



# THE YURTOPIAN

## HILL COUNTRY RESORT

### RENTAL AGREEMENT

*Thanks for booking The Yurtopian! Every guest is requested to observe the following terms to maintain the quality of the The Yurtopian accommodations and to ensure that our guests have a pleasant and safe stay.*

**CHECK-IN / CHECK-OUT:** Check-in is permitted any time after 3:00pm. Check-outs must be completed by 11:00am.

**CANCELLATIONS:** Reservations that are cancelled more than 30 days prior to the arrival date will be fully refunded. Early departures and cancellations that are made less than 30-days prior to arrival forfeit all payments made, including taxes. However, for cancellations made less than 30-days prior to arrival, we will do our best to rebook your dates with another guest. If we are successful in rebooking, your cancelled booking may be used as a credit towards a future reservation of equal or greater value with one year of the original booking.

**FALSIFIED RESERVATIONS:** Any reservation obtained under false pretense will be subject to forfeiture of all payment received, and check-in will not be permitted.

**OVERSTAYS:** An additional fee of \$50.00 will be assessed per quarter-hour for stays occurring after regular check-out time without prior approval.

**SMOKING / CANDLES / PERFUMES:** This is a non-smoking property. Smoking is prohibited in the yurt, on the deck, or anywhere on The Yurtopian property. Additionally, no candles, perfumes, air fresheners, or incense is allowed in the yurt. Any evidence of candles, perfumes, air fresheners, incense, or smoking will result in a \$250 cleaning charge, which may be assessed to the credit card on file with respect to the relevant booking (regardless of the designation of ownership / user of such card) or otherwise payable by the relevant guest.

**AGE POLICY:** The Yurtopian is an adults-only property. We cannot accommodate anyone under 21 years of age.

**CHECK-OUT CONDITION:** Upon check-out you will be charged an additional damage fee based on the cost of repair / replacement / remediation (as determined in the discretion of The Yurtopian) if any of the following has occurred:

- Damage is done to the yurt, its contents, or the property, beyond normal wear and tear.
- Towels, linens or mattress are permanently stained, lost, or damaged.
- An excessive amount of food or other personal belongings is left behind at the yurt, in the kitchen, in the refrigerator, or around the property. Please be respectful of our property by cleaning up after yourself in a reasonable manner. If you need additional trash bags, just let us know.

**THE YURTOPIAN MERCHANDISE:** Guests may not take any of the items provided with their rented premises without the prior permission of the owner. Certain branded items may be purchased, and guests are encouraged to enquire about such purchase terms during their stay.

**OCCUPANCY AND USE:** Occupancy is limited to a maximum of 2 (two) persons per yurt. At all yurts, in both Wimberley and Dripping Springs, additional guests staying or visiting, daytime or overnight without the prior approval of the owner are PROHIBITED and will result in an additional \$500 charge per person to the credit card on file with respect to the relevant booking (regardless of the designation of ownership / user of such card) or otherwise payable by the relevant guest. No events, parties, gatherings, or weddings are permitted without the consent of the owner. Guests may not use the premises for purposes other than lodging. No guests are allowed access to the Blanco River.

**HUNTING:** No hunting is permitted on The Yurtopian's premises.

**DRONES:** No flying of drones is permitted on The Yurtopian's premises without the permission of the owner.

**SOAPS AND OILS:** No soaps or oils are permitted in The Yurtopian hot tubs, as the residue will require the emptying of all water from the system and a time-consuming cleaning. Any such use will result in a \$250 fee charged to the credit card on file with respect to the relevant booking (regardless of the designation of ownership / user of such card) or otherwise payable by the relevant guest.

**NOISE POLICY:** Guests are asked to respect the other guests and our neighbors by keeping music and voices quiet after 10:00PM. We try to keep the territory as natural and private as possible for the benefit of all our guests and for the respect of our neighbors.

**FIRES / FIREARMS:** Fires are only permitted: (a) on the banks of the Blanco River in the designated fire pit when a Hays County burn-ban is not in effect, and (b) in each unit's gas fire pits. No fireworks, firearms, bb guns, air guns / projectiles, or incendiary devices are permitted on The Yurtopian's properties.

**PET POLICY / SERVICE ANIMALS:** Unfortunately, pets are not allowed inside the yurts or anywhere on The Yurtopian property. Guests who require a service animal must contact us prior to arrival for details on how we can accommodate your needs. Emotional Support Animals do not qualify as service animals and are not allowed on The Yurtopian property. Service animals may not be left unattended in the yurt or on the property at any time. Leaving service animals unattended and/or bringing unauthorized pets or service animals onto The Yurtopian property will result in a \$250 fee charged to the credit card on file with respect to the relevant booking (regardless of the designation of ownership / user of such card) or otherwise payable by the relevant guest. Guests are liable for all damages their service animal, pet, or emotional support animal causes to property or another person while located on The Yurtopian property.

**STORM POLICY/ROAD CONDITIONS:** No refunds will be given for weather such as strong wind, heavy rain, flooding, flash flooding, thunder/lightning, hurricanes, hail, sleet, snow, ice, or other forms of severe weather such as extreme heat, drought or extreme cold.

**REPAIRS AND SERVICE CALLS:** We cannot guarantee the absence of mechanical failure of heating, air conditioning, WiFi or other appliances. Please report any equipment that is not operating properly. We will make every effort to resolve the problem as quickly as possible.

**DISCLAIMER:** The Yurtopian and its owners are not responsible for any illnesses, accidents, injuries, or deaths that occur while on The Yurtopian premises or its facilities, nor is The Yurtopian or its owners responsible for the loss of personal belongings or valuables of the guests. The property is located in a rural environment and all precautions should be taken accordingly.

**WAIVER, INDEMNIFICATION, AND ASSUMPTION OF RISK:** By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises and the improvements and materials and equipment located on the premises (including, without limitation, with respect to swings, hammocks, boats, kayaks canoes, paddle boards, and the like), both with respect to guests and others whom guests invite to the premises. GUEST(S) AGREE TO INDEMNIFY THE YURTOPIAN AND ITS OWNERS, LANDLORDS, AGENTS, AND EMPLOYEES TO THE FULLEST EXTENT ALLOWED BY LAW FROM AND AGAINST ANY LIABILITY, INCLUDING, WITHOUT LIMITATION, FOR PERSONAL INJURY, INCLUDING DEATH, AND FOR PROPERTY DAMAGE SUSTAINED BY ANY PERSON INCLUDING ANY INVITEES OF GUEST(S) WHILE LOCATED ON OR IN USE OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO ACTIVITIES IN OR NEAR ANY WATER FEATURES WHILE IN USE OF WATER CRAFT, IRRESPECTIVE OF WHETHER ANY SUCH MATERIALS OR

EQUIPMENT HAS BEEN PROVIDED BY THE YURTOPIAN OR ANY OTHER INVITED OR UNINVITED GUEST.

**OTHER REIMBURSEMENTS:** You agree to reimburse The Yurtopian for all damages to the property caused by you or their invitee(s) and shall be responsible to The Yurtopian for attorney's fees and other causes necessary to collect such damages as allowed by law. If anything is damaged at the property due to theft, misuse or negligence of the guest(s) or their invitee(s), the guest(s) shall be responsible for the full amount of the damage or value of the item(s) stolen.

**FORCE MAJEURE:** In the event that The Yurtopian is unable to provide accommodations or other services or products due to an "Act of God," riots, pandemics, epidemics, strikes, declared states of emergency, or any act or order which is beyond our control, The Yurtopian shall not be obligated to refund payments received in connection with such services or products. In such cases, such non-refunded payments will be applied toward future bookings at The Yurtopian; provided the stay related to any such re-booking is able to be completed within one year of the original booking.

**GIVEAWAY/PROMOTIONS:** Your booking or accommodation may not be transferred to a third-party (as a gift, resale, giveaway, promotion, or otherwise) without the consent of The Yurtopian.

**CREDIT DISPUTES / TERMINATION OF CREDIT:** Unless otherwise agreed all credits on file shall expire within one year of original booking. In the event of a dispute regarding credit on file The Yurtopian will not proceed with a booking in any disputing person's name until The Yurtopian receives confirmation from disputing parties as to how to proceed with the credit on file. Such credit will remain in effect until the earlier to occur of such credit's expiration in due course and one year from notice of said dispute.

**INFORMATION SHARING:** The Yurtopian may disclose information regarding bookings with anyone reasonably understood by The Yurtopian to be the spouse or cohabitant with respect to a person named in a booking.

**CANCELLATIONS BY THE YURTOPIAN:** The Yurtopian may cancel a guest reservation under any of the following cases:(1) when the guest is deemed likely to conduct and/or has conducted himself/herself in a manner that will contravene the laws or act against the public order in regard to his/her accommodation; (2) when the guest has confirmed or can be clearly detected as carrying an infectious disease; (3) when The Yurtopian is requested to assume an unreasonable burden in regard to his/her accommodation; (4) when The Yurtopian is unable to provide accommodation due to natural calamities and/or other causes of force majeure; (5) when the guest seeking accommodation is deemed likely to behave in a manner that will infringe upon other guests or behaves in such a manner due to intoxication or other causes; or (6) when the guest does not comply with a payment request by The Yurtopian. Such cancellation will result in the forfeiture of all payments made in connection with the cancelled booking.

For purposes of this agreement “The Yurtopian,” “we,” and “us” shall mean: (a) The Yurtopian Wimberley, LLC with respect to guests with bookings at Becca Ger, Lena Ger, Sasha Ger, Cara Ger, Mila Ger, and Greta Ger, (b) The Yurtopian RB, LLC with respect to guests with bookings at Rosa Ger, Lola Ger, Ella Ger, and the Riverbluff yurts, and (c) (a) The Yurtopian Dripping, LLC with respect to guests with bookings at yurts located at 7000 McGregor Lane, Dripping Springs, Texas (the corresponding legal entity for a particular guest, being the “Relevant Entity”). By making a reservation, you agree to all terms and conditions listed above and waive any and all liability, claims, and/or privity of contract against any entity or person other than the Relevant Entity.