



BLACK PRONG

Black Prong Equestrian Village Standard Terms and Conditions

Effective March 15, 2023

The following Standard Terms and Conditions apply to each reservation for Accommodation at Black Prong Equestrian Village (“the Property”) and govern the relationship between the individual booking the reservation (“Guest”) and Black Prong Equestrian Village LLC (“Black Prong”). Upon booking a reservation, whether online, by phone or in person, the Guest is deemed to have read, understood and accepted these Standard Terms and Conditions. Additionally, the Guest will be required to confirm agreement with the terms and conditions herein and to individually sign and have all members of the Guest’s party to sign, the Black Prong General Release, Liability Waiver and Assumption of all Risk and Liability either electronically at <https://blackprong.com/> or upon arriving at Black Prong.

Occupancy: Guest must be at least 18 years old, occupy the Accommodations for the entire length of the stay and comply with the occupancy terms herein. Minors under the age of 16 must be accompanied by an adult at all times.

Reservations, Payments and Fees: A two-night minimum reservation is required on all accommodation bookings from November to April. A 25% deposit will be collected upon booking a reservation. All apartments, cottages, tiny homes, campers, RV sites, and camping sites (“Accommodations”) are subject to an 11% lodging tax. Stalls are subject to 7% sales tax. Additional fees may apply based on Guest’s purchases and activities on the Property, to include room service, convenience store purchases, food truck purchases, activities and use of certain amenities, and other charges as outlined herein, to include but not be limited to those fees defined in the Fee Schedule attached as Exhibit A and incorporated herein. Long term RV Site rentals will be subject to Utility Overage Fees, and may be subject to Administrative Fees, for electric service usage over the 600kwh per month allowance. Guest authorizes payment to Guest’s credit card for reservation of and payment for Accommodations, store/amenity/activity/food/room service fees, guest fees, damages and other charges incurred by Guest, or members of Guest’s party, without further notice. Guest agrees to pay for any and all fees upon invoice if credit card is declined.

Check-In and Check-Out Procedures: Guest must check in at the main office upon arrival. Check in time is 3:00pm – 5:00pm for cottage, tiny home, and airstream Accommodations and 1:00pm – 5:00pm for RV Pad Accommodations. Late arrivals must be prearranged and may result in a Late Arrival Fee. Guest must present a valid government issued photo ID and matching credit card upon check-in. If the credit card presented at check-in does not match the one used for the advanced deposit, then the full stay will be authorized on the new card. Check-out time is 11:00am for all reservations.

Maximum Occupancy: Only one horse is permitted per stall. Only one camping unit is permitted per RV site. Cottages can accommodate up to 4 people (bedroom and pull-out couch), Tiny homes can accommodate up to 4 people (queen bed downstairs, 2 twin beds upstairs), Airstream Bambi can accommodate 2 people (1 double bed), Airstream Flying Cloud can accommodate up to 4 people (double bed and fold down dining area turns into double bed). A breach of the maximum occupancy limit, without prior written approval from Black Prong, will result in an Additional Guest Fee for each additional member of Guest’s party and/or overnight visitor which exceed the occupancy limit.

Keys and Locks: Black Prong will provide keycards or bracelets to Guest which will expire upon departure.

Stalls and Tack Rooms: All horses on the Property overnight will be subject to stall fees. Guest agrees to leave stalls and tack rooms swept clean and free of manure, trash and other debris upon departure. If Guest fails to leave stalls and tack rooms in clean order, Guest will be charged a Stall Cleaning Fee and/or a Tack Room Cleaning Fee. During the stay, Guest will have a non-exclusive right to use one tack room located near the stalls being rented. Guest will

provide bedding and stall cleaning, depositing all manure and bedding in the designated waste container located near the stalls. Black Prong will provide the waste container, and regular dumping services, at no additional charge to Guest. Fine, flake, and pelleted shavings are available for sale and can be ordered in the main office. Straw, cardboard and paper shavings are not permitted.

Accommodation Substitutions: Black Prong reserves the right to substitute any Accommodations reserved for similar alternate Accommodations, if necessary, at the sole discretion of Black Prong.

Vehicles: All motorized vehicles, including golf carts, UTVs, and ATVs, used at Black Prong must be properly registered, insured and operated by a licensed driver. Proof of licensure, registration and insurance shall be provided upon request. Motorized vehicles are only permitted to be driven on the roadway and are expected to observe the 10-mph speed limit on the Property. Horses have the right-of-way at all times and in all locations on the Property.

Parking: Guest is permitted to park vehicles and/or trailers in designated parking areas at no cost for up to seven (7) days. Parking for longer than seven (7) days will result in an Extended Parking Fee. Off-site parking at Black Prong RV & Self Storage, with 24-hour access, is available to Guest for no additional fee. Parking is permitted only in designated parking areas. If necessary, Guests parking off-site may rent a horse trailer from Black Prong, on a first come first serve basis.

Horses: All horses on the property are required to have a negative annual Coggins test and proof of flu rhino vaccines dated within 6 months of scheduled arrival on file in the main office. Equestrian guests must bring their own feed buckets, hose, rakes, muck buckets, etc. Paddocks are assigned on a first come first served basis. Name tags are affixed to all occupied paddocks. Guest is solely responsible for the care, custody, and control of all Guests horses at all times without exception, whether in the stalls or any other locations on the Property. Guest understands that Black Prong has no obligation, responsibility or liability with regard to Guest's horses. Guest agrees to indemnify and hold Black Prong harmless from any claim related to Guest's horses, to include any and all property damage and/or injury caused by the actions of the Guest's horses, and any and all attorney's fees and costs incurred with respect to any claim asserted whether or not a lawsuit is filed.

Pets: Pets are welcome on the Property if under the constant supervision of Guest and do not create a nuisance or disturb other guests. Pets are not permitted to be left unattended in the Black Prong provided Accommodations and must be properly leashed at all times unless they are contained indoors inside the rented Accommodations or within the dog park. Guest is responsible for cleaning up after Guest's pets. Sanitary bags are provided in each Accommodation and are available in the main office. Waste Stations are provided at various locations throughout the Property. Guest is responsible for any and all property damage and/or injury caused by the actions of Guest's pets, and any pest infestations spread to the Property and/or Accommodations by Guest's pet. If Guest brings a pet onto the Property and stays in Black Prong provided Accommodations, Guest will be charged a Pet Cleaning Fee. Damages to Accommodations caused by Guest's pet are not included in the Pet Cleaning Fee and will be billed to Guest directly based on cost of repair or replacement.

Florida Wildlife: Black Prong is surrounded by the Goethe State Forest on three sides of the Property. Due to the proximity of the Forest, Guest may have an increased risk of encountering Florida wildlife while on the Property. Guest and their pets are urged to approach all outdoor areas with caution. Black Prong shall not be responsible for any injury or death of a Guest or a Guest's pet while on the Property.

Conduct and Use of the Property: While on the Property, Guest is required to follow all state and federal laws, and all rules and policies of Black Prong posted on the Property, and all Property rules, policies, and instructions verbally communicated to Guest, at all times. Smoking is prohibited in Black Prong provided Accommodations and in all buildings and structures on the Property. Fireworks are not permitted on the Property. Guest is required to wear a helmet and take appropriate safety precautions while engaged in equine activities. Guest is prohibited from touching or feeding other guests' horses or pets, without express permission from the horse or pet owner. While in the rented Accommodations and while utilizing common areas, Guest agrees to be mindful and respect the right of enjoyment of others on the Property. Guest agrees to observe and respect quiet hours from 10:00pm to 7:00am. Violations of this section may result in immediate cancellation of Guest's reservation, and removal from the Property, without refund.

Goethe State Forest Access: Black Prong has three exits to the Goethe State Forest from the Property for Guest to use in exploring the Forest on foot, by bike, horseback, or carriage. In order to enter the Forest Guest must have a valid pass from Florida State Parks. Guest agrees to adhere to all rules and regulations of the Goethe State Forest when using access points from Black Prong. Guest understands and agrees that Black Prong has no responsibility or liability with regard to the use of Goethe State Forest property, including but not limited to activities Guest may engage in with maps, guidance or materials provided to Guest by Black Prong. Guest agrees to indemnify and hold Black Prong harmless for any and all claims arising out of Guest's use of and activities engaged within the Goethe State Forest, including but not limited to attorney's fees and costs relating to any claim whether or not a lawsuit is filed.

Swimming Pool and Hot Tub: Guest will adhere to the rules and policies posted in the swimming pool and hot tub area, and all rules, policies, and instructions verbally communicated to Guest, at all times while using these facilities. Guest understands and acknowledges that no lifeguard is on duty and Guest assumes the risk and responsibility relating to use of the swimming pool and hot tub. Direct adult supervision is required for all children under the age of 16.

Access to Accommodations: Black Prong may enter the rented Accommodations as reasonably necessary for protection of guests or employees; for inspection; for repairs or other services; or for any emergency. Notice shall be provided, as Black Prong, in its sole discretion, deems appropriate. No notice shall be required if Black Prong deems, in its sole discretion, there to be an emergency.

Maintenance and Repairs: Accommodations are inspected prior to Guest arrival to ensure that there is no need for maintenance or repairs. Guest must report any deficiencies in the Accommodations within 24 hours of arrival. Reports and/or maintenance requests should be made by calling the main office at (352) 486-1234 or by submitting an electronic reporting form via email to notifications+bpev@onupkeep.com. The electronic reporting form can be accessed by using the QR code included in the welcome letter provided during the booking process or the QR code located in the guest book provided in each Accommodation. Responses shall be made in a timeframe and to the degree deemed appropriate in the sole discretion of Black Prong. Absent negligence on the part of Black Prong, faulty equipment, appliances, or services; bugs inside the Accommodations; construction noise; a warm refrigerator; or inclement weather, and other similar complaints do not constitute breach of contract, nor shall it provide a basis for a refund or abatement of Fees.

Cancellations and Refunds: *Short Term Stays/Reservations (1-29 days):* Deposit is 100% refundable if the reservation is cancelled at least 14 days prior to the scheduled arrival date, 50% refundable if cancelled between 13 and 4 days prior to the scheduled arrival date, and nonrefundable if cancelled less than 4 days prior to the scheduled arrival date. *Long Term Stays/Reservations (30 or more days):* Deposit is 100% refundable if the reservation is canceled at least 90 days prior to the scheduled arrival date, 50% refundable if canceled between 89 and 30 days prior to the scheduled arrival date, and nonrefundable if canceled less than 30 days prior to the scheduled arrival date.

Email and Text Communications: Black Prong will communicate with Guest in various ways, to include by email and text message. Guest agrees that by providing Black Prong with Guest's email address and mobile phone number, Guest is expressly providing consent to receive both informational and promotional communications from Black Prong by email and text message, and hereby waives any claims against Black Prong regarding such communications.

Damage to Black Prong Property: Guest is responsible for any and all damage to the Accommodations, premises or Property caused directly or indirectly by the actions or inaction of Guest or any member of Guest's party, incurred during Guest's stay at the Property, whether or not resulting from a deliberate, negligent, or reckless act or omission. Damage to rooms, fixtures, furnishings, and equipment, including but not limited to the removal of electronic equipment, towels, and artwork, will be reimbursed by Guest at 120% of full and new replacement value plus any applicable shipping and handling fees. Damage to mattresses and linens, including towels, mattress pads, sheets, bedspreads, and blankets, resulting from the use of body oils, make-up, shoe-polish, or similar substance will be reimbursed by Guest at 120% for the special cleaning, repair or replacement of the damaged item. Accommodations found at checkout to have trash and other debris, which is not properly contained, in a disordered state not consistent with normal and customary conditions, and/or unnecessarily made untidy or unclean, will be subject to a Maintenance Deep Cleaning Fee, Administration Fee and/or Third-Party Fees. Black Prong reserves the right to

retain Guest's credit card or debit card details as presented at registration and to charge or debit the credit or debit card such amounts as it shall, in its sole discretion, deem necessary to cover the cost or expenses incurred or suffered by Black Prong due to the actions or inaction of Guest, or any member of Guest's party. Black Prong will make reasonable efforts to rectify any damage internally prior to engaging a specialist to make repairs in order to mitigate the costs for which Guest is responsible.

Liability for Property of Guest: All of Guest's property of every kind or description which may at any time be in the Accommodations, and on the premises or Property, shall be maintained at Guest's own risk. Guest is responsible for keeping up with, caring for and insuring Guest's property. Black Prong is not responsible for any damage to or loss of Guest's property, or the property of any member of Guest's party.

Lost and Found Items: Black Prong is not responsible for any personal items left behind on the Property. Guest will be responsible for all mailing and shipping charges, as well as a Processing Fee for any lost and found items requested to be returned to Guest. Location of lost items may be delayed due to ability to gain access to Accommodations to look for said items. Black Prong shall not be responsible for nor held liable for any items left behind in the Accommodation which are not located. All lost and found items are held for a period of 14 days after departure, after which time the items will be disposed of in a manner deemed reasonable in Black Prong's sole discretion.

Assumption of Risk; Limitation of Liability: Guest acknowledges, understands and accepts that there are certain risks associated with Guest's stay at the Property and with Guest's participation in events and activities on the Property, and when accessing the Goethe State Forest, to include possible injury, death, and/or exposure to illness from infectious diseases, and Guest hereby voluntarily assumes those risks and holds Black Prong harmless for any injury or damage.

Under Florida law, an equine activity sponsor, equine professional, or any other person or legal entity is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities. As an agritourism operator, Black Prong is not liable for injury or death of, or damage or loss to, a participant in an agritourism activity conducted at this agritourism location if such injury, death, damage, or loss results from the inherent risks of an agritourism activity. Inherent risks of agritourism activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for Guest to act in a negligent manner that may contribute to Guest's injury, death, damage, or loss. Guest assumes the risk of participating in agritourism activities on the Property.

In no event shall Black Prong be responsible for special, indirect, incidental, consequential, punitive, or exemplary damages arising from or in connection with Guest's reservation or stay or activities on the Property. Black Prong's total aggregate liability arising under this booking shall not exceed the amount received from Guest for Guest's Accommodations.

Indemnification: Guest agrees to indemnify, defend and hold harmless Black Prong, its affiliates and their respective members, managers, officers, employees, representatives and agents, from any loss, damage, claim, cost or expense, including but not limited to reasonable attorneys' fees and expenses of litigation, resulting from Guest's use or occupancy of the Accommodations, participation in events and activities on the Property, when accessing the Goethe State Forest, Guest's negligence, violation of applicable law, breach of Black Prong's policies, rules and regulations (posted, written or verbal) or of the terms and conditions stated herein, and/or any claim made or action brought by an employee, a customer, or a guest of Black Prong as a result of an accident or occurrence on the Property. Guest has executed Black Prong's General Release, Liability Waiver and Assumption of All Risk and Liability form (the "Agreement") and understands the Agreement is incorporated into these Standard Terms and Conditions and applies to the Guest and their use of the Accommodations and the Property.

Photo and Publicity Release: Guest hereby grants to Black Prong the irrevocable, perpetual right and permission to use Guest's name, portrait, photograph, image, appearance, voice, and likeness for Black Prong's business, commercial, advertising and/or trade purposes, to include, without limitation, inclusion on Black Prong's website and social media platforms. Guest hereby waives any right of attribution and any right to payment or an accounting from Black Prong relating to this use and waives any right Guest may have for inspection or approval. Guest hereby releases Black Prong, and its members, managers, officers, employees, representatives and agents, from any claims

Guest may have against Black Prong relating to Black Prong's use of Guest's name, portrait, photograph, image, voice, or likeness, whether arising before or after Guest's current reservation.

Force Majeure: Black Prong shall not be held responsible for and will not issue a refund for any reservations that are canceled, prevented, restricted or interfered with by circumstances beyond its reasonable control, including without limitation, earthquake, fire, flood, Act of God, hurricane, red tide, storms, wars, civil or military disturbances, environmental hazards, epidemic, pandemic, or any other cause whatsoever beyond the reasonable control of Black Prong. In the event Guest attempts to cancel Guest's reservation, arrive late, depart early, or otherwise alter Guest's reservation as a result of any of the foregoing, Guest will be subject to the Black Prong Cancellation Policy as detailed herein.

Subleasing: Guest is prohibited from subleasing Accommodations and/or stalls or paddocks.

Modifications: Black Prong may modify these Standard Terms and Conditions at any time in its sole discretion. The Standard Terms and Conditions, to include the Fee Schedule, are included by reference to the agreement applicable to Guest's reservation and shall be those in effect at the time of Guest's arrival and can be found at www.blackprong.com.

Entire Agreement; Governing Law: The terms and conditions stipulated herein contain the entire agreement of the parties and may only be changed by agreement in writing signed by the party against who enforcement of any waiver, change, modification, extension or discharge is sought. The terms and conditions agreed to herein shall be governed and enforced according to the laws of the State of Florida.

I have read and agree to all terms and conditions as stated herein.

Guest Signature

Date