VILLA FARM, LLC
Terms & Conditions

Effective July 27, 2026

These Terms and Conditions apply to all scheduled services provided by Villa Farm, LLC, including but not limited to mobile petting zoos, animal encounters, cuddle sessions, educational presentations, face painting, and other contracted services.

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Terms and Conditions

Applicability of the Terms:

These Terms and Conditions apply to all bookings and scheduled services provided by **Villa Farm, LLC** ("Villa Farm, LLC"). By submitting a booking request, paying a deposit, or otherwise confirming a scheduled service, the client acknowledges that they have read, understood, and agree to be legally bound by these Terms and Conditions. The client further acknowledges that these Terms and Conditions govern the scheduled service and any related services provided by Villa Farm, LLC.

The individual completing the booking represents that they have the authority to enter into this agreement on behalf of themselves and any organization, business, school, church, municipality, or other entity they represent. The client further agrees that these Terms and Conditions apply to all participants, guests, attendees, and other individuals associated with the scheduled service.

Please read these Terms and Conditions carefully before confirming your booking.

Contractual Ability:

By entering into this agreement and submitting payment or a deposit to Villa Farm, LLC, the client represents and warrants that they are at least eighteen (18) years of age and have the legal authority and capacity to enter into a binding contract under applicable law.

Definitions

For the purposes of these Terms and Conditions, the following definitions apply:

Villa Farm, LLC: The service provider entering into this agreement with the client. References to **"Villa Farm, LLC staff"** include the owners, family members, independent contractors, volunteers, and other authorized representatives acting on behalf of Villa Farm, LLC.

Client: The individual, business, organization, school, church, municipality, government agency, or other entity entering into this agreement with Villa Farm, LLC.

Scheduled Service: Any service, rental, entertainment, educational presentation, animal encounter, petting zoo experience, cuddle session, or other activity provided by Villa Farm, LLC under a confirmed booking.

Service Area: The designated area where Villa Farm, LLC will unload, set up, and provide the scheduled service, including any approved alternate setup location.

Guests: All attendees, participants, spectators, invitees, volunteers, staff, or other individuals present during the scheduled service.

Animals: Any livestock, poultry, reptiles, small mammals, or other animals owned, transported, or exhibited by Villa Farm, LLC as part of a scheduled service.

Deposit and Payment:

A **$100 deposit** is required to reserve the services for your requested scheduled service date and time. Your booking is not confirmed until the required deposit has been received (or an approved payment arrangement has been made) and a confirmation document has been issued by Villa Farm, LLC.

Unless otherwise agreed in writing, the remaining balance is due **48 hours prior to the scheduled service date**. Failure to make payment by the due date may result in cancellation of the scheduled service for non-payment.

Quotes and requested scheduled service dates will be held for **seven (7) calendar days** from the date the deposit invoice is issued. If the required deposit is not received within that time and no other payment arrangement has been approved by Villa Farm, LLC, the quote will expire, the requested date and time will be released, and the scheduled service may be booked by another client.

By submitting a deposit, payment by check, purchase order, or any other approved method of payment, the client acknowledges that they have received, read, understood, and agree to be legally bound by these Terms and Conditions.

Approved Organizations: Churches, schools, municipalities, government agencies, and other qualifying organizations that require payment by check or purchase order may be approved to

submit payment on the day of the scheduled service. These payment arrangements must be requested and approved by Villa Farm, LLC prior to the scheduled service date.

Deposit Refunds & Rescheduling: Deposits are refundable if the scheduled service is canceled **more than five (5) days** before the scheduled service date. Cancellations made **within five (5) days** of the scheduled service are not eligible for a refund. However, the deposit may be applied toward one rescheduled service occurring within **one (1) year** of the original scheduled service date, subject to availability.

Approved refunds will be processed by Villa Farm, LLC within a reasonable timeframe. Depending on the client's financial institution and payment method, it may take **five (5) to seven (7) business days** for the refunded funds to appear in the client's account.

Cancellations by Villa Farm, LLC:

Villa Farm, LLC reserves the right to cancel or terminate any scheduled service, in whole or in part, if circumstances arise that are beyond our reasonable control or if conditions become unsafe for our staff, animals, equipment, or guests. These circumstances include, but are not limited to:

- Severe weather or other unsafe environmental conditions.
- Inaccurate, incomplete, or insufficient communication that prevents the scheduled service from being performed as agreed.
- Verbal abuse, physical abuse, threats, or harassment directed toward our staff.
- Any behavior that places our staff, animals, equipment, or guests at risk of injury or damage.
- Excessive intoxication of scheduled service attendees within the working area.
- The use or presence of illegal drugs or other illegal activity within the working area.
- Any other condition that, in the sole judgment of Villa Farm, LLC, creates an unsafe or unsuitable environment.

If Villa Farm, LLC cancels or terminates a scheduled service due to unsafe conditions, illegal activity, abusive behavior, or any breach of these Terms and Conditions by the client or their guests, the scheduled service will be considered canceled by the client, and no refund will be issued.

Weather Policy:

Villa Farm, LLC is committed to making every reasonable effort to provide services as scheduled, even in the event of inclement weather.

If rain or other adverse weather is expected, the client is responsible for providing a safe, covered, and suitable alternate location that can accommodate the animals, equipment, staff, and

guests. Villa Farm, LLC will make every reasonable effort to relocate the setup to a covered or sheltered area whenever possible.

If the client wishes to reschedule due to weather, the request must be submitted **at least forty-eight (48) hours** before the scheduled service to allow for adjustments. Rescheduled services are subject to availability.

The final determination of whether weather, ground, or site conditions are safe for the animals, staff, equipment, and guests rests solely with Villa Farm, LLC. If the client does not provide a safe alternate location, does not request to reschedule at least forty-eight (48) hours in advance, or if conditions are determined to be unsafe, Villa Farm, LLC reserves the right to decline or discontinue services.

Villa Farm, LLC's services are considered to have commenced once our staff, animals, and equipment are on route for the scheduled service. If our team arrives at the scheduled service location and is unable to safely perform the services due to weather conditions, the absence of a suitable alternate location, or other conditions within the client's control, the scheduled service will be considered fulfilled and no refund will be issued.

Additional Scheduled Service Time or Scheduled Services Ending Early:

Requests to extend a scheduled service are subject to Villa Farm, LLC's availability. Because we frequently have multiple scheduled services each day, **additional time cannot be guaranteed unless it has been arranged and confirmed in advance.**

If additional time is approved, the client agrees to pay the applicable fees immediately upon request. Additional charges may be invoiced or collected on-site and are due before the additional service time is provided.

Villa Farm, LLC reserves the right to conclude services at the scheduled end time, even if guests are still waiting to participate, unless additional time has been approved. We encourage clients to allow sufficient time for all anticipated guests when booking their scheduled service.

If the client chooses to end a scheduled service before the scheduled end time, no refunds, credits, or prorated adjustments will be issued. Once Villa Farm, LLC has arrived and begun providing services, the scheduled service is considered fulfilled, regardless of whether the client elects to conclude the service early.

Changes to a Scheduled Service

Any requests to modify a scheduled service—including, but not limited to, the scheduled service date, time, location, services, entertainment options, animal selections, guest count, or other booking details—must be submitted **at least ten (10) days** before the scheduled service date.

Villa Farm, LLC will make every reasonable effort to accommodate requested changes; however, changes requested less than ten (10) days before the scheduled service cannot be guaranteed due to scheduling, staffing, animal availability, and existing bookings.

Approved changes may be subject to additional fees if they increase the scope, duration, travel, or resources required for the scheduled service.

Animal Availability

Villa Farm, LLC is committed to providing a high-quality experience and will make every reasonable effort to include the animals requested by the client. However, because all animals are live animals with individual health, welfare, and behavioral needs, the availability of specific animals cannot be guaranteed.

To protect the health and well-being of our animals, Villa Farm, LLC reserves the right to substitute animals at any time due to illness, injury, pregnancy, temperament, weather conditions, veterinary recommendations, transportation concerns, or any other circumstance affecting an animal's safety or welfare.

Villa Farm, LLC guarantees the number of animals included with the client's selected package or pen size but does not guarantee the availability of any particular species, breed, color, age, or individual animal.

Substitution of animals shall not constitute a failure to perform the scheduled service and shall not entitle the client to a refund, credit, discount, or cancellation.

Photographs and videos displayed on Villa Farm, LLC's website, social media pages, advertisements, brochures, and other marketing materials are representative of the types of animals maintained by Villa Farm, LLC and are provided for illustrative purposes only. They are not a guarantee that any specific animal, breed, color, age, or individual animal will be present at a scheduled service.

Right to refuse service:

The safety and well-being of our staff, animals, equipment, and guests are our highest priority. Villa Farm, LLC reserves the right to refuse to begin or to immediately terminate a scheduled service if, in our sole judgment, conditions become unsafe or unsuitable.

Circumstances that may result in the refusal or termination of services include, but are not limited to:

- Verbal abuse, physical abuse, threats, intimidation, harassment, or inappropriate conduct directed toward our staff.
- Sexual harassment or any other unlawful or offensive behavior.
- Any action that places our staff, animals, equipment, or guests at risk of injury or damage.
- The presence of individuals who are excessively intoxicated or under the influence of drugs.
- The use, possession, or distribution of illegal substances in or around the service area.
- Dangerous property conditions or any other unsafe environment.
- Failure to provide the agreed-upon space or conditions necessary to safely conduct the scheduled service.

The client is responsible for maintaining a safe environment throughout the scheduled service and for ensuring that guests comply with these Terms and Conditions.

If Villa Farm, LLC refuses or terminates a scheduled service due to any of the circumstances described above or any other condition within the client's or guests' control, the scheduled service will be considered fulfilled. The client remains responsible for the full contracted amount, and no refund or credit will be issued.

Arrival Time & Setup Requirements:

Villa Farm, LLC will generally arrive approximately **10 to 60 minutes** before the scheduled service to allow adequate time for unloading, setup, and preparation so services can begin at the scheduled start time.

If Villa Farm, LLC is delayed due to circumstances within our control, we will provide the full contracted service time once setup is complete.

The client is responsible for ensuring the scheduled service location is safe, accessible, and suitable for the requested services. This includes providing:

- Adequate space for the contracted services and equipment.
- A clear and safe access path for animals, equipment, and staff.
- Reasonable parking accommodations for Villa Farm, LLC vehicles.

- Any required reservations, permits, or permissions for services conducted on public or third-party property.
- A suitable alternate covered location when required under the Weather Policy.

If setup or the start of the scheduled service is delayed due to circumstances within the client's control—including, but not limited to, the failure to provide adequate space, access, parking, permits, required accommodations, or timely access to the service area—the scheduled service will still begin at the contracted start time. Any delay caused by the client, venue, or guests will be deducted from the contracted service time, and Villa Farm, LLC is not responsible for extending the scheduled service beyond its contracted end time.

The client is responsible for ensuring that the scheduled service area is ready and available upon Villa Farm, LLC's arrival.

Animal Safety & Supervision

The client acknowledges that all animals provided by Villa Farm, LLC are live animals and, despite careful handling and supervision, may react unpredictably to loud noises, sudden movements, unfamiliar surroundings, or guest interactions.

The client further acknowledges that live animals may naturally nibble, chew, tug, sniff, or investigate clothing, shoes, shoelaces, jewelry, accessories, bags, strollers, or other personal belongings. While Villa Farm, LLC staff closely supervise all animal interactions and make every reasonable effort to prevent damage, such behavior is an inherent risk of interacting with live animals.

The client agrees to inform their guests of these risks and understands that Villa Farm, LLC shall not be responsible for ordinary wear, damage, or soiling to clothing, footwear, jewelry, accessories, or other personal property resulting from normal animal behavior during the scheduled service.

Guests are encouraged to secure loose clothing, dangling jewelry, hats, bags, and other personal belongings before interacting with the animals. Villa Farm, LLC is not responsible for loss of unsecured personal belongings brought into the animal enclosure.

Children must be supervised by a responsible adult at all times. Villa Farm, LLC staff are responsible for the care, handling, and welfare of the animals and are not responsible for supervising children or other scheduled service attendees.

Animal safety rules are posted on Villa Farm, LLC's fencing panels and other signage located throughout the service area. The client is responsible for ensuring that they and their guests read, understand, and comply with all posted rules, as well as any verbal instructions provided by Villa Farm, LLC staff during the scheduled service.

Failure to follow posted rules or staff instructions may result in Villa Farm, LLC limiting or terminating an individual's interaction with the animals or ending the scheduled service if unsafe conditions exist.

The following rules apply at all times unless otherwise instructed by Villa Farm, LLC staff:

1. **Please pet the animals gently.** Do not hit, chase, grab, pull, ride, or pick up the animals, or otherwise handle them in a rough or unsafe manner.
2. **Do not place hands, fingers, or objects inside an animal's mouth.**
3. **Do not feed the animals** unless permission has been given by Villa Farm, LLC staff and the feeding is supervised by Villa Farm, LLC staff.
4. **Only Villa Farm, LLC staff may open or close animal enclosure gates, pens, carriers, or other animal containment areas.**
5. **Shoes must be worn at all times** while inside or around the animal enclosure.
6. **Do not lean, sit, stand, or climb on the fencing or gates.**
7. **No running inside or around the animal enclosure.**
8. **Do not chase, corner, or intentionally frighten the animals.**

Villa Farm, LLC may modify or permit exceptions to certain rules during specific scheduled services or interactive animal experiences. Any exceptions will be communicated by Villa Farm, LLC staff and must be followed exactly as instructed.

Villa Farm, LLC reserves the right to limit or discontinue guest interaction with any animal whenever, in our sole judgment, doing so is necessary to protect the safety and well-being of the animals, our staff, or guests.

Animal Waste

The client understands that the animals participating in the scheduled service are live animals and may naturally urinate or defecate during the scheduled service.

Villa Farm, LLC will make every reasonable effort to promptly clean up animal waste and maintain a clean and enjoyable environment throughout the scheduled service. However, because animals cannot be trained to eliminate on command, the client acknowledges that temporary animal waste may occur during the scheduled service and agrees that this is a normal and expected part of interacting with live animals. The client is responsible for notifying Villa Farm, LLC staff if animal waste is observed so it may be cleaned promptly.

Assumption of Risk & Release of Liability

The client acknowledges that interaction with live animals and outdoor scheduled service equipment carries inherent risks. By booking a scheduled service, the client voluntarily assumes

those risks on behalf of themselves, their guests, invitees, and any minor children under their supervision.

The client accepts responsibility for any injury, loss, or property damage resulting from their own actions, the actions of their guests, or failure to follow the instructions provided by Villa Farm, LLC staff.

To the fullest extent permitted by applicable law, the client releases and agrees to hold harmless Villa Farm, LLC, its owners, staff, volunteers, and agents from claims arising out of the inherent risks associated with animal interactions and the scheduled service, except to the extent caused by Villa Farm, LLC's gross negligence or willful misconduct.

Insurance

Villa Farm, LLC maintains commercial liability insurance for its scheduled services.

Upon receipt of the required deposit (or approval of an authorized payment arrangement), Villa Farm, LLC will provide a Certificate of Insurance upon request.

If the client requires their organization, venue, municipality, or other entity to be listed as an **Additional Insured** or **Certificate Holder** on the Certificate of Insurance, the request must be submitted **at least fourteen (14) days** before the scheduled service. Requests received less than fourteen (14) days before the scheduled service may not be accommodated. If sufficient notice is not provided, Villa Farm, LLC will provide a standard Certificate of Insurance without additional endorsements or entity-specific listings.

Photography & Media

Villa Farm, LLC welcomes and encourages clients and guests to take photographs and videos of the animals during the scheduled service for personal, non-commercial use.

Villa Farm, LLC may occasionally photograph or record portions of a scheduled service for promotional, educational, or social media purposes. As a matter of practice, Villa Farm, LLC will request permission from a parent, legal guardian, teacher, or other responsible adult before intentionally photographing identifiable children.

The client is responsible for informing Villa Farm, LLC prior to the scheduled service if there are any photography restrictions or if any participant may not be photographed due to school policies, privacy concerns, court orders, foster care placement, or other legal or personal reasons. Villa Farm, LLC will make every reasonable effort to honor such requests.

The client acknowledges that Villa Farm, LLC cannot control photographs or videos taken by guests or members of the public during the scheduled service.

Force Majeure

Villa Farm, LLC shall not be liable for any delay, interruption, or failure to perform a scheduled service when such delay or failure results from circumstances beyond its reasonable control. These circumstances include, but are not limited to, natural disasters, floods, hurricanes, tornadoes, wildfires, acts of God, road closures, traffic accidents, government orders or restrictions, public emergencies, civil disturbances, labor disruptions, utility failures, or other scheduled services that make travel or the scheduled service unsafe or impossible.

When reasonably possible, Villa Farm, LLC will work with the client to reschedule the scheduled service, subject to availability. Nothing in this section limits Villa Farm, LLC's Weather Policy or any other provision of these Terms and Conditions.

Entire Agreement & Severability

These Terms and Conditions, together with the client's booking confirmation, invoice, approved quote, and any written amendments accepted by both parties, constitute the entire agreement between the client and Villa Farm, LLC regarding the scheduled service.

If any provision of these Terms and Conditions is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Villa Farm, LLC's failure to enforce any provision of these Terms and Conditions shall not be considered a waiver of its right to enforce that provision or any other provision in the future.

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Texas.