

Terms and Conditions

For purposes of these Terms and Conditions: (a) “Resort” means Howdy’s Camp, together with its owners, parents, subsidiaries, affiliates, and each of their respective officers, directors, managers, members, employees, agents, representatives, insurers, and contractors (collectively, “Resort Parties”); (b) “Guest” means the individual entering into a Reservation Agreement with Resort; (c) “Guest’s Party” means Guest’s family members, companions, co-occupants, and any other persons staying with or accompanying Guest at or in connection with the Resort; and (d) “Invitees” means persons invited to or permitted on Resort property by Guest or by any member of Guest’s Party, including visitors, vendors, and service providers engaged by or for Guest.

By making a reservation with Resort, each Guest shall, on behalf of Guest and Guest’s Party, be deemed to have fully read and understood these Terms and Conditions and have agreed to be bound by these Terms and Conditions for the duration of Guest’s stay at the Resort and thereafter, as applicable.

1. **Reservation and Payment** A valid credit card or payment method is required to confirm all Guests reservations. Full payment or a deposit may be required at the time of booking. Rates are subject to change without notice to guest at any time until reservation has been confirmed.
 - 1.1. **Check-in and Checkout.** Check-in time for Guest is 2:00PM CST. Checkout time is 11:00AM CST.
2. **Cancellations.**
 - 2.1. **Full Refund:** All reservation cancellations must be made seven (7) days prior to check-in time for a full refund.
 - 2.2. **Partial Refund:** Cancellations made 3-6 days prior to check-in time will receive a 50% refund of the reservation amount.
 - 2.3. **No Refund:** Cancellations made 2 days or less prior to original check-in time will not be refunded, and full reservation price will be charged.
3. **Guest Conduct**
 - 3.1. Quiet hours will be observed from 10:00PM CST to 7:00AM CST.
 - 3.2. The designated speed limit within the resort is 5MPH.
 - 3.3. Resort strictly prohibits abusive or disruptive behavior, whether directed at management, staff, or other persons. No illegal, noxious, or offensive activities shall be conducted at any campsite, including those that are or could become an unreasonable annoyance or nuisance to neighboring campsites.
 - 3.4. Firearms, fireworks, and open flames (except in designated fire pits) are strictly prohibited.
 - 3.5. All children under the age of 16 must be supervised at all times. Guests are responsible for the behavior and safety of all persons in their party. All children must be accompanied by an adult after dark.
 - 3.6. Guests shall not engage in major mechanical work at the resort.

4. **Insurance Requirements**

4.1. All Guests must maintain collision, casualty, liability and property insurance on all Guest vehicles, RV and equipment on the grounds.

4.2. Guest's personal property must be properly insured and Resort shall not be liable for the loss, theft, damage, or destruction of any Guest personal property.

5. **Waiver of Liability** - By accepting this reservation, you, the Guest, waive, release, and discharge Resort and Resort Parties from Claims for personal injury, property damage, loss, or other Claims arising from use of the Resort site and amenities, except to the extent prohibited by law, and any and all Claims against Guest's Party, Invitees, or any other guest or guest party or invitee of another guest of the Resort. This release includes any disputes regarding the performance, functions, and quality of the products and/or services provided to Guest and Guest's Party and any requests for refunds based upon disputes between Guest and Resort. Resort is not responsible or liable for lost, stolen, or damaged items or damages caused to Guest's vehicles or equipment.

6. **Indemnification** To the fullest extent permitted by Applicable Law, Guest shall indemnify, defend, and hold harmless the Resort Parties from and against any and all claims, demands, causes of action, damages, losses, liabilities, judgments, penalties, fines, costs, and expenses (including reasonable attorneys' fees and costs) (collectively "Claims") arising out of or relating to: (a) the acts, omissions, or negligence of Guest; (b) the acts, omissions, or negligence of any member of Guest's Party; (c) the acts, omissions, or negligence of any of Guest's Invitees, and (d) the acts, omissions, or negligence of any other guest, guest party, or invitee of another guest of Resort. Without limiting the foregoing, such indemnity expressly applies to Claims involving personal injury, death, property damage or loss, and alleged or actual violations of law, ordinance, or Resort rules, policies, or instructions. This Section shall not apply to the extent a claim is finally determined by a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of a Resort Party. Guest's obligations under this Section shall survive Guest's checkout, departure, expiration or termination of this Agreement, and any use of Resort property or services, until all such claims are finally resolved.

7. **Licensees** Guests acknowledge they are licensees, and management may terminate a guest's license and require immediate departure for violation of these Terms and Conditions.

8. **Legal; Venue** These Terms and Conditions are governed by the laws of the State of Oklahoma. Disputes, subject to the mediation requirement, will be resolved in Canadian County Oklahoma District Court or Federal District Court for the Western District of Oklahoma.

9. **Mediation Requirement** Guest and Resort agree that they shall first attempt in good faith to resolve any dispute, claim, or controversy arising out of or relating to these Terms and Conditions

(including its formation, interpretation, performance, breach, termination, or validity) by non-binding mediation before commencing any lawsuit or other proceeding. A party asserting a dispute shall provide written notice to the other party describing in reasonable detail the nature of the dispute, the relief sought, and the principal facts supporting the claim. The parties shall confer promptly and in good faith to schedule mediation in accordance with this Section. Failure to respond to a written notice within ten business days waives obligation to mediate on behalf of the demanding party only. The parties shall share the mediator's fees and any administrative fees equally, unless they agree otherwise in writing. Each party shall bear its own attorneys' fees and costs incurred in connection with the mediation. Notwithstanding anything to the contrary, a party may, without first mediating: (a) seek temporary restraining orders, preliminary or permanent injunctions, or other provisional equitable relief; (b) seek relief reasonably necessary to abate or address an emergency, imminent harm, or other nuisance; and/or (c) commence an action to recover payment of fees or other amounts due, including unpaid charges, late fees, interest, and reasonable collection costs. To the fullest extent permitted by applicable law, the mediation, including all communications, documents, and materials prepared for or exchanged in connection with the mediation, shall be confidential and treated as compromise negotiations. Such materials and communications shall be inadmissible in any subsequent proceeding, except to the extent necessary to enforce a settlement agreement or as otherwise required by law.

10. **Use of Service** Use of the site is at your own risk. Resort retains the right, in our sole and absolute discretion, to deny service and/or access to and/or use of the site to anyone at any time and for any reason without liability.

11. **Pond Usage.** The pond and surrounding areas (The "Pond Area") are amenities for registered guests and approved visitors of the Resort only. Unauthorized use is prohibited. The Pond Area is strictly USE AT YOUR OWN RISK.

11.1. No lifeguard is on duty.

11.2. The Resort may post, modify, and enforce rules related to the Pond Area which may not be reflected in these Terms and Conditions.

11.3. By entering or using the Pond Area, you acknowledge that you have read, understand, and agree to these Terms and Conditions and assume all risks, including drowning, injury, wildlife encounters, slips, falls, and water-related accidents. The Resort, its owners, employees, and affiliates are not liable for any injury, death, loss, or damage arising in or around the pond to the fullest extent permitted by law.

11.4. Children under 16 must be supervised by a parent or legal guardian at all times; parents/guardians are responsible for all their minor wards at all times.

11.5. No swimming, wading, or entering the water. Fishing is allowed only in designated areas and must comply with all applicable state regulations; observe any posted catch-and-release requirements.

- 11.6. Do not feed wildlife. Use caution around snakes, insects, and other wildlife. No littering; properly dispose of trash. No glass containers near the pond.
- 11.7. Violations may result in loss of privileges, fines, removal from the property, or termination of stay without refund. The Resort may close the pond at any time for weather, maintenance, water quality, safety, or operational reasons.

12. Campsite Standards

- 12.1. All campsites should be kept clean and neat, free of any fire hazards and clutter.
- 12.2. All vehicles and RVs must be neat and well kept.
- 12.3. Guests use Resort amenities at their own risk.
- 12.4. Guests shall not make any alteration to the electric, water, or sewer connections provided by Resort.
- 12.5. Guests shall be responsible to ensure proper connections and disconnections when connecting to sewer, water, and electrical services at Resort.
- 12.6. Only one RV and vehicle are allowed per campsite, unless otherwise approved by management.
- 12.7. Guests shall not perform vehicle maintenance, washing, or dumping of gray/black water outside of designated areas.
- 12.8. If Guest fails to clean campsite during their stay and prior to checkout, an automatic trash/cleanup fee of \$25.00 will be charged to guest.
- 12.9. All RVs must be professionally manufactured and in good, working condition.

13. Pets Pets are welcomed in guest accommodations, the Guest's own spot, and the designated pet areas around the resort only, subject to the following restrictions.

- 13.1. All pets must be leashed and under Guest control at all times.
- 13.2. Guest must clean up after their pets.
- 13.3. No aggressive behavior or excessive barking shall be tolerated.

14. Damage Guests are responsible for damages caused to Resort property, sites, and facilities. Any charges related to repair of damage done shall be applied to the payment method on file.

15. Long Term Stays

- 15.1. Guests staying more than thirty consecutive days must sign an extended-stay agreement.

15.2. Long term tenants do not establish tenancy or landlord-tenant rights.

16. Background Check.

16.1. By booking a reservation at the Resort, Guest expressly consent to a consumer background check being conducted as a condition of your stay. In accordance with the Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681, and applicable Oklahoma law, the Resort may obtain a consumer report or investigative consumer report about you for the purpose of evaluating your reservation request. Such reports may include, but are not limited to: (1) Criminal background history; (2) Sex offender and sexual predator registry checks; (3) Eviction history; (4) Identity verification.

16.1.1. Guest have the right to request a disclosure of the nature and scope of any investigative consumer report obtained by Resort. Guest also have the right to request a copy of any consumer report obtained within sixty (60) days of the Resort's action, and to dispute the accuracy or completeness of any information in such report directly with the reporting agency.

16.2. The Resort reserves the right to deny, cancel, or terminate a reservation based on the results of a background check, in accordance with applicable law and without discrimination on the basis of any protected class. Any denial based on consumer report information will be accompanied by an adverse action notice as required by FCRA. By completing your reservation, you acknowledge receipt of this disclosure and provide your express written consent to the procurement of a consumer report.

17. Electric Service Policy – Long-Term RV Guests

17.1 To promote fairness among guests, encourage responsible energy use, and recover the resort's actual cost of providing electric service, all long-term RV sites are individually metered and billed based on actual electricity consumption. The resort's electric billing policy is intended to recover the cost of electric service provided to long-term guests and to comply with all applicable Oklahoma laws and regulations governing utility billing.

17.2 Electric Rate:

Electricity is billed at \$0.173 per kilowatt-hour (kWh).

Meter readings are taken monthly, and electric charges will be added to the guest's monthly statement.

Guests are responsible for all electricity consumed at their assigned site during their occupancy.

17.3 Rate Guarantee:

The electric rate of **\$0.173 per kWh** is guaranteed through **October 31, 2026** and will not be increased during this period.