

## **GUEST AGREEMENT**

This Overnight Guest Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between DWD Longhorns, LLC as a lessee of Davis Family Properties, Ltd. (hereinafter collectively "Landlord"), with an address of 3361 C. R. 211, Hondo, Texas 78861, and \_\_\_\_\_ (hereinafter "Guest") (whether one or more, and including all members of Guest's group or party, hereinafter "Guest Group), with an address of \_\_\_\_\_ . Guest will provide the written names and addresses of all guests in his Guest Group allowed to visit the Property. Landlord will allow up to eight (5) guests to visit the Property.

This Guest Agreement provides Guest and all members of Guest's Group a license to enter onto the real property described as Seco Valley Ranch consisting of 1883 acres located in Medina County, Texas (hereinafter "the Property"), for the sole purpose to participate in the following agro-tourism activities including writing and reading, Plein Air painting, birdwatching, wildlife photography, horseback riding (BYOH), off-trail hiking, and viewing of original Texas Longhorn cattle.

This license grants Guest, and those persons specifically named in the Exhibit A named "Guest Group" attached hereto (collectively "Guest"), the use of the Property as described above. This Agreement grants no other interest in the Property other than the license specifically granted herewith.

In consideration of the grant of license from Landlord to Guest as set forth herein, Guest agrees to pay Landlord the lodging rate of \$300 per night with a two-night minimum. Cabin reservation is recommended as many months in advance as possible due to Landlord's travel schedule. Unavailable dates will be blocked.

Guest and all members of Guest's Group agree to comply with the following conditions and restrictions pertaining to Guest's use of the Property. Guest acknowledges that the conditions and restrictions set forth herein are vital to the safety and well-being of Guest or Guest's Group, other allowed users of the Property, adjoining landowners and users, and the livestock and game and ecology of the Property, and that failure to follow the conditions and restrictions herein will or may cause a dangerous, unsafe and environmentally destructive condition. Guest agrees that a violation of the following restrictions shall allow Landlord, in Landlord's discretion, to immediately terminate Guest's license as set forth herein, and to remove Guest from the Property. Based on same, in addition to all other terms of this Agreement, Guest agrees to the following conditions:

1. To obey all laws, regulations, rules, and ordinances, (collectively "Laws") of the use of public and private lands, of the County of Medina, State of Texas, and of the United States Department of the Interior. No hunting or

trapping of any animal is allowed.

2. To not create, or to allow the creation of, a nuisance, or allow any waste, injury, or destruction to the Property, livestock, game and wildlife and all items on the Property.

3. To not use, or allow the use of, the Property for any purpose other than set forth in the use declaration above.

4. To not leave litter, trash, debris, and other materials on the Property.

5. To not construct any improvement, blind, stand, cover, or other like item of a permanent nature, without Landlord's written permission therefore.

6. To not allow any person other than specifically set forth herein to visit, camp, or otherwise use the Property.

7. To not alter, or allow the alteration of any part of the Property, or any improvements on the Property. This includes leaving closed gates closed and open gates open for the safety of the livestock.

8. Landlord makes no restrictions on licensed carry of a handgun but loaded long guns are not permitted. Guest agrees to not allow the discharge of any firearm or other weapon, such that the projectile will cross any boundary of the Property, and to not cross the boundary of the Property with any loaded firearm. The Guest further agrees not to allow plinking (indiscriminate shooting at animals, non-game species, varmints, birds, other wildlife, targets, cans or other objects).

9. Guest recognizes that Seco Valley Ranch is a working ranch and runs cattle, domestic animals, residential and other operations and agrees not to interfere with such operations. Guest further agrees not to disturb, harass, shoot, or otherwise harm any livestock or domestic animals maintained on the Property.

10. To leave all fences and gates as found in their then condition, open if found open and closed if found closed; to enter the Property only through those gates as instructed by Landlord, and to not place any locks on gates and fences not expressly approved by Landlord.

11. Where applicable, to drive only on established paths and roads, and to not drive over fields and/or rangeland.

12. For purposes of photography, wildlife viewing or painting, Guest accepts all existing deer blinds, feeders and equipment in AS-IS condition, with all faults, dangerous conditions, and attributes, whether known to Landlord and/or Guest or Guest's Group or not. Landlord makes no warranty regarding the suitability or condition of existing deer blinds, feeders or other equipment.

13. Landlord shall pay all propane, electrical and water costs, and agrees to provide and maintain potable water at the Guest cabin. Landlord also agrees to maintain the structural integrity of the Guest cabin.

14. Guest shall police cabin, observe proper sanitary precautions, cooperate in the prevention of brush, grass, or other fires on the Property, and commit no breach of the peace. Guest will verify that there is not a

County burn ban in effect before starting any outdoor fire or campfire.

15. Children under the age of 18 must be supervised by an adult at all times to ensure their safety.

16. Each Guest, or Guest's family member shall execute a Hold Harmless and Indemnification Agreement ("Release") before arriving at the Property. The form is attached as Exhibit B. Release form will be emailed in advance to debwd@dwdlonghorns.com.

17. To follow Seco Valley Ranch's Guest guidelines, attached as Exhibit C.

Guest and all members of Guest's Group agrees to indemnify and hold Landlord harmless from all actions, claims, judgments, lawsuits and cross or counter claims, whether brought by Guest, any persons affiliated with Guest or Guest's Group, or any third parties, resulting from Guest's license and use of the Property, including Landlord's costs of suit and attorney's fees. Guest and all members of Guest's Group assume all risk and agree to execute and deliver to Landlord an indemnification agreement in a form acceptable to Landlord before Guest and/or any members of Guest's Group shall be allowed to use the Property as set forth in this Agreement.

In the event Guest or Guest's Group makes any alterations or places any additions on the Property, any such alterations and/or additions shall become the property of Landlord and shall be deemed attached to the land. Guest shall remove any alterations and/or additions made without the express written consent of Landlord if so requested by Landlord.

Fifty percent of the total reservation fee is due to hold your reserved dates. This amount is fully refundable up to fourteen days in advance of your stay. The balance of your reservation fee is due fourteen days prior to your arrival. This license is not assignable, and any purported assignment without Landlord's consent is without force and effect, shall be null and void, and shall not operate to create any rights in any purported assignee in and to the Property. However, Landlord shall not unreasonably withhold consent to any assignment if such proposed assignment is based upon Guest's inability to use this license due to illness or other problems which would defeat Guest's use of this license. However, nothing herein shall allow Guest to assign or resell this license for a profit. Landlord's consent to any assignment is expressly contingent on Guest assigning and paying to Landlord any payment and compensation received by Guest from any assignee of this license.

Guest or Guest's Group expressly acknowledges that Guest's use of the Property is non-exclusive with respect to the grazing of livestock, agricultural use, and other uses by Landlord or any party affiliated with Landlord. Guest or Guest's Group agrees to not impair, destroy, threaten, or injure such other uses.

This Agreement creates no rights into any sub-surface minerals,

ground water, materials or deposits. Guest expressly agrees Guest or Guest's Group will not engage in any mining, artifact hunting, extraction, withdrawal, or other removal of any sub-surface materials whatsoever.

Landlord may enter onto the Property for normal maintenance and repairs, for Landlord's own use, and for purpose of inspecting the Property to ensure Guest's compliance with the terms and condition of this Agreement.

Landlord expressly disclaims any warranty of fitness or merchantability with respect to the Property, and Guest takes the Property AS-IS, with all faults, dangerous conditions, and attributes, whether known to Landlord and/or Guest or Guest's Group or not

The Property consists of mostly undeveloped and untamed land, including but not limited to possible brush, boulders, watersheds, flood zones, flammable material, ravines, caves, holes, rivers, poisonous animals and insects, bats, and predatory wild animals, all of which may be dangerous, harmful or fatal to humans and to property. Guest or Guest's Group acknowledges such potentially dangerous conditions, assumes all risk and liability associated with same, and agrees that Landlord will have no liability whatsoever with respect to any illness, injury, death or destruction to Guest or Guest's Group or Guest or Guest's Group's property. Guest or Guest's Group acknowledges that although Landlord may have a greater knowledge of the Property than Guest or Guest's Group, that it is impracticable and impossible for Landlord to list and/or to physically show Guest or Guest's Group each and every possible hazard on the Property which is unknown to Guest or Guest's Group, and Guest or Guest's Group enters onto the Property despite same and at Guest or Guest's Group's own risk and without liability to Landlord.

In the event either Landlord or Guest or Guest's Group files any suit or other legal proceeding against the other to compel compliance with any term(s) of this Agreement, to prevent or stop a breach of this Agreement, to obtain a judicial interpretation of the terms of the Agreement, or for any other reason, the prevailing party in such suit or proceeding shall be entitled, in addition to its damages and costs of suit, reasonable legal fees as determined by the court.

Any suit, action or legal proceeding shall be maintained in Medina County, Texas. This Agreement, and all rights and obligations resulting therefrom, shall be interpreted and determined under the laws of Texas.

This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous written and/or oral agreements pertaining to the license created herein. Any modification, alteration, or supplement to this Agreement shall, to be effective, be in writing and signed both parties. Any writings and/or notices shall be delivered to Landlord and Guest, first class mail with postage prepaid, at the respective addresses set forth above, or such other address as each party may, from time to time, instruct the other party in writing.

This Agreement is effective on the date as written above.

**Landlord:**

DWD Longhorns, LLC

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By: Debbie Davis, General Manager

**Guest:**

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By:

**EXHIBIT A  
GUEST GROUP**

**EXHIBIT B**

**Hold Harmless and Indemnification Agreement**

\_\_\_\_\_. hereinafter referred to as "Guest" is granted temporary access to the Seco Valley Ranch ("Property") in Medina County, with an address of 3361 C.R. 211, Hondo, Texas 78861, Agreement by DWD Longhorns, LLC ("Landlord"). The Guest and the Guest's

party listed below is granted access to the Property for the time period beginning \_\_\_\_\_ and ending \_\_\_\_\_ . As part of the consideration for being granted the right to come upon the Property, Guest hereby agrees as follows:

**AGREEMENT AND WARNING: I UNDERSTAND AND ACKNOWLEDGE THAT AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES. I UNDERSTAND THAT I HAVE ACCEPTED ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES.**

Guest acknowledges and understands that no warranty, either expressed or implied, is made by the Host as to the condition of Property or any roads, buildings, gates, or other improvements located thereon. This document is sufficient warning that dangerous conditions, risks and hazards, both natural and man-made, do exist on the Ranch. Guest's presence and activities on the Ranch expose both Guest and Guest's property to dangerous conditions, risks and hazards, including but not limited to poisonous snakes, insects and spiders; Guest stands and blinds; rocks, erosion and general condition of the land, both on and off roadways and trails, creating rough, hazardous and dangerous driving, riding and walking conditions; animals both wild and domestic that may be diseased and/or potentially dangerous; rapidly rising and rushing water in creeks and arroyos; and persons with firearms on and off the Property.

1. GUEST AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS AGAINST ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES, including reasonable attorney's fees for the defense thereof, arising from Guest's or Guest's family members' activities on or around the Property at any time, EVEN IF the claim, demand, damage, cost or expense is CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF LESSOR.
2. GUEST FURTHER RELAGREEMENTS LESSOR FROM ALL LIABILITY Lessor may otherwise owe to Guest, his heirs, survivors, beneficiaries, or assigns FOR ANY PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that Guest suffers while on the Ranch at any time. This Release applies to all injuries or damages which may be suffered by Guest, his heirs, survivors, beneficiaries, or assigns, EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF LESSOR. This liability Release also applies to claims and causes of action for injuries to or the death of any of Guest's family members.
3. Guest acknowledges that activities on rural property such as the

Property can result in injury or property damage to the person doing those activities as well as others. The many possibilities and sources of injury or damage are acknowledged by Guest, and he or she comes upon the Property with full knowledge of such hazards.

4. The term "Landlord" used in this agreement also covers and includes Davis Family Properties, Ltd., Davis Family GP, LLC and their respective partners, agents, employees, representatives, family members, heirs, devisees, and beneficiaries, as well as any other persons or entities for whom any one of them is acting as an agent or trustee, and any other person or entity owning any interest in the Property, all of whom are included in this Release and Indemnification Agreement.
5. Guest has read this document and understands it. He or she is signing it freely and voluntarily. The provisions, covenants, conditions and indemnities contained in this Release shall survive the term of Guests' stay at the Property. As used in this Release, the term "Guests" include any children or pets in Guests' care and all persons named in Guests' party while on the Property. This Agreement is fully performable in Bandera, Kendall, and Kerr Counties, Texas. If any minors are in Guest's party, the adult Guest agrees to be responsible for the safety and actions of such minors.

In signing this Agreement, Guest represents and warrants that (a) Guest have knowingly and willingly entered into this Agreement and become bound by its terms and conditions; (b) Guest has had ample opportunity to read this Agreement and has done so and understands and voluntarily agrees to each term of the Agreement; (d) no representations or statements have been made to Guest about the safety of the Guest's experience on the Property; (e) Guest has not been induced to sign this Agreement by the statement or conduct of any person; (f) Guest is under no duress or requirement to sign this Agreement; and (g) Guest has the mental competence to understand and enter into this Agreement.

The undersigned Guest further represents and warrants that he or she has the authority to sign this Agreement for each minor or other Guest listed below.

## **EXHIBIT B**

### **Hold Harmless and Indemnification Agreement (Continued)**

The terms and conditions of this Agreement, including its Release and

indemnification provisions, are binding upon the heirs and assigns of the Guest and inure to the benefit of the successors and assigns of the Host.

DATED AND SIGNED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Guest Signature:\_\_\_\_\_

Name (print):

\_\_\_\_\_

Address: \_\_\_\_\_ City

\_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Email:

\_\_\_\_\_

Member's of Guest's Party:

\_\_\_\_\_

Signature

Name (Printed)

\_\_\_\_\_

Signature

Name (Printed)

\_\_\_\_\_

Signature

Name (Printed)

\_\_\_\_\_

Signature

Name (Printed)

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Signature  
Name (Printed)

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Signature  
Name (Printed)

Please email Release to:

Debbie Davis  
debwd@dwdlonghorns.com

**EXHIBIT C  
SECO VALLEY RANCH  
GUEST GUIDELINES & HOUSE RULES**

1. No smoking is allowed inside the lodge. All cigarette butts must be picked up and properly disposed of. Please do not empty ashtrays or place cigar or cigarette butts in the indoor garbage cans. Under no circumstances should any smoking material be tossed on the ground while Guests are in the pastures (even if extinguished), they should instead be placed in a pocket and deposited in the outdoor trash.
2. Sheets and towels are provided in the guest cabin. Laundry facilities are available for Guest use. Upon departure, please leave beds unmade and place all used towels in the laundry room. Maid service is not available during your stay. We appreciate Guests cleaning their dishes and request no perishable food be left by Guests. Trash should be bagged and placed in the outdoor can or in the dumpster by the front gate to the Property. You are sharing this residence with the occasional visit from barn cats that have access through a cat door in the window near the HV/AC unit. Their job is to control the mouse population in the cabin. We do not make any special accommodations for persons allergic to cats.
3. Fire and EMS service is a minimum 45 minutes-drive from the Property. Life threatening emergencies should be referred to AirLife in San Antonio. They may be called directly (800) 247-6428, and given our GPS coordinates (Lat 29.542, Lon. -99.359). The patient will be picked up in the open pasture to the south of the guest cabin. Flight time from take-off in San Antonio is approximately 20 minutes. Payment of all fees is the responsibility of the family of the patient in flight within 30 days of receipt of the AirLife bill. The nearest hospital for non-life threatening injuries or illnesses is Medina Community Hospital in Hondo but we do not recommend this hospital. Sid Peterson Hospital in Kerrville has an excellent reputation

as does Franklin Clinic Urgent Care in Kerrville.

4. Any person violating the laws of the state of Texas will be escorted off the Property and will forfeit all rights and fees.

5. Please remove your shoes before entering the cabin. We recommend guests bring a favorite pair of house-shoes for indoor wear.

6. Our tap water is fine for drinking but contains high levels of Calcium. To prevent scale build-up, please only use bottled water or water from the reverse osmosis tap to fill the ice-maker, coffee-maker and hot water kettle.

7. The kitchen counter-tops are made of a soft composite material that easily scratches. Please use cutting boards. Never cut food directly on the counter surface.

8. Please reserve the stoneware dishes for indoor use only. They are microwave and dishwasher-safe but not oven-safe. For outdoors, please only use Melamine plates and Tritan plastic stemware. Please do not use any plastic in the microwave.

9. Outdoor use towels are in the laundry room cabinets.