

General Terms and Conditions

Apache Spirit Ranch

1. Scope of Applicability

- 1.1. These terms and conditions apply to contracts for the rental use of guest rooms for lodging purposes, as well as all other goods and services rendered by the ranch.

2. Rates, Payment, Set-off

- 2.1. The agreed upon rates do not include local taxes.
- 2.2. Changes of reservation (changes of the number of reserved rooms, the length of stay of the guests or other services of the ranch) require the approval of the ranch and entitle the ranch to apply different rates.
- 2.3. Upon confirmation of the reservation, a deposit of 30% of the total sum is due. The remaining balance must be paid no later than 6 weeks prior to departure.
- 2.4. When paying via bank transaction, the deposit must be paid within 10 days to our bank account. If the transaction is received late, the reservation requires a renewed written verification by the ranch.
- 2.5. Payment options on-site: credit card, traveler's check, and cash.
- 2.6. Claims must be presented on-site to the ranch management in writing. Subsequent claims will be denied.

3. Room Availability, Delivery, and Return

- 3.1. The guest does not acquire the right to be provided with a specific room. We will gladly help meet your special requests based on availability.
- 3.2. Reserved rooms are available to the guest beginning at 2:00 p.m. on the agreed arrival date. We are happy to accommodate early arrivals upon request and availability.
- 3.3. Rooms must be vacated and made available to the hotel no later than 11:00 a.m. on the agreed departure date. After that time, the ranch may charge 50% of the full accommodation rate (list price) for the additional use of the room until 6:00 p.m. and 100% after 6:00 p.m.

4. Rescission by the Customer (Cancellation)

- 4.1. The guest has the right to terminate the agreement at any time.
- 4.2. In the case of cancellation by the guest, the following conditions apply for deposits and total prices:
 - Up to 90 days prior to arrival, 20 % of the total price will be withheld.
 - Up to 60 days prior to arrival, 30 % of the total price will be withheld.
 - Up to 40 days prior to arrival, 50 % of the total price will be withheld.
 - Up to 30 days prior to arrival, 70 % of the total price will be withheld.
 - 0 – 29 days prior to arrival or No show, 90 % of the total price will be withheld.

We recommend purchasing travel cancellation insurance.

- 4.3. Services provided by third parties or special services, which due to cancellation have been rendered useless, must be paid.
- 4.4. The guest and the ranch reserve the right to show evidence of lower or higher damages, respectively.

5. Rescission by the Apache Spirit Ranch

- 5.1. If the requested reasonable advance payment is not paid, the ranch has the right to cancel the contract.
- 5.2. In addition, the ranch is authorized to withdraw from the contract for cause. E.g. if a natural disaster or other circumstances for which the ranch is not responsible make it impossible to fulfill the contract; if rooms and spaces are reserved with misleading or false information regarding material contractual facts such as the identity of the customer or the purpose of his stay; if the ranch has justified cause to believe that use of the ranch's services might jeopardize the unobstructed operation of the ranch, its security or public reputation, without being attributable to the ranch's sphere of control or organization or if the customer violates Point 2.2 of these terms and conditions.

6. Loss or damage of personal items; Liability of the Ranch.

- 6.1. Personal items are at risk of the guest at the ranch. The ranch assumes no obligation to monitor or store those items. The ranch assumes no liability, except in cases of willful intent for the loss, destruction, or damage of personal items. The ranch is not liable for damages to electronic devices due to power surges. The insurance for personal items is the responsibility of the guest.
- 6.2. Otherwise, the ranch is liable – except in cases of willful intent – only for the violation of significant contractual obligations and is limited to the respective coverage amounts of the public liability insurance. For taking care of wake-up requests and the delivery and storage of newspapers, mail and package deliveries for the guests, the ranch is only liable in case of willful intent. Items left behind will be returned upon request and at own risk and cost of the guest. Otherwise, the items will be disposed of following a storage period of one month.
- 6.3. As far as the ranch has parking spaces on the grounds of the ranch and provides these for a fee, a lease or rental agreement comes about, not a deposit contract. The ranch assumes no custodial obligations for vehicles and their contents.
- 6.4. Guests use the ranch pool and spa equipment at their own risk. For defects that are not immediately noticed, despite complying with the usual care, the ranch is not liable.
- 6.5. All activities offered by the ranch, such as horseback rides, hikes, excursions, etc. are performed by the guests at their own risk and are guided by the staff of the ranch. The staff's instructions must be adhered to. At the ranch, you will be asked to sign a respective waiver of liability.
- 6.6. For the safety of the guests, certain guidelines for appropriate behavior at the ranch are handed out upon arrival and receipt thereof has to be confirmed by the guest's signature. The signature is required in order to stay at the ranch and participate in the activities of the ranch.
- 6.7. There is no claim to specific program points within the entertainment offer, even if this was published.

7. Miscellaneous

- 7.1. Changes or additions as well as cancellations of the contract or these terms and conditions for lodging need to be made in writing and require a legally valid signature. This also applies for waiving this requirement of written form. Unilateral changes or additions by the guest are invalid.
- 7.2. If individual provisions of these terms and conditions are supposedly invalid or nullified, the effectiveness of the remaining provisions is not affected. The parties will replace ineffective provisions with effective provisions that come as close as possible to the aspired economic purpose.
- 7.3. The location where these services are offered and the location of payment is the ranch. The law of Cochise County / Arizona USA applies.
- 7.4. The exclusive place of jurisdiction – also for check and transaction disputes - in commercial relations is the domicile of the Apache Spirit Ranch
- 7.5. ALL-INCLUSIVE PROGRAM & SERVICES
The rates stated on the attached ASR Wholesale Net Rate sheet Includes the following: Accommodation, 3 meals per day, soft drinks, snacks, in – room tea & coffee maker, satellite TV, high speed internet access (Wi-Fi), ranch entertainment, use of pool and hot tub and up to 3 hours guided trail rides per day, 6 days a week.

END

As of: 01/01/2012 ja