



THE YURTOPIAN
HILL COUNTRY RESORT

RENTAL AGREEMENT

Every guest is requested to observe and comply with the following terms to maintain the quality of the The Yurtopian accommodations and experience and to ensure that our guests have a pleasant and safe stay. If a guest does not comply with these terms The Yurtopian may choose not to permit further use of The Yurtopian premises.

CHECK-IN / CHECK-OUT: Check-in is permitted anytime 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 within 30 days of the arrival date, 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.

FALSIFIED RESERVATIONS: Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in.

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

SMOKING POLICY: This is a non-smoking property. Smoking is prohibited in the yurt, on the deck, or anywhere on the The Yurtopian property. Additionally, no candles or incense is allowed in the yurt. Any evidence of candles, incense, or smoking will result in a \$250 cleaning charge to your credit card.

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 / remediation 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. If we have to bring in extra cleaning staff after your stay, we will charge you an additional cleaning fee.

THE YURTOPIAN MERCHANDISE: Guests may not take any of the items provided with their rented premises without the prior permission of the owner. Certain Yurtopia or The Yurtopian 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 both the RiverBluff and Remote Hilltop yurts, in both Wimberley and Dripping Springs, additional guests staying or visiting, daytime or overnight without the written consent of the owner are PROHIBITED and will result in an additional \$500 charge per person to the credit card on file. No parties, gatherings or weddings are permitted without the consent of the owner. Guests may not use the premises for purposes other than lodging. Only guests of the RiverBluff yurts may access the Blanco River. Contact us at stay@theyurtopian.com if you have questions about this policy.

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.

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 Hilltop and RiverBluff as natural and private as possible for the benefit of all of our guests and for the respect of our neighbors. No events, parties or weddings are permitted on the premises without written permission.

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 or incendiary devices are permitted on The Yurtopian's properties.

PET POLICY / SERVICE ANIMALS: Unfortunately, pets and other animals are not allowed inside the yurt or anywhere on the The Yurtopian property at any time. If you have a service animal, you must contact us prior to arrival for details on how we can accommodate your needs. Guests arriving with pets will not be allowed to check-in and will forfeit all rental fees, taxes, and service charges.

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.

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 or others whom they invite to use the premises. **GUEST(S) AGREE TO INDEMNIFY THE YURTOPIAN AND ITS OWNERS TO THE FULLEST EXTENT ALLOWED BY LAW FROM AND AGAINST ANY LIABILITY FOR PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE SUSTAINED BY ANY PERSON INCLUDING ANY INVITEES OF GUEST(S).**

OTHER REIMBURSEMENTS: Guest(s) agree to reimburse The Yurtopian for all damages to the property caused by Guest(s) 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 we are 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 any such re-booking is made within one year of the original booking.

GIVEAWAY/PROMOTIONS: In no event may your booking or accommodation be transferred to a third-party (as a gift, resale, giveaway, promotion, or otherwise) without the consent of Yurtopia.

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 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 (6) When the Guest does not comply with a payment request by The Yurtopian.

By making a reservation, you agree to all terms and conditions listed above.