

MUIR TRAIL RANCH

Use Agreement

We are delighted that you've chosen again to stay with us at Muir Trail Ranch, or if this is your first time at the ranch, to welcome you. This Agreement, along with the *Ranch Rules* and *Waiver and Release Agreement*, will constitute our agreement for your stay.

This Agreement is made between Muir Trail Ranch (the Ranch), and _____, the Group Representative, who represents the members of his/her party (the Guests):

1. **Term.** Week of _____ through and including _____.

2. **Fee.** \$_____ for a minimum of 15 adult guests. Additional guests will be charged the current individual rate as shown on the Rates page of the Ranch Web site (<http://muirtrailranch.com/rates.html>).

3. **Nonrefundable Deposit** to be paid as follows: \$_____ due on _____, The remainder of the fee will be due on _____. If any fee or Deposit is not paid in a timely manner, Ranch may, at their option, terminate this Agreement and cancel the reservation made by the Guests without any liability or further obligation to the Guests.

4. **Group Representative.** If this person is for any reason unable to fulfill this role, _____ (insert name of person) will act as Group Representative.

5. **Agreements.** The Group Representative and each Guest must sign and return the Waiver and Release Agreement and the Ranch Rules Agreement to the Ranch prior to their arrival at the Ranch. In addition the Guests acknowledge that because the Ranch is in a wilderness setting, the Ranch must have the flexibility to provide for rules to meet situations not contemplated in the Ranch Rules.

6. **Miscellaneous.** This Agreement, along with the Ranch Rules Agreement and the Waiver and Release Agreement, will constitute the entire agreement between the Ranch and Guests with respect to the subject matter of this Agreement, and will supercede all prior or contemporaneous agreements or understandings, whether oral or written, between the parties. This Agreement may be amended or modified from time to time, but only in a writing signed by the Ranch or Guests. This Agreement will be governed by and construed in accordance with the laws of the State of California. If any provision of this Agreement is determined by court to be unenforceable, invalid or illegal, the remaining provisions of this Agreement will remain in full force and effect. The unenforceability of any provision of this Agreement under particular circumstances will not render unenforceable the same provision under other circumstances. Time is of the essence of this Agreement. Each Guest shall be jointly and severally liable for all the obligations of Guests imposed by this Agreement.

Date

Signature of Group Representative

Print name

Accepted by:

Date

for Muir Trail Ranch

Print name