

Fidelity Partners-Nueces River Cabins
Cabin and Property Lease Agreement

This Fidelity Partners Services, LLC, Nueces River Cabins, Rental Agreement is being entered into by Fidelity Partners Services, LLC, Nueces River Cabins ("Landowner") and the undersigned _____ ("Guest"), on _____ ("Date")

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, the undersigned hereby agree as follows:

- 1. Cabin and Property.** This Agreement shall be specific to the Name of Cabin Text Format and the property, located at Campo Rio Ranch, 9297 Ranch Rd 335, Barksdale, TX 78828.
- 2. Period of Stay.** Period of stay shall be a minimum of 2-consecutive nights, beginning on _____ after 4:00 PM ("Check-in"), and ending on _____ before 10:00 AM ("Check-out").
- 3. Rent and Tax Payments.** Rent payment amount, per night plus county occupancy tax equal to four percent (4%) of total rent payable to Landowner, due within 24 hours after the execution of this Agreement. Guest shall pay rent via approved credit card, or as otherwise specified by Landowner in the amount described in Section 9.0 of this Agreement.
- 4. Damage Deposit.** A damage deposit shall be payable via approved credit card, or as otherwise specified by the Landowner in the amount described in Section 9.0 of this Agreement. This deposit is refundable provided, terms and conditions of this Agreement are adhered to, and no cabin or property damage is caused by Guest.
- 5. Service Dog Pet Deposit.** Guests shall have no more than one service dog on the property. A nonrefundable pet deposit shall be required, payable via approved credit card, or as otherwise specified by the Landowner in the amount described in Section 9.0 of this Agreement.
- 6. Cancellation Policy.** Should either Party cancels a reservation, in writing, five (5) days or more prior to the Check-in Date, one hundred percent (100%) of the deposit will be refunded. Deposit shall not be refunded if Guest cancels a reservation less than five (5) days prior to Check-in. One hundred percent (100%) of the deposit will be refunded if Landowner cancels a reservation less than five (5) days prior to Check-in.

7. Cleaning Fee. A cleaning fee used for cabin cleaning and make ready costs will be charged to the Guest via approved credit card, or as otherwise specified by the Landowner in the amount described in Section 9.0 of this Agreement.

8. Duties and Obligations of the Parties.

8.1 Condition of Property. A cabin condition and inventory check list shall be acknowledged by Guest upon arrival. Upon departure, Guest agrees to leave the cabin in the same condition as of the check in date.

8.2 Repair of Property. The landowner shall inspect the premises within 48 hours after the check-out date, to determine the condition of the cabin and property. If the Landowner determines that damage has occurred, the Guest agrees to pay Landowner's costs for repairs or replacement of damaged or missing property from the damage deposit amount. If such repairs or replacement exceeds the deposit amount Guest authorizes Landowner to charge the balance due from the credit card account on file. If additional charges are made Landowner will provide Guest with an itemized statement of any charges prior to charging Guest credit card account.

9.0 Charges, Deposits and Damages. Guest shall provide a valid credit card account to be used by Landowner for rent, incidental charges, deposits, and damage or repairs caused by Guest:

9.1 \$ Currency Format Rent payment per night (required).

9.2 \$ Currency Format County occupancy tax per night (total rent x 4%).

9.3 \$ Currency Format Damage Deposit (required).

9.4 \$ Currency Format Cabin cleaning fee (required).

9.5 \$ Currency Format Service dog pet deposit (nonrefundable).

9.6 \$ Currency Format WiFi access (for cell phone service).

10.0 Lost, Stolen, or damaged Items. Landowner shall not be responsible for Guests lost, stolen, or damaged items including vehicles.

11.0 Smoking. Guests are prohibited from smoking in the cabin and agree to smoke only in designated outdoor areas and properly extinguish and dispose of cigarette butts in specified containers.

12.0 Governing Law. This Agreement shall be governed by the laws of the State of Texas. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in

San Antonio, Bexar County, Texas or Leaky, Real County, Texas, as designated by the Landlord for any matter arising out of or relating to this Agreement.

13.0 Notice by either party. Notice to be given by either party to the other hereunder shall be given in writing and shall be considered made if sent U.S. Mail, certified, return receipt requested or prepaid express delivery or electronic mail with read receipt confirmation to the other party, to the respective addresses of the parties herein or to such other address as shall be designated in writing to the other party.

14.0 Guests Release of Liability and Indemnification. Guest agrees to indemnify and hold harmless Landowner from all liability including personal injuries, property damage or other losses, or damages sustained by Guest or its accompanying invitees (co-guests) while on the Property, further described in Addendum-A and Addendum-B incorporated in this Agreement. Notwithstanding terms and conditions herein, should Guest be successful in legal actions against the Landowner, Guest agrees to limit the amount of total damages sought in such actions inclusive of its invitees, to the deposit amount.

15.0. Electronic Signatures. Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement, or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

16.0. Entire Agreement. This Agreement, amendments and attachments constitutes the entire agreement of the parties and supersedes all prior or contemporaneous oral or written agreements concerning this subject matter.

Guest: _____

Authorized Signer: _____

Address: _____

Home Number: _____

Cell Number: _____

Email Address: _____

Signature: _____ Date: _____

Landowners: Fidelity Partners Services, LLC

Authorized Signer: Bo or Natalie DePena

Address: 7551 Callaghan Road Suite 300,

San Antonio, TX 78229

Home Number: (210) 378-3333

Cell Number: (210) 854-33131

Email Address: bo.depen@fidelitypartners.org

Signature: _____ Date: _____

Addendum A

WAIVER AND RELEASE OF LIABILITY

Definition Of Terms:

Landowner. Landowner shall mean Fidelity Partners Services, LLC, and shall include the Campo Rio Ranch, LLC Mission Transition Foundation, Nueces River Cabins, any persons, or entities that may have an interest in or otherwise affiliated, including but not limited to its owners, officers, members, stockholders, directors, and their heirs; singular, multiple, and collectively herein referred to as the "Landowner" or "Company".

Property. Property shall mean a certain tract of land owned by Landowner, located in Real County, Texas with a 911 Address of 9297 Ranch Road 335, Real County, Texas 7882 also known in part or whole from time to time as "Campo Rio Ranch" "Mission Transition" and "Camp Transition".

Visitor or Guest. Visitor or Guest shall mean singular, multiple, and collectively any individual social and nonsocial adult or minor invitees and or accompanied minors including but not limited to friends, employees, partners, associates, contractors or other persons unknown who have signed this Agreement, having been granted access to the Property by the Landowner.

Visitors that bring minor invitees on the Property whether parent, legal guardian, or responsible party, shall bear the sole and exclusive

responsibility for the oversight and safety of the minor while on the Property and agree that the Landowner shall not under any circumstance accept any responsibility or liability for the conduct or safety of any minor on the property.

Trespasser. Trespassers shall mean any individual, visitor or entity who has not signed this Agreement prior to accessing the Property, and/or are otherwise on the Property or without the expressed, written consent of the Landowner; said persons or entities shall have no rights, authority, invitation, or permission to be on the Property and shall be subject to prosecution under criminal trespassing laws of the State of Texas (Texas Penal Code § 30.05. Criminal Trespass).

THE UNDERSIGNED VISITOR(S) HEREBY CONVEYS AND WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO BIND THEMSELVES, ANY AND ALL ITS ACCOMPANYING INVITEES INCLUDING MINORS TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

VISITOR(S) ACKNOWLEDGES AND AGREES THAT VISITOR(S) AND ITS INVITEES ARE VISITING THE PROPERTY FOR THEIR CONVENIENCE, ENJOYMENT, AND/ OR BENEFIT AT THEIR SOLE RISK, AND IN CONSIDERATION THEREOF AGREE TO THEIR REPRESENTATIONS MADE HEREIN. VISITOR(S) IS REQUIRED TO ACCOMPANY AND SUPERVISE MINORS AND OTHER INVITEES AT ALL TIMES WHILE ON THE PROPERTY.

VISITOR(S) UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING DISCLAIMERS AND WARNINGS, AND EXPRESSLY AND KNOWINGLY ASSUMES THE RISK POSED BY THE FOLLOWING NOTED CONDITIONS AND POTENTIAL HAZARDS:

THE PROPERTY BORDERS THE NUECES RIVER AND CREEKS, WHICH CONSISTS OF BOTH SHALLOW AND DEEP WATER. THE RIVER MAY HAVE FAST-MOVING WATERS AND FLASH FLOODS WITHOUT NOTICE. SWIMMING, OR WADING IS PERMITTED ONLY 30 MINUTES AFTER SUNRISE AND UP TO 30 MINUTES BEFORE SUNSET. LANDOWNER WARNS VISITOR(S) THAT THERE ARE NO LIFEGUARDS ON DUTY AT ANY TIME. UNDER NO CIRCUMSTANCE IS SWIMMING OR WADING PERMITTED IN THE RIVER AFTER DARK.

THERE ARE NO HOSPITALS, CLINICS, OR EMERGENCY MEDICAL SERVICES ON OR NEAR THE PROPERTY. VISITOR(S) SHOULD RESEARCH AND PLAN FOR POTENTIAL MEDICAL NEEDS AND EMERGENCY SERVICES, INCLUDING EMERGENCY MEDICAL TRANSPORT SERVICES AVAILABLE TO THEIR HOME AREAS, PRIOR TO ARRIVING ON THE PROPERTY. IN THE EVENT OF AN EMERGENCY, VISITOR(S) SHOULD CALL 911 IMMEDIATELY.

THERE ARE POTENTIALLY HAZARDOUS AND DANGEROUS CONDITIONS ON THE PROPERTY FROM WILDLIFE INCLUDING INSECTS (WASPS, AFRICANIZED HONEYBEES, HORNETS, FIRE ANTS), ARACHNIDS (SPIDERS) SCORPIONS, , CENTIPEDES, MILLIPEDES, MITES, TICKS, BIRDS, FISH, SNAKES, FERAL AND DOMESTIC DOGS, CATS, PIGS, GOATS, SHEEP, DEER, ANTELOPE, ELK, SKUNKS, RACCOONS, BEARS, BADGERS, SQUIRRELS, PORCUPINES, COYOTES, MOUNTAIN LIONS, BOBCATS AND OTHER WILDLIFE. ADDITIONALLY, THERE ARE ACTIVE BEEHIVES ON THE PROPERTY. VISITOR ACKNOWLEDGES THAT SUCH WILDLIFE IS AN INTEGRAL AND NATURAL PART OF THE PROPERTY'S ECOSYSTEM, AND ITS PRESENCE, ACTIVITIES, BEHAVIOR, AND ANY THREAT POSED OR INJURY CAUSED THEREBY, IS BEYOND THE CONTROL, AND NOT THE RESPONSIBILITY, OF LANDOWNER.

CONSUMPTION OF ALCOHOLIC BEVERAGES IS PERMITTED ON THE PROPERTY FOR THOSE OF LEGAL DRINKING AGE, HOWEVER, NOT TO ACCESS, AND ABSOLUTELY NO ILLEGAL OR CONTROLLED SUBSTANCES MAY BE BROUGHT ON TO THE PROPERTY BY VISITOR(S) OR THEIR INVITEES.

LANDOWNER CANNOT REASONABLY CONTROL THE CONDUCT OF ALL VISITOR(S) AT ALL TIMES, NOR WHAT IS BROUGHT ONTO THE PROPERTY WITHOUT AUTHORIZATION. THEREFORE, LANDOWNER WARNS VISITOR(S) THAT SUCH ILLEGAL OR CONTROLLED SUBSTANCES MAY BE PRESENT WITHOUT CONSENT FROM TIME TO TIME ON THE PROPERTY. IF VISITOR(S) IS AWARE OF ANY ILLEGAL ACTIVITIES ON THE PROPERTY, THEY SHOULD CALL LOCAL LAW ENFORCEMENT OR 911 AS SOON AS POSSIBLE.

LIFE-THREATENING ALLERGIES TO INSECT BITES, VEGETATION OR PATHOGENS OCCURRING IN NATURE ARE PRESENT ON THE PROPERTY. VISITOR(S) AND THEIR INVITEES WITH ALLERGIES SHOULD STRONGLY CONSIDER NOT VISITING THE PROPERTY OR BE PREPARED TO HAVE THE APPROPRIATE MEDICATIONS OR TREATMENT WITH THEM AT ALL TIMES.

LANDOWNER MAKES NO WARRANTY TO SAFE CONDITIONS ON THE PROPERTY NOR TO SAFETY OR COMPLIANCE TO ANY BUILDING CODE OR OTHER SAFETY STANDARDS OF CABINS, STRUCTURES, UTILITIES EQUIPMENT, VEHICLES, TOOLS, MATERIALS, APPLIANCES OR OTHER MECHANICAL OR ELECTRICAL DEVICES.

VISITOR(S) FREELY AND WILLINGLY AGREES TO THE FOLLOWING CONDITIONS:

NOT TO CARRY OR USE FIREARMS (WEAPONS), HUNT, FISH, KAYAK, CANOE, SWIM, BRING PETS, DRIVE OFF DESIGNATED ROADS, USE ATVS, UTVS, DIRT BIKES, OR NON-STREET LEGAL VEHICLES OFF ROADS, WITHOUT THE PRIOR WRITTEN CONSENT OF LANDOWNER. IF THE CONSENT IS GRANTED, VISITOR(S) AGREES THAT VISITOR(S) WILL ABIDE BY ALL LAWS, REGULATIONS, SAFETY RULES, AND BE SOLELY AND EXCLUSIVELY LIABLE FOR ANY DAMAGE OR INJURIES TO SELF, OTHER PERSONS AND PROPERTY RESULTING FROM SUCH CONSENT.

VISITOR(S) AGREES TO PAY FOR ANY AND ALL DAMAGE DONE TO PROPERTY INCLUDING STRUCTURES AND EQUIPMENT, AND TO REIMBURSE LANDOWNER FOR OR REPLACEMENT, REPAIR OR RECOVERY OF ANY DAMAGED PROPERTY. VISITOR(S) AUTHORIZES LANDOWNER TO CHARGE TO VISITOR(S) CREDIT CARD OR OTHER ACCOUNTS ON FILE THE REASONABLE, ESTIMATED COST OF SUCH REPLACEMENT, REPAIR, OR RECOVERY.

NOTWITHSTANDING GROSS NEGLIGENCE UNDER CHAPTER 75, CIVIL PRACTICE AND REMEDIES CODE, TO DISCLOSE ALL KNOWN OR UNKNOWN POTENTIAL HAZARDS. TO INDIVIDUALLY AND COLLECTIVELY WAIVE AND FORGO ALL APPLICABLE LEGAL RIGHTS AND REMEDIES AVAILABLE TO VISITOR(S), INVITEES, FAMILY, HEIRS, SUCCESSORS AND ASSIGNEES TO SUE LANDOWNER OR AFFILIATES, AND SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS LANDOWNER FROM AND AGAINST ALL THIRD PARTY CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR GROSS NEGLIGENCE OF LANDOWNER, ARISING IN CONNECTION HERewith OR, ON ACCOUNT OF (A) BODILY INJURY, (B) DEATH, OR (C) DAMAGE TO PROPERTY, (D) EMOTIONAL AND OR PSYCHIATRIC INJURY, AND (E) ANY OTHER CLAIM AGAINST LANDOWNER.

IN NO EVENT SHALL LANDOWNER, ITS AFFILIATES OR EACH OF THEIR PARTNERS, PRINCIPALS, AGENTS, SERVANTS, PERSONNEL, OFFICERS AND DIRECTORS BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY LOSS, DAMAGE OR EXPENSE RELATING TO THIS AGREEMENT, NOR SHALL LANDOWNER BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST VISITOR(S) BY ANY THIRD PARTY, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. VISITOR(S) HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE) RELATING TO THIS AGREEMENT. THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY TO THE FULLEST EXTENT OF THE LAW, WHETHER IN CONTRACT, STATUTE, TORT (SUCH AS NEGLIGENCE), OR OTHERWISE. THE VISITOR(S) ACKNOWLEDGES AND AGREES, REGARDLESS OF THE PLACE THIS AGREEMENT HAS BEEN ACCEPTED AND MADE PERFORMABLE, THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICT OF LAWS. VISITOR(S) AGREES THAT THE EXCLUSIVE VENUE FOR RESOLUTION OF ANY DISPUTE BETWEEN THE PARTIES RELATED TO THE SUBJECT MATTER HEREOF SHALL BE

IN LEAKEY, REAL COUNTY, TEXAS OR AS OTHERWISE SPECIFIED
BY LANDOWNER AT ITS SOLE DISCRETION.

BY SIGNING BELOW, VISITOR(S) ACKNOWLEDGES THAT VISITOR(S)
HAS READ, UNDERSTOOD, AND WILLINGLY AGREES TO THE
TERMS AND CONDITIONS OF THIS AGREEMENT, AND PROPERTY
RULES & REGULATIONS, EFFECTIVE AS OF DATE SIGNED.
VISITOR(S) FURTHER AGREES THAT NO ORAL STATEMENTS,
REPRESENTATIONS, OR INDUCEMENTS APART FROM THIS
WRITTEN AGREEMENT HAVE BEEN MADE TO OBTAIN VISITOR(S)
CONSENT.

Notwithstanding terms and conditions herein, Should Guest be successful
in legal actions against the Landowner, Guest agrees to limit the amount
of total damages sought in such actions inclusive of its invitees, to be the
lesser of the deposit amount or \$5,000.00.

Electronic Signatures. Parties agree that this Agreement and any other
documents to be delivered in connection herewith may be electronically
signed, and that any electronic signatures appearing on this agreement or
such other documents are the same as handwritten signatures for the
purposes of validity, enforceability, and admissibility.

Addendum-B
Property Rules & Regulations

Campo Rio, Fidelity Partners' Nueces River Retreat, and Mission Transition Foundation have adopted the rules and regulations below to protect the land for future generations as well as for the safety and convenience of current guest(s). We ask that you leave no trace of your visit to ensure the land remains beautiful and to reduce the possibility of injury or ecological disruption to wildlife habitats. Must comply with terms of use/visitor registration.

Motorized Vehicle Rules

- Driver must have proof of valid auto insurance in vehicle.
- Only street legal vehicles are permitted.
- Vehicles must have a valid state registration sticker attached.
- No more than two vehicles per cabin.

Activity Rules

- Maximum Speed Limit of 5 MPH.
- Vehicles must stay on existing designated roads.
- Vehicles must park only in designated areas.
- Vehicles with oil or other fluid leaks are not permitted.
- Do Not harm or infringe on other guests' rights and enjoyment.
- No glass containers including beer or wine bottles (permitted in cabins only).
- No Portable gas, fuels or other flammable materials.
- No Vehicle repair, maintenance, or abandonment.
- No Dumping trash or debris (except in designated area).
- No Feeding or harassing animals.
- No Cutting, damaging or removal of trees or other vegetation.
- No digging, collecting or removal of fossils, arrowheads, or other artifacts.

- No Carrying weapons of any sort, including guns, bows, crossbows, etc.
- No excessive loud noise and/or music at any time.
- No driving any motor vehicles off designated roads or areas.
- No use of ATVs, UTVs, or Dirt Bike and must remain on trailer.
- No hunting, swimming, fishing, and fires without Landowners written authorization.