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 accommodations and to ensure that our guests have a pleasant and safe stay.

CHECK-IN / CHECK-OUT: Unless otherwise notified, check-in is permitted any time after 3:00pm, and check-outs must be completed by 11:00am.

CANCELLATIONS: Unless otherwise indicated, reservations that are canceled 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.

CONFETTI / FLOWER PETALS: No confetti, flower petals, or similar items are allowed in the yurts, as the residue and dyes from these items on white linens may result in staining and/or a time-consuming cleaning or replacement. Any evidence of these items will result in a $150 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: Unless purchased from The Yurtopian, 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 rental units for purposes other than lodging. Distribution, dispensation, possession or use of any illegal drug or controlled substance while on premises is strictly prohibited.

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 Yurtopian.

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 9:30PM. 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 in each unit's gas fire pits. No burning of wood, fire logs, candles, or other fires are permitted. No fireworks, firearms, bb guns, air guns / projectiles, or incendiary devices are permitted on The Yurtopian's properties.

WI-FI: Access to Wi-Fi is provided as a complimentary convenience for guest use during your stay. By connecting, you agree:

> Use at Your Own Risk – The network is provided "as is." The Yurtopian makes no guarantees of speed, coverage, or uninterrupted service and is not liable for data loss, interruptions, or unauthorized access.
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> Lawful Use Only – You must not use the network for any unlawful, harmful, or infringing activity. Illegal downloading, file sharing, or offensive content transmission is strictly prohibited.
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> Privacy & Security – This is an open shared network; guests are responsible for securing their own devices and data.
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> No Commercial or Excessive Use – Bandwidth is shared among all guests; heavy streaming, gaming, or large file transfers may be restricted.
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> Indemnity – You agree to hold The Yurtopian harmless from any claims, damages, or losses arising from use of the network.

Use of the Wi-Fi while at The Yurtopian constitutes acceptance of these terms on behalf of you and your guests.

PET POLICY / SERVICE ANIMALS IN DRIPPING SPRINGS: Dogs under 40 lbs are permitted at yurts in Dripping Springs with a maximum of two pets per yurt. Other pets and dogs over 40 lbs. are not permitted without prior written consent from The Yurtopian. A pet stay fee of $50 per animal per night is required at booking when bringing animals on property. Pets may not be left unattended in the yurt or unleashed on the property at any time unless crated. Leaving animals unattended in a yurt or unleashed elsewhere, bringing unauthorized animals onto The Yurtopian property, and other violations of this pet policy will result in a $250 fee (in addition to any applicable pet stay 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 responsible for cleaning up after their animals on The Yurtopian property and inside the yurt, including bagging and disposal of animal waste. Guests are liable for all damages their animal causes to property or another person while located on The Yurtopian property. The Yurtopian properties contain numerous hazards for animals, and The Yurtopian is not responsible for injury or death of a guest's animal while on property. Animal disturbances (barking, crying, growling, or any aggressive behavior) and violations of this pet

policy will result in guests being asked to immediately remove animals from the property. No refunds will be granted if an animal is removed.

PET POLICY / SERVICE ANIMALS IN WIMBERLEY: Unfortunately, pets are not allowed inside the yurts or anywhere on The Yurtopian property in Wimberley at this time. 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 in Wimberley. Pets may not be left unattended in the yurt or unleashed on the property at any time. Leaving animals unattended, bringing unauthorized animals onto The Yurtopian property, and other violations of this pet policy will result in a $250 fee (plus pet stay fee of $50 per animal per night, as applicable) 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 responsible for cleaning up after their animals on The Yurtopian property and inside the yurt, including bagging and disposal of animal waste. Guests are liable for all damages their animal causes to property or another person while located on The Yurtopian property. The Yurtopian properties contain numerous hazards for animals, and The Yurtopian is not responsible for injury or death of a guest's animal while on property. Animal disturbances (barking, crying, growling, or any aggressive behavior) and violations of this pet policy will result in guests being asked to immediately remove animals from the property. No refunds will be granted if an animal is removed.

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

GROUP BOOKINGS: Notwithstanding any provision herein to the contrary, with respect bookings of five or more units, such bookings shall not be refundable unless otherwise agreed in writing.

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 ACTIVTIES 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 your invitee(s) or your animals and shall be responsible to The Yurtopian for attorney's fees and other causes necessary to collect such damages. If anything is taken from the property by 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) removed.

MASSAGE AND OTHER SERVICES: With respect to any massage, bodywork, and ancillary services you or your guest may receive at The Yurtopian, you: a) acknowledge that massage and bodywork is provided for the purpose of relaxation and relief of muscular tension. If you experience any pain or discomfort during your appointment, you will inform the therapist so that the pressure or strokes may be adjusted accordingly, b) acknowledge that massage or bodywork should not be perceived as a substitute for medical examination, diagnosis, or treatment and that you should consult a qualified medical specialist for any condition of which you are aware, c) you acknowledge that our massage therapists are trained professionals. At all times you will adhere to state and ethical rules on draping and etiquette. The practitioner and the organizers maintain the right to terminate a bodywork and massage session at will with or without cause, d) have stated all your known medical conditions to the relevant therapist and answered all questions honestly, e) accept and voluntarily assume all risks of injury, damage, or harm which may arise during or as a result from my participation in massage or bodywork, f) release: a) your therapist, your therapist's employer and/or contractor, The Yurtopian Wimberley, LLC, The Yurtopian Dripping, LLC, and the direct and indirect agents and owners thereof, from any liability and harm related to your appointment, the massage, and any bodywork, and g) waive any liability of, The Yurtopian Wimberley, LLC or The Yurtopian Dripping, LLC in connection with massage, bodywork, and ancillary services received.

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.

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 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 the terms hereof or a payment request by The Yurtopian. Such cancellation will result in the forfeiture of all payments made in connection with the cancelled booking.

ASSIGNMENT BY THE YURTOPIAN: The Yurtopian reserves the right to assign all rights arising hereunder to any third party without the consent of the guest and without an obligation to provide notice of such assignment. No guest may assign rights hereunder without the consent of The Yurtopian.

For purposes of this agreement "The Yurtopian," "we," and "us" shall mean: (a) The Yurtopian Wimberley, LLC with respect to guests and licensees at 135 Winn Ranch Rd., Wimberley, Texas or with spa and/or picnic appointments or bookings at Becca Ger, Lena Ger, Sasha Ger, Cara Ger, Mila Ger, and Greta Ger, and (b) The Yurtopian Dripping, LLC with respect to guests and licensees at 7000 McGregor Lane, Dripping Springs, Texas or with spa and/or picnic appointments thereat (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 on behalf of you and your guests and licensees and, on behalf of same, waive any and all liability, claims, and/or privity of contract against any entity or person other than the Relevant Entity.