

MARLUC, LLC RENTAL AGREEMENT AND FULL RELEASE

This Rental Agreement and Full Release (the “*Agreement*”) is a legally binding agreement made and entered by and between the undersigned person(s) (the “*Guest*”) and the undersigned owner, manager or agent (“*Owner or Rental Agent*”), pursuant to which the Guest has agreed to rent the residence described below (the “*Property*”), for the specified duration at booking (the “*Rental Term*”), for the fee outlined at booking (the “*Total Rental Fee*”), and other good and valuable consideration as described herein.

PURPOSE

Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall Guest use the Property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property.

DEFAULT

If Guest should fail to comply with the conditions and obligations of this Agreement. Guest shall surrender the Property, remove all Guest’s property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

ASSIGNMENT OR SUBLEASE

Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement. Guest shall not assign or sublease the Addendum or any interest of Guest in any “Rental Vehicle” (defined below).

RISK OF LOSS AND INDEMNIFICATION

Guest agrees that all personal property, furnishings, personal affects and other items brought into the Property by Guest or their permitted guests and visitors shall be at the sole risk of Guest with regard to any theft, damage, destruction or other loss and Rental Agent shall not be responsible or liable for any reason whatsoever.

Guest hereby covenants and agrees to indemnify and hold harmless Rental Agent and their agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorneys fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property or in use of any Rental Vehicle(s) (defined below) and Guest expressly agrees to save and hold Rental Agent harmless in all such cases.

ENTRY AND INSPECTION

Rental Agent reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property or showing the Property to prospective purchasers, renters or other authorized persons. If Rental Agent has a reasonable belief that there is imminent danger to any person or property, Rental Agent may enter the Property without advance notice.

UNAVAILABILITY OF PROPERTY

In the event the Property is not available for use during the Rental Term due to reasons, events or circumstances beyond the control of Rental Agent, Rental Agent will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Guest. If such replacement property cannot be found and made available, Rental Agent shall immediately return all payments made by the Guest, whereupon this Agreement shall be terminated and Guest and Rental Agent shall have no further obligations or liabilities in any manner pertaining to this Agreement.

VENUE SELECTION

The ranch venues of Marluc Bella Vita Ranch are described in the Venue Summary attached to and made a part of this Agreement. Guest shall complete the Venue Selection Form to select the venue(s) Guest desires to rent.

CONDITION AND USE OF PROPERTY

The Property and any Rental Vehicle is provided in "AS IS" condition. Rental Agent shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, TV access or Rental Vehicle(s) as applicable. Rental Agent shall not be held responsible for such item's or vehicle's failure to work, but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of any Rental Vehicle(s) and that use of amenities such as fire pits, bbq, grills, trails, decks, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and all such uses are at the Guest's own risk.

ADD-ON RENTAL VEHICLES

Subject to availability, and subject to the additional terms and conditions of the add-on addendum, Guest may rent from the Owner a pontoon boat, golf cart, and one or more UTV's (each a "*Rental Vehicle*"), on condition that Guest executes both the add-on addendum with this Agreement (the "*Addendum*"), and the Indemnity, Waiver and Release of Liability Agreement (the "*Liability Agreement*"), each in the form provided by Owner.

SPEED LIMITS

Guest agrees to always observe a speed limit of fifteen (15) miles per hour in using any Rental Vehicle.

GUN RANGE

The Gun Range is open only to guests renting the entire ranch facilities, providing a trained gun marshal, and subject to advance written permission granted by the Ranch Manager in its sole discretion.

DOCKS AND LAKE FEATURES

Guests using the docks or other lake features agree that there are no lifeguards present and all such activities are entirely at Guest's own risk, including but not limited to death by drowning.

FISHING

Fishing is limited to catch-and-release only unless Guest will consume at meals the same day.

SPORT FIELDS

The sport fields are available first come, first serve, at no additional charge.

PROHIBITED USES

Guest acknowledges and agrees that Guest will not engage in any of the following activities on the Ranch:

- 1. Carrying or operating a firearm or other weapon or being in the proximity of one;**
- 2. Hunting;**
- 3. Operating, repairing or riding off-trail vehicles, ATVs, RTVs, go carts, or motorized bikes; and**
- 4. Any use causing unreasonably loud noises or other sounds after 10:00 pm.**

ADDITIONAL CHARGES

Guest acknowledges and agrees that the Total Rental Fee does not include charges for cleaning and laundry on departure or for state and local taxes. Guest agrees to pay such charges in addition to the Total Rental Fee.

FIRES AND FIREWOOD

Fires are permitted only in charcoal grills and the firepits provided. Firewood is provided at an additional cost of \$10.00 per bundle of ten sticks.

TRASH

Guest agrees to bag and place all trash in the dumpster located at the entrance gate of the Ranch.

PRIVACY OF OTHER GUESTS

Guest must respect the privacy of other guests. The lodge and its surrounding trails, firepit, waterslide and dock are for the exclusive use of lodge guests.

CREDIT CARD AUTHORIZATION

If Guest will pay by credit card, Guest shall provide its credit card information in the form attached to and made a part of this Agreement to authorize payment of the Total Rental Fee and any other charges, fees or deposits specified

in this Agreement or in the Addendum.

RELEASE OF LIABILITY

Guest hereby irrevocably waives and releases any past, present or future claims against Rental Agent, the Property owner and their successors, assigns, employees or representatives, officially or otherwise, for any damages, losses, injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities or amenities, and including in any use of Rental Vehicle(s). Guest agrees to use any such vehicles, facilities or amenities exclusively at the Guest’s own initiative, risk and responsibility, each of which Guest clearly and unequivocally intends to assume and bear.

ADDITIONAL TERMS TO THE RENTAL AGREEMENT

In addition to the standard terms included herein, Guest acknowledges and agrees that the following additional terms and conditions apply to the Guest’s rental of the Property and any Rental Vehicle(s), and consequently Guest personally makes the following acknowledgements:

REQUIRED ADDENDUM FOR RENTAL VEHICLE(S)

- A. Prior to renting any Rental Vehicle(s), Guest agrees to provide to Owner:
 1. The Addendum, completed and signed by Guest,
 2. The Liability Agreement, completed and signed by Guest,
 3. A copy of Guest’s driver’s license together with Guest’s auto insurance policy information,
 4. A separate security deposit of \$500.00 for each Rental Vehicle it rents,
 5. Guest’s credit card to be charged for any damages and/or injuries in excess of the deposit(s), and
 6. The acknowledgment and agreement by initialing the applicable items in paragraph (B*) below.
- B. **Guest certifies and agrees as follows: I hereby restate, for myself and on behalf of any of my minor children [i] that I expressly assume and bear all dangers, risks, and hazards in the use, operation or possession of any Rental Vehicle, [ii] that I release, discharge and exonerate the Owner with regard to the use, operation or possession of any Rental Vehicle, and [iii] that I initial below next to the Rental Vehicle(s) I desire to rent, and I agree to execute and deliver the Addendum in order to rent:**

_____ Pontoon Boat _____ Golf Cart
 _____ Electric UTV _____ Gas UTV

ACKNOWLEDGEMENT AND ACCEPTANCE OF DANGERS, RISKS, AND HAZARDS

I, the undersigned individual adult or guardian of the minor(s) named below, as the case may be, hereby give the following acknowledgement and acceptance of risks to Marluc, LLC, a Texas limited liability company d/b/a Marluc Bella Vita Ranch, or any of its partners, subsidiary or affiliate companies, or any managers or members of such subsidiary or affiliate companies or any of the family members, servants, assigns, successors, insurers, agents, representatives, or employees of Marluc, LLC, or any subsidiaries or affiliates thereof (collectively, the “**Owner**”), in consideration for being permitted access to enter the property at 4636 Halsell Ranch Road, Jacksboro County, Texas, and its facilities and common areas (collectively, the “**Ranch**”), and being permitted to enjoy the amenities of the Ranch, including but not limited to the use, operation or possession of any Rental Vehicle(s).

I acknowledge and understand that no warranty, either expressed or implied, is made by the Owner as to the condition of the Ranch upon which I will have the right to enter, or of any roads, trails, buildings, gates, docks or other improvements located thereon, or any Rental Vehicle(s) I may use, operate or possess. This document is sufficient warning that dangerous conditions, risks, and hazards do exist. My presence and activities on the Ranch expose both me and my property to dangerous conditions, risks and hazards, including but not limited to: poisonous snakes, insects, and spiders; blinds and tree stands (whether or not erected by Owner); erosion and general condition of the Ranch, both on and off roadways or paths, trails, creating rough, hazardous, and dangerous driving and walking conditions; animals, both wild and domestic, that may be diseased and/or potentially dangerous; deep water; persons with firearms both on or off the Ranch; the use, operation or possession of Rental Vehicle(s) on the Ranch; the use, operation or possession of other vehicles on and off the Ranch; and/or the unavailability of emergency medical care and/or deliberate act of another person. I hereby state that I expressly assume and bear all such dangers, risks, and hazards.

Additionally, I (for myself and on behalf of my minor children, if applicable), to the maximum extent permitted my law, irrevocably discharge and exonerate the Owner from any and all liability for damage, personal injury or death to my property or myself resulting from my activities on the Ranch, including but not limited to the following:

1. **Carrying or operating a firearm or other weapon or being in the proximity of one;**
2. **Operating, repairing or riding, or carrying any property that may be damaged in, any Rental Vehicle (or similar recreational vehicle, automobile, truck, tractor, implement, attachment or other motorized vehicle) or the malfunction of any such vehicle;**
3. **Falling, tripping, snakebites caused while sitting, walking, hiking, biking, jogging, running, climbing on rocks, hills, trees, poles, fences, steps, stairs, or walls or horseback riding;**
4. **Ingesting or contact with poisonous plants, animals or chemicals;**
5. **Being bitten or stung by dogs or other animals, birds, reptiles (rattlesnakes, water moccasins and copperheads are abundant), insects (scorpions and spiders are also plentiful);**
6. **Failure to use proper safety devices, or to follow proper guidelines or instructions, regardless of whether the person lacks knowledge of such devices, guidelines or instructions;**
7. **Drowning;**
8. **Operating any type of equipment (hand tools, power tools, or construction tools or equipment);**
9. **Sharp objects, including knives, machetes, hatchets, fencing;**
10. **Electrocution, falling debris, nuclear fallout, or explosion including radiation exposure suffered;**
11. **Injury or damage from fires (wild, structural, or recreational); and,**
12. **Consumption of alcohol or any other substance that could hamper clear judgment.**

As stated above, this list is not intended to be exhaustive.

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1. **NO ALCOHOL CONSUMPTION BY ANYONE UNDER 21 YEARS OF AGE.**
 2. **NO UNSUPERVISED CHILDREN UNDER 18 YEARS OF AGE.**
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IN FURTHER CONSIDERATION FOR THE RIGHT TO ENTER THE RANCH, I HEREBY IRREVOCABLY RELEASE AND FOREVER AGREE TO PROTECT, INDEMNIFY, AND HOLD HARMLESS THE OWNER AND ITS AGENTS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND DAMAGES, INCLUDING ATTORNEYS' FEES, RESULTING FROM ANY ACCIDENT, INCIDENT, OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO, OR IN ANY WAY RESULTING FROM MY USE OF THE RANCH, ALL IMPROVEMENTS ON THE RANCH, AND/OR THE USE, OPERATION, POSSESSION OR CARRY OF PROPERTY IN ANY VEHICLE (INCLUDING ANY RENTAL VEHICLE), WHETHER OR NOT CAUSED BY THE OWNER'S NEGLIGENCE OR MISCONDUCT.

I acknowledge that the releases provided in this Agreement apply during any time that I am permitted on the Ranch or if I enter the Ranch or engage in any use without permission, and continues in effect unless I withdraw it in writing; in which event, the Owner may deny me entry to the Ranch and, if I enter without permission, hold me to the terms of the release.

I hereby further covenant and agree that I, my heirs, successors, assigns, and designees will not make any claim or institute any suit or action against the Owner or its agents, employees, contractors, representatives, heirs, successors and assigns, whether at law or in equity, for any reason, arising out of my presence on the Ranch and/or my use

operation or possession of any Rental Vehicle(s) or carrying any property in any such vehicle. I intend that, as used in this section, the terms I, me, and myself include minors in my care while on the Ranch.

GENERAL PROVISIONS

The undersigned Guest acknowledges that he or she has read this Agreement, has actual knowledge of all of its terms, has had ample opportunity to review it with an attorney, and is signing this Agreement voluntarily, without duress, and by signature hereby accepts and agrees, jointly and severally, to all of the provisions contained herein and agrees to responsibility under the terms and conditions contained herein for those named hereunder including minors.

This Agreement, the Liability Agreement and the Addendum, as applicable, contain the entire agreement between the parties with regard to the rental of the Property, and any changes, amendments or other modifications hereof shall be void unless any such modification is in writing and signed by both the Guest and the Rental Agent. This Agreement shall be governed by the laws of the State of Texas. The words "**Rental Agent**" and "**Guest**" shall include their respective heirs, successors, representatives. The waiver or failure to enforce any breach or provision of this Agreement or the agreements executed herewith shall not be considered a waiver of that or any other provision in any subsequent breach thereof, and if any such provision is held invalid, the rest remains fully enforceable. Any notice required to be given under this Agreement shall be in writing and sent to the contact information included herein. This Agreement may be signed in one or more counterparts, each of which is an original, but taken together constitute one in the same instrument. Execution of a digital signature shall be deemed a valid signature.

NO PARTY TO THIS AGREEMENT, THE LIABILITY AGREEMENT OR THE ADDENDUM, OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK, AND EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY CLAIM, LAWSUIT, PROCEEDING, CAUSE OF ACTION OR OTHER LITIGATION PROCEDURE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE LIABILITY AGREEMENT OR THE ADDENDUM, OR THE DEALINGS OR THE RELATIONSHIP BETWEEN THE PARTIES, WHETHER SOUNDING IN CONTRACT, TORT, OR ANY OTHER THEORY. EACH PARTY CERTIFIES THAT THIS WAIVER IS KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY MADE.

TOTAL RENTAL FEE:* _____ = Housing per day: \$ _____
*Or, if blank, as outlined in the booking placed at online hosting agent by Guest
Pontoon Boat: \$ _____
UTV(s): \$ _____
Golf Cart: \$ _____
Fire wood: \$ _____

ADDITIONAL CHARGES:* _____ = Cleaning, Laundry: \$ _____
*Or, if blank, as outlined in the booking placed at online hosting agent by Guest
Other: \$ _____
Applicable Taxes: \$ _____
Charges in addition to Total Rental Fee

RENTAL TERM:* From: _____
*Or, if blank, as outlined in the booking placed at online hosting agent by Guest
To: _____

GUEST (Adult):* Guest's Signature: _____ Date: _____
*Or, if blank, as accepted at the time of Booking by Guest at online hosting agent
Guest's Name (Printed): _____
Guest's Address: _____
City: _____ State: _____ Zip: _____

(home) Telephone Numbers: (_____) _____
(_____) (cell)