DOG AND PONY RANCH, LLC – SHORT TERM RENTAL AND LIABILITY AGREEMENT

This Short-Term Rental Agreement ("*Agreement*") is made between Troy and Cyndi Harrell, Managers of the Dog and Pony Ranch, LLC ("*Manager*") and the booking guest ("*Renter*") as of the date Agreement electronically accepted as evidenced by computer timestamp. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

RENTAL GUESTS and their pets are authorized to stay at the Dog & Pony Ranch, 20063 East Clinton Road, Jackson, CA 95642 ("*Property*") for the dates and number of people (adults plus children) specified in the quoted reservation.

Check-in time: after 3:00 pm
Check-out time: before 11:00 am

The entrance gate and door lock codes will only be valid for this period, and will be sent about a week before Check-in, after total payments completed. Any modifications to number of guests or dates/times in the quoted reservation must be approved by Manager in writing. Increasing to more people may change the rental rate.

RENTAL PAYMENTS: Nightly rental amount + cleaning fee + 10% lodging tax = rental total as specified in the quote. Rentals via Airbnb include booking site fees. Renter's reservation will be confirmed after both rental deposit paid AND rental Agreement electronically accepted. The rental balance is due based on payment option selected at time of booking. Failure to make this final payment on time may result in cancellation of the reservation and forfeiture of deposits per the cancellation policy.

CHANGE/CANCELLATION POLICY: To cancel or change a confirmed reservation, notice must be in writing and received more than 30 days prior to Check-in date for a full refund (less $100 admin cancellation fee if booking was made directly on DogPony.com). If Renter's notice of cancellation is received **between 7 and 30 days before check-in,** Renter will forfeit 50% of Rental Total. If cancellation is less than 7 days, then 100% of Rental Total will be forfeited. Late arrival or early departure does not warrant any refund. Manager does NOT guarantee refund for issues beyond Manager's control including weather, smoke, fire, loss of power / utilities (generator onsite), illness, quarantine, etc. **You are encouraged to purchase travel insurance to protect against unforeseen change/cancellation needs.**

SECURITY DEPOSIT: No Security Deposit will be required. Renter is liable for all replacements and repairs that are outside what is considered normal wear and tear of Property during their rental period, including damage and additional cleaning required. If the premises appear dirty or damaged upon Check-in, Renter shall inform Manager immediately.

OCCUPANTS & COMPLAINTS: Renter signing this rental 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 Renter. 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. People other than those listed as Rental Guests may NOT stay overnight at the Property (maximum overnight occupancy is 2 people, unless approved in writing by Manager). Any special occasions, such as family gatherings when day-use guests increase the total to more than 2 people on the Property, must be disclosed in advance and are only permitted with Manager's written approval and may be subject to additional charges. 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 Renter's Payments.

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 Renter agrees not to cross the fence or gates into neighboring properties for any reason except appropriate emergencies where traverse cannot be avoided. Renter shall be allowed full access to the entire Property except Manager's house/yard and animal barn/pasture areas. This includes guest house, ponds, trails, fields, and wooded areas. Renter 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 Renter assumes all responsibility for their use and agrees not to unduly damage the Property beyond normal wear and tear.

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. Renter may utilize the outdoor charcoal grill for cooking meals and should provide charcoal and lighter fluid for their own cooking. Please clean the grill and cover the unit after it cools. Renter is not allowed to bring the grill indoors for any purpose. The propane fireplaces and fire-table must also be carefully managed if used – please refer to the Guest Information & Activities Binder for safe operation. The outdoor fire pit is only available to Guest when Manager can light and safely monitor fire. 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.

VIDEO SECURITY SURVEILLANCE: The Property is monitored to protect from fire, theft, and rental 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 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 Renter's Payments. 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 with strong prey drive 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 rental 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). Dogs should be relatively flea free with recent flea and tick treatment recommended especially during cold-weather tick season. Renter shall be responsible for the welfare of their pets at all times. **Renter is responsible for any damages/issues caused by their pets** or if excessive cleaning is needed due to them (such as allowing them on unprotected bedding and furniture). Manager recommends NOT leaving Pets unattended on the Property due to the stress on Pets being left in unfamiliar surroundings, as well as risk of damage and barking (see also Complaints section). THERE IS A $250 DAMAGE FEE FOR ANY NEW SCRATCHES ON THE DOORS AND FURNITURE (WILL BE CHECKED AT EACH DEPARTURE).

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. 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 and spa fragrance. 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. Waste bags are provided and can be used for discarding feminine hygiene products in the trash. Kitchen waste should go into the garbage (there is no garbage disposal since septic doesn't do well with food products). 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. The water is conditioned and very soft so use less amount of soap when washing clothes, dishes, etc. Additional tips and tricks for living on a rural property are available in the Guest Information & Activities Binder at the house.

UTILITIES INCLUDING INTERNET: There is no landline phone at the house. AT&T and Verizon cell reception are good and usually available. Shared wireless internet is provided using WPA security password protection, and passwords are included in Guest Information binder – **note that rural speeds are much slower than cities**. See FAQ on DogPony.com for latest info about utilities. Please use the internet safely and responsibly. NEITHER TECHNICAL SUPPORT NOR WARRANTY IS PROVIDED. RENTER ASSUMES ALL RISKS AND RESPONSIBILITIES FOR USE OF ANY COMPUTERS USING THE NETWORK. Manager makes no guarantees that the utilities (internet, satellite TV, septic, and electric service which also affects well water) will be free from interruption or failure.

WEATHER/WILDFIRE: 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, or other reasons beyond Manager's 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/SMOKE, OR LACK OF ACCESS DUE TO CONDITIONS**.**

RENTAL SUPPLIES: The house on the Property is fully furnished including bed linens, blankets, pillows, towels, a fully equipped kitchen, TVs, and typical home furnishings and decor. See website at www.DogPony.com for a more complete inventory. Paper products are supplied in reasonable quantities, but may not be replaced during rental period if consumed. Non-perishable staples (salt, pepper, foils, bags, etc.) are also available for reasonable consumption by Renter but may be in low supply at any time. Shampoo, conditioner, liquid soap, and lotion are provided in dispensers. Renter should bring other toiletries and bar soap if desired. Pet owners should bring dog beds, blankets and all related supplies. Laundry washer and dryer are available, and detergent is provided for reasonable use.

ACCESS: Renter shall allow Manager or Manager's representative access to the Property and house for purposes of repair and inspection, and livestock care. Manager shall exercise this right of access in a reasonable manner, including notification when possible. Managers live onsite and are usually in residence (unless Renter notified otherwise in advance).

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 Renter. As a condition of the rental, 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 Renter agrees that the rental and use of the Property is entirely at the Renter's own risk and the Renter 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 Renter and its invitees as a result of any cause arising out of this Agreement, other than from Manager's negligence.

CLEANING/DEPARTURE: The Property will be inspected and cleaned after each departure to prepare for next guests. The cleaning fee Renter has paid will provide for reasonable cleaning/sanitizing to allow the Property to be enjoyed up until the Check-out time. Though no longer required per Airbnb, please use the following basic courtesy departure checklist to allow us to maintain the current cleaning fees:

- Please return any moved items to original location.
- Preferably leave towels and other used linens in a pile in the laundry basket or tub so we know which linens were used.
- Please start dishwasher with remaining dirty dishes so they are ready to put away when housekeeper arrives.
- Trash (including dog poop) should be taken to outside garbage can so it doesn't stink up the house.
- If you used the BBQ, we'd appreciate it if you would brush grill and discard ashes in fire-safe metal can.
- Don't forget to check cabinets/drawers for belongings and remove any leftover food from the refrigerator.
- Turn-off thermostat and lights/fans, close windows, and lock doors upon departure.
- Any needed supplies or issues should be reported to Manager by Renter. We welcome and value your feedback!

Renter: By my electronic approval and Rental Deposit payment, I hereby agree to the above rental Agreement. I agree that monies paid may be non-refundable per Change/Cancellation Policy above. I have read my rights to purchase travel and rental insurance. 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)