

TAKODA

WELLNESS RANCH

Guest Agreement, Waiver, & Acknowledgement

This Guest Rental Agreement constitutes a contract between the Guest(s) and Red Castle RE Ventures, LLC and Takoda Wellness Ranch, LLC, the Manager for the property Owner. Guest(s) hereby understands and agrees that rental agreement is non-negotiable. The Terms and Conditions herein may change without prior notice:

1. RESERVATION

PAYMENT REQUIREMENTS - A VALID CREDIT CARD MUST BE USED FOR INITIAL PAYMENT:

- A \$300.00 down payment is required on a credit card to secure reservation and will be credited towards total rental amount.
- Guest(s) understand that Manager will only accept reservations from responsible adults 25 years of age or above. Guest(s) whose name is on the reservation will remain responsible for all other Guest(s), children and/or visitors during entire rental of subject property.
- Balance must be paid in full thirty (30) days prior to arrival date. If the balance is not paid by this deadline, the reservation may be canceled by Manager and all monies collected will be forfeited by Guest(s).
- Preferred payment method of the balance is accepted by: PayPal, Debit, Visa or MasterCard.

RESERVATION CHANGES – Once a reservation is confirmed, it may be moved or rescheduled up until thirty (30) days before arrival.

CANCELLATIONS – All Cancellations must be completed in writing (Email or Certified Mail). Cancellations are not considered complete until Guest(s) receives confirmation email from Manager.

- Guest may cancel without penalty until up to 30 days prior to arrival date. After that, the \$300.00 down payment is nonrefundable.
- If Guest(s) cancels less than thirty (30) days prior to arrival date the Guest(s) entire payment will be forfeited.

SECURITY – The primary credit card or any other type of credit card provided for payment may be used as form of security in-lieu of refundable deposit. The Manager is authorized to charge this credit card for any Guest(s) requests, fines, fees and/or additional services due to guest neglect, misuse and/or damage.

RATES – Published rental rates do not include, taxes, cleaning fees, pet fees, Damage Protection Waiver, reservation fee or any additional requested services. Nightly rates are subject to change without notice based on season and/or occupancy levels. Once Guest(s) has secured a rate, it will not change unless the reservation is modified by the Guest(s).

TAXES – State and Local taxes of: 6% FL Transient rental tax, .5% FL Discretionary Tax, and 5% Hernando County Tax will be added to reservation nightly rate, as well as a cleaning charge and/or mandatory fees and charges. Optional services or pass-through charges collected on behalf of a vendor may be exempt.

SPECIALS, PROMOTIONS and DISCOUNTS – Manager may offer different types of savings. Any special, promotion or discount must be requested at the time of booking and will not be applied after reservation is confirmed or paid in full.



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DAMAGE PROTECTION WAIVER – Each reservation includes a non-refundable Damage Protection Waiver of \$60. This optional waiver is designed to protect the Guest(s) and Owner(s) from charges due to accidental damage only. The waiver can provide up to \$500.00 to repair accidental damages (beyond normal wear and tear). If any damages surpass \$500.00, additional charges will be applied to the credit card on file and written documentation will be sent to the Guest(s) of record. If damages are determined to be caused by the willful misconduct, misuse and/or pets, the Waiver will be voided on the grounds of intentional act(s), gross negligence, willful and wanton conduct by Guest(s) and/or Licensee of Guest(s) and/or visitor(s). These occurrences will result in the Guest(s) credit card on file being charged in full for any damages and management fees. The waiver does not cover any additional management fees and/or fines. All accidental damage must be reported to Red Castle RE Ventures or Takoda Wellness Ranch's office before guest(s) departure to qualify for protection.

PETS - Dogs are not allowed on the Ranch (the exception is registered service dogs who are trained to take a specific action when needed to assist a person with a disability. The task must be directly related to the person's disability). Guest(s) of record will be financially responsible for pet damage and extra cleaning fees if a pet is found on property. Evidence of an unauthorized pet will result in a \$500.00 fine, if more than one unauthorized pet an additional cleaning fee up to \$300.00 will be added to the fine.

CONFIRMATIONS – Reservation confirmation will be sent via e-mail to Guest(s). Please read the confirmation email for accuracy including occupancy dates, pricing, mailing address, phone/e-mail contact information and any other accommodation requests. Information changes and/or errors should be reported within 24 hours of confirmation.

REFUNDS – All eligible refunds will be issued to the credit card on file. Cash Refunds are not available. Refunds and/or rate adjustments are not made for any inconveniences. No refunds and/or rent reductions will be made due to failure of appliances and/or equipment, early departures, delayed arrivals and/or inclement weather.

- Any credit issued will be for no more than the original amount collected.

AVAILABILITY – If the property becomes unavailable prior to occupancy due to circumstances outside of Manager's control or prior knowledge due to major mechanical failure and/or loss of utility (electricity, gas, water), Manager reserves the right to reschedule, or issue a credit for future use before offering a refund. If there are not any comparable options, a full refund will be given without any penalties.

2. OCCUPANCY

CHECK-IN TIME IS 4:00 PM – Guest(s) may check-in directly at the property. Manager will use every resource available to have the property ready for guest occupancy at noted check-in time, however, Manager cannot guarantee the exact time of occupancy due to possible interruptions. No concessions, rate reductions and/or refunds will be made for postponed occupancy due to conflicts out of Manager's control.



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CHECK-OUT TIME IS 11:00 AM – Check-out is strictly enforced so that the Manager has adequate time to prepare the rental property for the next scheduled Guest(s).

ALL CHECK-OUT INSTRUCTIONS MUST BE COMPLETED PRIOR TO DEPARTURE. Failure to complete check out instructions will result in additional housekeeping charges.

EARLY ARRIVALS and LATE CHECK OUT – These options may be available upon request and should be pre-arranged. Guest(s) understands that these options are not guaranteed unless purchased in advance.

EXTENSIONS and HOLDOVERS - Guest(s) must contact the office as soon as possible to extend reservation or if Guest(s) has become held over for any reason. The current nightly rate will be added to the reservation for each additional night. Hourly hold overs will be charged \$50.00 per hour up to 2:00 PM and after 2:00 PM, the full nightly rate will apply.

OCCUPANCY – A LIST OF ALL OCCUPANTS (overnight Guests and Visitors) MUST BE INCLUDED WITH THIS AGREEMENT PRIOR TO OCCUPANCY.

- Advertised nightly and weekly rates are FLAT RATE PRICING. Guest(s) agree that no more than the number of authorized people shall occupy the property. If the rental property is occupied by more than the number indicated on the Confirmation, the violation will result in additional charges. Guest agrees to pay an additional \$50.00 per guest per night if additional guests occupy property without confirmed notification on reservation.
- A Visitor of the Guest(s) may occupy the property on a temporary basis only. Visitors may not occupy the property beyond 11:00 PM or stay overnight without being registered with the Manager and paying the additional guest charge. NO HOUSE PARTIES. If evidence of misuse or violation of this occupancy agreement is discovered at any time, the Guest(s) of record will be charged accordingly or immediately evicted.
- Special events are prohibited without prior arrangement and written authorization by manager.

ACCESS: DOOR CODE, GATE CODE – Our property is equipped with a gate and keyless entry to the house. Guest(s) will be issued a gate code and a door code on their Welcome Letter that will become active at their check-in time and deactivate at the time of check-out.

REPAIRS – SERVICE CALLS – EMERGENCY MECHANICAL FAILURE – Guest(s) must report any inoperative equipment or needed repairs to the Manager's office as soon as possible. If the office is closed, Guest(s) may call the after-hours help line provided at check-in for trouble shooting assistance. Non-Emergency maintenance requests will be addressed during business hours. Manager will make every reasonable effort to have repairs completed quickly and efficiently. Guest(s) understands and agrees that Manager, Manager's staff and/or Contractor of Manager, may enter the rental property at any reasonable time to make any needed repairs. Guest(s) understands and agrees that Manager cannot guarantee against mechanical systems failure during occupancy. No refunds, concessions and/or rate adjustments will be made for these unforeseen circumstances. Guest understands there is a minimum of \$50.00 or total cost of service call if a repair technician is requested and finds that the equipment is in working order and the problem was due to the Guest(s) oversight or user error.



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3. HOUSE & RANCH RULES

CLOSED GATES – Guests are reminded, there is **NO ENTRY** to occupied pastures where there are animals (horses, cows) when not accompanied by a Ranch Staff member. Gates are monitored for unauthorized access for the safety of our guests and our precious animal residents.

QUIET TIME – Guest agrees to keep noise to a minimum inside and outside the home from 10PM to 8AM. Sound can travel a long way in our hills and may disturb unseen neighbors. Guest will be allowed one warning before potentially being reported to the local authorities.

TRASH and LITTER – All trash must be bagged and placed in the trash cans or trash bins made available at the property. **There is a trash can to the right side of the front porch to place full kitchen bags in.** If the outdoor trash can is full, please contact Manager's office. If litter such as trash remnants, cigarette butts, cans, bottles, etc., are discovered after occupancy, an additional housekeeping fee and/or fine will be assessed and charged to the Guest(s) credit card of record.

FIREARMS, FIREWORKS and ATV's – These items are strictly prohibited for recreational purposes on the rental property. If any evidence is discovered that Guest(s) have used these items on the rental property, Guest(s) agrees and understands that they will be fined up to \$750.00 or more, depending on circumstances, per instance. Guest(s) will also be responsible to pay for and/or repair any damages associated with the use of these items. ATV's should **NOT** be used on the ranch property at any time.

SMOKING – **SMOKING IS NOT PERMITTED INSIDE ANY PROPERTY!!!** Smoking is only permitted outside, and cigarette butts should be disposed of in ashtrays and/or designated areas. \$500.00 minimum fine, or more, depending on circumstances, when smoking is discovered inside the house. All cigarette butts must be fully extinguished, bagged and placed in the outside trash can.

4. AMENITIES

ACCOMMODATIONS AND AMENITIES – All properties are privately owned, furnished and equipped by the Owner. As such, Manager cannot make any changes to the furnishings and/or equipment provided by the Owner. Each property is cared for by a team and/or individual housekeeper and is always inspected within at least twenty-four (24) hours of arrival and immediately after departure. If Guest(s) requires special appliances and/or equipment, please bring them or make arrangements with the Manager's staff prior to arrival. Under no circumstances shall furniture, bedding, mattress pads, utensils or any other items supplied with the rental property, to be taken out, transferred, moved and/or rearranged. In certain areas of each rental property, there may be locked locations used by the Property Owners for personal storage and/or housekeeping supplies. These areas are not included in this rental. Please do not move furnishings or tamper with locked areas. Such behavior will result in a fine starting at \$250.00 or more depending on circumstances.

LINENS and ADDITIONAL LINEN SERVICES – A full supply of linens is provided in each property. Bed linens and bath towels are not changed during your stay unless requested. Bath towels should not be removed from the property or used for the pond, beach, or cleaning purposes. Stained, misused, or missing linens are replaced at Guest(s) expense.



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START UP SUPPLIES – A starter supply of dish soap, toilet tissue, paper towels and trash bags are provided but are not replenished during stay.

SATELLITE, CABLE TELEVISION and ELECTRONICS –The Ranch has satellite(s) TV and Internet. Manager cannot guarantee any programs, events and/or subscription levels. Guest(s) should not attempt to use Pay Per View services, streaming services, or remove any locked channels or download movies over the internet. Under no circumstances shall Guest(s) disconnect and/or reconnect any electronics. Please do not tamper with this wiring or modify configuration to add a gaming system or other devices. Guest(s) will be responsible for technical service calls to reconfigure wiring.

TELEPHONE and INTERNET ACCESS – The property does not have a land line. The internet is Satellite and Manager cannot guarantee the speed or proper operation of this amenity.

GAMES – These additions are provided and are designed for everyone's enjoyment. Please respect the condition of these amenities and do not rough house or play hard with them. Children should always be monitored while using these amenities. Damage due to misuse will result in repair and/or replacement cost at Guest(s) expense.

GRILLS – The outdoor cooking grill uses propane. Propane grills should be turned off after each use. Never use charcoal in a propane grill or move the grill to any other location.

5. SAFETY

RESPONSIBILITY – Guest(s) shall survey home and become familiar with ALL exits, fire extinguisher locations, amenities, furniture placement and potential dangers. Guest(s) agree that Owner and Manager shall not be liable for damages arising from injury to persons or property, or loss of life sustained in or about the rental property and improvements thereon, or on the roads, fields, bodies of water or waterways located on or appurtenant thereto by any persons whatsoever.

6. WEATHER

INCLEMENT WEATHER – It is the Guest(s) responsibility to monitor the weather and road conditions prior to arrival. Guest(s) may contact the office to inquire about conditions understanding that the Manager cannot predict the weather and/or road conditions throughout the region.

- Manager will allow Guest(s) to reschedule prior to seventy-two (72) hours of arrival. If Guest(s) does not reschedule within this time frame, the agreement will not be changed or altered in any manner.
- If Guest(s) becomes held over, the full nightly rate will be charged for each additional night.
- It will become the Guest(s) responsibility to pay for any additional services requested.
- Guest(s) arriving during this time and checking in (acceptance of keys/taking occupancy of the property), understands they are proceeding at their own risk and should make the appropriate arrangements.



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- Guest(s) who do not show, turn around and/or depart early, will be voluntarily forfeiting the reservation.
- Guest(s) understands that power outages can occur at any time for many different reasons, inclement weather included, and that Takoda Ranch is not responsible for outages caused by forces out of Property Manager's control.

7. PROVISIONS

LISTING INFORMATION – Property information and listings are believed accurate but cannot be guaranteed. We have made every effort to ensure that all the information on the Manager's website(s) is current and accurate. The possibility of errors and omissions exists. Our staff will be happy to confirm all data and information or answer any questions.

INTERFERENCE – Neither Owner nor Manager shall be liable for events beyond their control which may interfere with Guest(s) occupancy, including but not limited to acts of nature, governmental agencies, fire, strikes, war, inclement weather and/ or construction noise from nearby sites. Circumstantially NO REBATES, CONCESSIONS OR REFUNDS will be offered.

RIGHT OF ENTRY – Guest(s) agrees that the Manager reserves the right to enter the rental property to conduct an inspection at any time, for any reason.

CONCIERGE and GUEST SERVICES – Manager has established relationships with service providers throughout the area. Cost of additional services can be added to Guest(s) final invoice and charged to Guest(s) credit card for ease of accounting on your vacation. These services can be verbally requested and confirmed in writing and/or elected on Takoda Wellness Ranch's website by Guest(s) before being charged. Once a request for additional services has been made and the Guest(s) reservation has been confirmed and/or additional services have been rendered by Manager's office, all charges are final and non-refundable. Service providers will be responsible for any liability, refunds and/or gift certificates. Manager will not be held responsible for any misstatements by Guest(s). Manager's office assumes no responsibility for incorrect dates, times, e-mail addresses and/or any other incorrect information provided to us by Guest(s). Excursions and Services are reserved "as is" on the date and times requested by Guest(s). Manager(s) will not be held responsible for injuries, death, loss of personal effects and/or late arrival of Guest(s) to pre-reserved bookings.

INDEMNIFICATION and HOLD HARMLESS – Guest(s) agrees to indemnify and hold harmless the Owner and Manager(s) for any liabilities, theft, damage, cost and/or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Guest(s) use and occupancy of the rental property. This is including, but not limited to, any claim or liability for personal injury and/or damage and/or theft of property which is made, incurred and/or sustained by Guest(s). The terms "Manager" and "Owner," as used in this Agreement, shall include their heirs, successors in interest, assigns, employees, Managers and Representatives where the context requires or permits. The terms "Guest(s)," "Licensee of Guest(s)," as used in this Agreement, shall include Guest(s) heirs, successors, assigns, Guest(s), invitees, representatives and any other persons on the rental property during Guest(s) occupancy (without regard to whether such persons have authority under this Agreement to be at the rental property), where the context requires or permits.



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• **VIOLATING COUNTY, CITY ORDINANCES or TERMS OF THIS AGREEMENT and EXPEDITED EVICTION** – Guests agrees to abide by all county and/ or city ordinances which obligate(s) the occupant to abide by all of the requirements of the (Short-Term Rental) ordinance, and other City ordinances, state and federal law, and that such a violation of any of these rules may result in the immediate termination of the agreement and eviction from the premises, as well as potential liability for payment of fines levied. At any time, the Manager may terminate this Agreement if Guest(s) violates any of the conditions set forth herein. Upon notice of termination of this Agreement, Guest(s) shall vacate the premises immediately and forfeit all rents. A material breach of this Agreement by Guest(s), which is in sole determination of the Manager(s), results in damage to the Premises, personal injury to Guest(s) or others, a breach of the peace, a nuisance to others and/or a violation of criminal law or local code, shall be grounds for termination of Guest(s) tenancy. Violation of any of the rules contained herein will result in **IMMEDIATE EVICTION AND FORFEITURE OF RENT.**

DENYING PAYMENT, ADDITIONAL FEES and/or FINES – If Manager must obtain legal advice or counsel for matters arising from payment discrepancy involving a Guest(s) or Vendor Payment(s) such as a credit card company, Manager(s) will seek rightful payment and/or collection. If disputes are transferred from Manager's office to a collection team and/or attorney, Guest(s) of record will become responsible for all charges proved to be their responsibility including cost of collection and/or legal services.

DISPUTES – This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida and shall be treated as though it were executed in the County of Hernando, State of Florida. Any action relating to this Agreement shall be instituted and prosecuted only in the Hernando County, Florida. Guest(s) specifically consents to such jurisdiction and to extraterritorial service of process.

8. ACCEPTANCE and CREDIT CARD GUARANTEE

Upon submitting a reservation over the internet or by phone, Guest(s) has entered into a binding contract outlined by the Terms and Conditions of this Agreement. Upon submission, Guest(s) are authorizing "Red Castle RE Ventures, LLC and Takoda Wellness Ranch, LLC" to bill charges relating to the rental and use of property. Guest(s) accepts and understands that all liability and costs associated with damage due to Guest(s) negligence, misuse of property and/ or missing items is Guest(s) responsibility. Additional charges will be billed to the Guest(s) credit card on record or submitted for collections through Hernando County system if payment is declined. All credit card sales are final. Guest(s) understands and agrees to the Cancellation policies and Refund policies outlined herein.

THE AGREEMENT MUST BE SIGNED AND RETURNED PRIOR TO GUEST OCCUPANCY. ALL CANCELLATIONS MUST BE MADE IN WRITING: E-MAIL or CERTIFIED MAIL. Reservation must be paid in full by 30 days prior to arrival date. There are no refunds for cancellations within 30 days or less of arrival date.

Email: info@takodawellness.com, 24280 Powell Rd., Brooksville, FL 34602, Phone: 352-448-2460

GUEST UNDERSTANDS THE HOME IS LOCATED ON A WORKING HORSE & CATTLE RANCH WHICH PRESENTS A VARIETY OF HAZARDS. DO NOT ENTER PASTURES/WORKING AREAS UNLESS ESCORTED BY A STAFF MEMBER.

Dated: _____

Name:

