

SHORT TERM VACATION RENTAL AGREEMENT

This **SHORT TERM VACATION RENTAL AGREEMENT** (“Agreement”) is entered into between H&B Properties, Inc., a Texas corporation ("Owner") and the persons identified in paragraph ___ of the Recitals below (each a "Responsible Guest") effective the latest of the dates it is signed by all parties, and received by Owner.

PREMISES AND PARTICULARS

A. Owner is the record owner of the historic NAN Ranch located in Grant and Luna Counties, New Mexico, whose lengthy legal description is available on file in ranch offices: (the "Ranch"). Owner's address, telephone number, and e-mail address are, H&B Properties, NAN Ranch, P.O. Box 94, Faywood, NM 88034; 575-536-3804; nanranchllc@gmail.com. The Ranch offers the following accommodations: the Rancher's House, the Lodge, Patio Apartment 1, Patio Apartment 2, Bunk House Cabin 1, Bunk House Cabin 2, and Center Bunk House Cabin. Descriptions, with photographs, of the various accommodations are available at the website www.nanranch.com.

B. This Agreement governs the following accommodations: _____ (the "Premises"). With such accommodation, the Responsible Guest(s) and members of his, her, or their party [] may [] may not use the pool area. Use of the pool and pool area is subject to the Terms and Conditions of Use and Occupancy available at [website address] or as may be otherwise physically posted at the Ranch (the "Terms and Conditions"), and shall be at the sole risk of the user.

C. This Agreement is between Owner and each of the persons identified on the lines below and who have signed this Agreement (each a “Responsible Guest”):

(1) _____;
NAME, MAILING ADDRESS, DOB, TELEPHONE NUMBER, AND E-MAIL ADDRESS

(2) _____;
NAME, MAILING ADDRESS, DOB, TELEPHONE NUMBER, AND E-MAIL ADDRESS

(3) _____.
NAME, MAILING ADDRESS, DOB, TELEPHONE NUMBER, AND E-MAIL ADDRESS

(4) _____; and
NAME, MAILING ADDRESS, DOB, TELEPHONE NUMBER, AND E-MAIL ADDRESS

(5) _____.
NAME, MAILING ADDRESS, DOB, TELEPHONE NUMBER, AND E-MAIL ADDRESS

D. The only other persons authorized to occupy the Premises (“Other Guests(s)”) are as follows:

(1) _____;
NAME, DOB, AND RELATION TO ADULT RESIDENTS

(2) _____;
NAME, DOB, AND RELATION TO ADULT RESIDENTS

(3) _____
NAME, DOB, AND RELATION TO ADULT RESIDENTS

(4) see list of additional authorized guests attached hereto.

E. Subject to pre-payment of the rental charges, the pet fee (if any), and the security deposit, and full compliance by Responsible Guests with the terms of this Agreement as well as the Terms and Conditions (which are incorporated herein by reference), Owner shall deliver possession of the Premises to Responsible Guest(s) commencing at _____ [time] on the _____ day of _____, 20__ ("Check In"). Unless otherwise agreed in writing, the period of occupancy for the Premises shall be from Check In to _____ [time] on the _____ day of _____, 20__ (the "Check Out"), at which time Responsible Guest(s) shall restore possession of the Premises (and all Owner-provided personal property) to Owner free of all personal property of Guests, garbage, and refuse, and in as clean a condition as it was at Check In (reasonable wear and tear excepted), and shall return all keys and other access devices.

F. The rate for the occupancy during the period between Check In and Check Out shall be \$ _____ plus gross receipts and any other applicable tax, and shall be paid in full in advance by credit card or in such other manner agreed to by Owner. Should Responsible Guest not restore possession of the Premises to Owner at Check Out, the per day occupancy rate thereafter shall be \$ _____ plus gross receipts and any other applicable tax, which each Responsible Guest hereby authorizes Owner to charge to such Guest's credit card on a daily basis. Unless otherwise agreed in writing, holdover rent shall be \$ _____ per night (with a check out time of 11:00 a.m.) plus applicable taxes.

G. For an additional non-refundable fee of \$ _____, and subject to the terms of this Agreement, the following pet(s), and only the following pet(s), is(are) allowed on the Premises (no fee shall apply to a service animal):

(1) _____; and
TYPE and CHARACTERISTICS

(2) _____
TYPE and CHARACTERISTICS

OR

No pets are allowed.

H. Pre-payment of a **SECURITY DEPOSIT** in the amount of \$ _____ is required.

I. Responsible Guests hereby authorize Owner to charge the following credit card(s) for all charges incident to their anticipated stay at the Ranch including occupancy charges, security deposit, pet fee, cleaning fee, incidentals, and applicable taxes:

Type of card: _____ Name on card: _____

Billing address: _____

Credit card number: _____

Expiration Date: _____ CVV (Security) Code: _____

Type of card: _____ Name on card: _____

Billing address: _____

Credit card number: _____
Expiration Date: _____ CVV (Security) Code: _____

J. Responsible Guests and Other Guests shall be generally referred to herein as a Guest or Guests. Owner and the Responsible Guests will be referred to herein as “the parties.”

AGREEMENT

NOW, THEREFORE, based on the foregoing premise and particulars, which are incorporated herein by reference, and which are contractual in nature and not mere recitals, and for and in consideration of the covenants and agreements set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Rental Of Premises.

A. Subject to the provisions set forth above, Owner hereby rents to Responsible Guest(s), and Responsible Guest(s) hereby rent from Owner, the Premises to be used and occupied only on the terms and conditions set forth herein or as otherwise provided by law.

B. The following items shall be provided by Owner (check if applicable):

- | | |
|---|---|
| <input type="checkbox"/> refrigerator | <input type="checkbox"/> window screens |
| <input type="checkbox"/> range/oven | <input type="checkbox"/> screen door(s) |
| <input type="checkbox"/> window coverings | <input type="checkbox"/> dishwasher |
| <input type="checkbox"/> fire extinguisher | <input type="checkbox"/> interior light fixtures |
| <input type="checkbox"/> door key(s) | <input type="checkbox"/> built-in/attached speakers |
| <input type="checkbox"/> decorative mirrors | <input type="checkbox"/> audio components |
| <input type="checkbox"/> furnishings | <input type="checkbox"/> towels |
| <input type="checkbox"/> bedding | <input type="checkbox"/> kitchen utensils |
| <input type="checkbox"/> washer | <input type="checkbox"/> dryer |

2. Term Of Tenancy.

The term of the tenancy created by this Agreement shall commence at Check In and end at Check Out.

3. Rent.

Base rent for the stay shall be as specified in Paragraph ___ of the Premises and Particulars section of this Agreement as set forth above. Holdover rent shall be as specified in such paragraph. In addition to rent and other charges, each Responsible Guest shall be responsible for payment of all applicable taxes, and all damage to or loss of the Premises, personal property supplied by Owner, or other portions of the Ranch caused by any Guest.

4. Security Deposit.

A. In addition to the other monies identified in this Agreement, Responsible Guest(s) shall pay the security deposit as specified in Paragraph ___ of the Premises and Particulars portion of this Agreement. The security deposit may be used by Owner at the termination of the tenancy to satisfy any rent or other charges owed by Responsible Guest(s) to repair any damage or loss caused by any Guest to any portion of the Premises, any personal property supplied by Owner, the Ranch, or the surrounding area. The deposit shall not accrue interest. Any unused portion of the security deposit will be returned to Responsible Guest(s) within thirty (30) days after the Premises has been vacated and Owner has actual notice of same. Each Responsible Guest hereby irrevocably appoints each of the other Responsible Guests as his or her duly authorized agent for purposes of receiving the refund of any portion of the security deposit or any written itemization of deductions from the security deposit.

5. Utilities.

A. The following utilities shall be provided by Owner at no additional charge to Responsible Guest(s):

- water;
 - sewer;
 - electricity;
 - natural gas or propane (if the Premises are plumbed for natural gas);
 - cable connections or service;
 - WiFi connection or service (provided however, no guarantee is made concerning the reliability or continuity of the connection, and subject to additional charges in certain accommodations);
- and
- trash collection (residents shall place all trash in trash receptacles provided by Owner, not on the ground in the vicinity of such receptacles).

B. For an additional fee as may be posted, and at the request of a Responsible Guest, Owner will provide firewood for use at those accommodations that have a fireplace or wood-burning stove.

6. Acceptance, Use, And Maintenance Of The Premises.

A. **Acceptance Of Premises.** Each Responsible Guest acknowledges and agrees that all items provided by Owner as set forth in Paragraph 1(B) above are present in the Premises and each Responsible Guest agrees that the Premises are clean and habitable, and its appliances and systems in good working order and operating condition **unless, within six (6) hours of Check In, Responsible Guest(s) shall have delivered a written statement to Owner specifying any missing items that Owner agreed to provide, any conditions Responsible Guest(s) believe(s) make the Premises not habitable and identifying any appliance or system that Responsible Guest(s) assert(s) is broken, defective, or not in good working order and operating condition.** Should Responsible Guests fail to provide a written statement as provided herein and within the time specified herein, it shall be conclusively presumed that the Premises were habitable and acceptable to Responsible Guests as of Check In, that all appliances and systems were in good working order and operating condition, and that all items Owner agreed to provide were present in the Premises. Each Responsible Guest acknowledges and agrees that no representation, statement, or warranty has been made by Owner as to any condition or improvement. Each Responsible Guest shall notify Owner in writing immediately upon discovering a condition in the Premises which the Responsible Guest believes is unsafe, or constitutes a violation or breach of Owner's obligations under this Agreement, or is in need of repair.

B. Use And Maintenance Of The Premises. Each Responsible Guest agrees to use the Premises only for the purpose for which it is rented herein and in accordance with this Agreement. Each Responsible Guest further covenants and agrees to maintain the Premises in a clean, orderly, safe, and sanitary condition, free of trash, junk, pet excrement, refuse, nuisances, or conditions that threaten or tend to threaten the health or safety of anyone, and in a manner or condition which is aesthetically pleasing. The Premises shall be used and occupied in accordance with and subject to posted "Terms and Conditions" which are incorporated herein by reference and constitute a part of this Agreement. No Responsible Guest shall permit any use of the Premises which is inconsistent with or contrary to this Agreement or the Terms and Conditions, or which is illegal. No business may be conducted from the Premises.

C. Guest shall allow Owner reasonable access to the Premises for repair and maintenance.

7. Pets.

All pets when outside of the accommodation must be kept on a leash. In no event shall pets be left unattended outdoors or outdoors overnight. Guests shall immediately pick up and dispose of properly all droppings from his/her/their pets. Guests shall not allow their dogs to bark; dogs that bark excessively in the opinion of the Owner shall be removed by Responsible Guests from the Ranch. Each Responsible Guest assumes all liabilities, of any nature whatsoever, which may arise from owning, keeping, or maintaining a pet within the Premises, the Ranch, or the surrounding area, and, to the fullest extent permitted by law, **agrees to indemnify, defend, and hold harmless Owner (and its employees and agents) from any and all claims, damages, liability, losses, and attorney fees incurred by Owner relating to or arising from any pets** owned, kept, or maintained by any Guest, or otherwise allowed by a Responsible Guest to be or remain in the Premises, the Ranch, or the surrounding area.

8. Parking.

Unless otherwise agreed by Owner, no Guest shall park, or allow others to park, any motor vehicle except in designated areas.

9. Terms and Conditions.

As indicated above, the Terms and Conditions are incorporated herein by reference and form part of this Agreement. Owner may adopt, alter, amend, or modify in the future the Terms and Conditions, which may be posted on or about the Premises and on a website or websites on which accommodations at the Ranch are advertised. Each Responsible Guest hereby agrees to comply with all such Terms and Condition as they may be amended from time to time. Each Responsible Guest acknowledges and agrees that he or she is responsible for ensuring that all Guests in the Responsible Guest's group comply with such Terms and Conditions. Failure of any Guest to abide by the Terms and Conditions shall constitute a breach of this Agreement. Should there be any inconsistency between a term of this Agreement and a Term and Condition, this Agreement shall control.

10. Authorized Occupants.

A. Without the express written permission of Owner, only those persons identified above as a Responsible Guest or Other Guest may occupy the Premises. Responsible Guests shall not allow, permit, or suffer any other person to occupy the Premises. Any person not authorized in writing by Owner to occupy the Premises shall be considered a trespasser.

B. Each Responsible Guest represents and warrants to Owner that any and all children that may occupy the Premises or are a Guest will be well-behaved, will be supervised by an adult at all times while on the Premises, and will be restrained from activities constituting a nuisance or disturbance of other guests.

C. The following terms also apply:

(1) Each Responsible Guest is and shall be jointly and severally liable for payment of all rent and other charges identified herein.

(2) Each Responsible Guest is and shall be jointly and severally responsible for ensuring that the obligations of the "Responsible Guests" set forth herein are carried out.

(3) Each Responsible Guest may be held responsible by Owner for the violation of any provision of this Agreement by any of the other Responsible Guests or Guests.

(4) Each Responsible Guest is responsible for ensuring that the Other Guests comply with this Agreement and the "Terms and Conditions," and shall be liable to Owner for any failure to so comply.

11. Modifications And Alterations. No Guest shall make any modification or alteration to any portion of the Premises.

12. Assignment Or Subletting. No Responsible Guest may assign or transfer this Agreement, or the tenancy created hereby, nor sub-lease the Premises, in the absence of prior written approval by Owner, which authorization may be withheld in Owner's sole discretion.

13. Venue and Governing Law.

The exclusive venue for any civil action arising out of a reservation, occupancy or use of the accommodations, the Rental Agreement, the Ranch, or the surrounding area, the provision of services at the Ranch (whether by the Ranch or third-party providers), these terms and conditions, or the Release shall be Luna County, New Mexico, (if suit is brought in state court) or Dona Ana County, New Mexico (if suit is brought in federal court). Any suit or other proceeding shall be governed by the substantive law of the State of New Mexico without regard to the conflict of laws law in New Mexico or any other jurisdiction. Nothing contained in this Agreement shall be construed as an unpermitted waiver of any right that is not waivable by law.

14. Insurance And Indemnification. Travel, vacation, and short-term renters insurance is recommended by Owner. To the fullest extent permitted by law, each Responsible Guest shall indemnify and defend Owner against, and hold harmless from, any and all liability, penalties, damages, expenses, costs, injury, or breach of contract of whatsoever kind or nature resulting from the actions or failure to act by such Responsible Guest or any Other Guest, including reasonable attorney's fees necessary to defend any action brought by any party or entity.

15. Savings Clause. Each provision of this Agreement is separate and distinct and individually enforceable. If there are any inconsistencies between this Agreement and any provision of the law, then this Agreement shall control except to the extent the inconsistencies relate to provisions of

law that cannot be altered or waived by agreement. In the event any provision is declared to be unlawful or unenforceable, the enforceability of all other provisions shall not be affected.

16. Integration. This Agreement contains and constitutes the entire agreement between the parties concerning the subject matter of the Agreement and supersedes any and all prior agreements, arrangements, understandings, negotiations, representations, or discussions between the parties relating to such subject matter. No inducements, statements, representations, or promises by Owner or Owner's agents (if any), or any understandings by Responsible Guests based on any action, inaction, words, or conduct of Owner or Owner's agents (if any), other than as expressly set forth in the Agreement, have been relied upon by Responsible Guests.

17. Amendment. This Agreement may be amended only by a writing signed by each Responsible Guest and Owner. Each Responsible Guest acknowledges that any alleged oral modification of this Agreement by Owner is and will be null and void and ineffective to relieve such Responsible Guest from any of his or her obligations hereunder.

18. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to or of this Agreement.

19. Other Terms Or Modifications. The following additional terms are part of this Agreement [if none, write "none"]:

SIGNATURES

OWNER

H&B Properties, Inc.

By: _____ Date _____
_____, a duly authorized agent

RESPONSIBLE GUESTS

[print name and sign] Date _____

[print name and sign] Date _____

[print name and sign] Date _____

[print name and sign]

Date