Pony Ranch, 20063 East Clinton Road, Jackson, CA 95642 (“*Property*”) with the number of people (adults plus children) and pets specified in the booking for the specified Visit date and time. The entrance gate and door lock codes will only be valid for this period and will be sent a week before the Visit. Any modifications to date, time or guests in the Visit booking must be approved by Manager in writing. Increasing number of people may change the Visit cost.

VISIT PAYMENT: Guest’s reservation will be confirmed after Agreement is accepted and total cost is paid to Manager (“*Payment*”).

CHANGE/CANCELLATION POLICY: To **cancel** a confirmed reservation, notice must be in writing and received more than 1 week prior to Visit date for a refund of Payment, less 10% cancellation fee. If Guest’s notice of cancellation is received 7 or fewer days prior to Visit date, Guest will forfeit 50% of Payment. Late arrival or early departure does not warrant any refund.

If Guest wants to **change** their reservation dates, they may do so in writing if request received by Manager more than 1 week before Visit date (no fee for one-time change to a new available date/time within 1 year). If Guest’s request of change is received less than 1 week prior to Visit date, it will be considered a cancellation with 50% forfeit of payment. Though Manager is not required to do so, Manager may offer a no-fee **change** due to extreme weather (severe storm or smoke).

VIDEO SECURITY SURVEILLANCE: The Property is monitored to protect from fire, theft, and Agreement compliance using outdoor video surveillance at key visible locations (e.g. barn, doors, gates, and driveway). There are NO indoor nor hidden cameras, and NO hot tub nor pond views to respect guest privacy.

HORSES & OTHER LIVESTOCK: Guest and animal safety are of the utmost importance so there is additional video surveillance in barn/pasture area and posted rules. Noncompliance will result in all guests being immediately escorted off the property and Agreement terminated with forfeiture of the Guest’s Payment. Guests may pet animals over the fences but may NOT ride them nor enter their stalls / fenced pasture area (unless specifically permitted by Manager). **Guests should NOT allow dogs to harass any ranch livestock** (horses, donkeys, chickens, etc.) so recommend keeping dogs showing strong prey drive during animal introductions away from barn area or on-leash if near it— guest dogs could be injured if uncontrolled around livestock. Please **do NOT feed ranch animals except vet-recommended treats under Manager supervision**.

PETS: Up to 8 well-behaved pets are allowed on the Property provided they are identified and approved by Manager prior to commencement of visit period. Pets must be up-to-date on Rabies vaccinations and not have any contagious diseases (Kennel Cough, Giardia, Parvo, Flu, etc. with vaccines recommended though not required). If entering guest house, dogs should be relatively flea free with recent flea and tick treatment recommended especially during cold-weather tick season. Guest shall be responsible for the welfare of their pets at all times. **Guest is responsible for any damages/issues caused by their pets.**

POND: To avoid damaging the lining on the sides of the pond, people and dogs should exit after swimming from west “beach” side of pond where there is a concrete slope to walk out (note signage that cautions pond may be slippery). The dock is ONLY for dog jumping – NO PEOPLE JUMPING/DIVING ALLOWED due to shallow water. A life ring and safety signage is posted at the pond. No fishing nor fish hooks in the pond (there are no fish) and no glass containers allowed nearby to prevent risk of cuts and injuries. Pool-type chemicals are used along with aeration and circulation pumps to keep the algae under control.
SWIM AT YOUR OWN RISK – NO LIFEGUARD ON DUTY.

SPA HOT TUB: Follow the posted rules for safe use including but not limited to: no glass/pets/jewelry/shoes/appliances in hot tub, no standing/sitting on cover which should remain closed when hot tub not in use, do not add anything to water other than provided chemicals. Check the water temperature and clarity before using the hot tub and leave the hot tub in the condition you found it (plugged in, cover on, etc.). Please report any issues to the Manager. Remember there is a certain health risk associated with this amenity and using it is strongly discouraged for unsupervised children, pregnant women, and those with health risks such as high blood pressure. USE AT YOUR OWN RISK.

SEPTIC & WELL: This Property uses a well and septic system. The septic system is very effective; however, it will clog up if improper material goes down the drain. Please do not flush anything other than toilet paper and human waste. Dog waste bags are provided and can be used for discarding feminine hygiene products in the trash. The mineral content in the well water is high. It is treated and annually tested as safe to drink, with double filtered water available from the kitchen sink spigot for best taste.

SMOKING: NO SMOKING ALLOWED in or near Property's house at any time. Any smell or evidence in the house will result in a \$250 fine. If you must smoke, please do so only in graveled guest patio area where ashcan is available and close guest house doors and windows so smoke smell doesn't enter the house. Please also see Fire Safety.

FIRE SAFETY: This Property is within a designated **California wildfire zone and extreme caution must be used at all times**. Guest must ensure flames and embers are extinguished before leaving fire-related features unattended. The propane fireplaces and fire-table must also be carefully managed if used – please refer to the Guest Information & Activities Binder for safe operation. Fire extinguishers are available on outdoor patio post and indoors in hall closet (near kitchen). RENTER ASSUMES ALL RESPONSIBILITY AND LIABILITY RELATED TO THE USE OF FIRE PRODUCING EQUIPMENT, INCLUDING BUT NOT LIMITED TO IGNITION OF WILDFIRES OR GRASSFIRES, PERSONAL INJURY FROM BURNS, OR FIRE DAMAGE OF ANY KIND. INSURANCE WILL NOT COVER RENTER NEGLIGENCE.

OCCUPANTS & COMPLAINTS: Guest signing this Agreement is an adult at least 25 years of age, and will be an occupant of the Property during the entire reserved period. All people and pets on the Property are the sole responsibility of this Guest. The house and property are **not child-proofed** and may not be appropriate for young children, so children must be under direct adult supervision at all times. Any **complaints from neighbors** regarding excessive cars, noise (including parties and barking dogs) or other nuisances may be cause for immediate termination of the Agreement and forfeiture of the visit Payment.

PROPERTY USE: For guest safety and courtesy to neighbors, guests shall adhere to speed warnings posted on the Property's private roads and agree not to trespass on neighboring properties. The 60-acre Property is field fenced on its perimeter and Guest agrees not to cross the fence or gates into neighboring properties for any reason except appropriate emergencies where traverse cannot be avoided. Guest shall be allowed full access to the entire Property except Manager's house/yard and animal pasture areas. This includes guest house, ponds, trails, fields, and wooded areas. Guest shall take full responsibility for personal safety of all guests during the entire period. Because the Property has many areas with wildlife and other natural hazards, guests are advised to use utmost caution at all times, even on well-maintained trails. Bikes can be used at the Property under the specific condition that Guest assumes all responsibility for their use and agrees not to unduly damage the Property beyond normal wear and tear.

WEATHER: Manager does not assume any liability for loss, damage or injury to persons or their personal property due to nature. Nor will Manager accept liability for any loss or damage caused by weather/road conditions, natural disasters, acts of God or other reasons beyond its control. The Property is at 2200' elevation so occasionally gets a small amount of snow that may last a day or more. NO REFUNDS WILL BE GIVEN FOR TOO MUCH RAIN/SNOW/HEAT, OR LACK OF ACCESS DUE TO EXCESSIVE RAIN OR SNOW.

LIABILITY: The Manager is not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities, except in the case of clear Manager negligence. The Manager is not responsible for the loss of personal belongings or valuables of the Guest. As a condition of the Day Visit, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the Property or others whom they invite to use the Property. The Guest agrees that the rental and use of the Property is entirely at the Guest's own risk and the Guest agrees to hold harmless the Dog and Pony Ranch, LLC, and Cyndi L. Harrell and Troy D. Harrell, managers, from and against any and all claims, actions or damages arising from the use of the Property on account of Personal injury or property damage sustained by the Guest and its invitees as a result of any cause arising out of this Agreement, other than from Manager's negligence.

Guest: By my electronic approval and visit Payment, I hereby agree to the above Agreement. I agree that monies paid may be non-refundable per Change/Cancellation Policy above. I agree to all terms and conditions of this Agreement.

Managers: Troy and Cyndi Harrell of the Dog and Pony Ranch, LLC, www.DogPony.com
20063 East Clinton Rd, Jackson, CA 95642, 408-471-8757 (main) or 209-304-0561 (local number)

