

JUNEBERRY

NC RIDGE USA

LODGING RENTAL CONTRACT

OPERATING HOURS:

When making reservations to stay with Juneberry Ridge, please keep these items in mind:

-Check-in Time: 12:00pm to 6:00pm*

-Check-out Time: 10:00am

*A \$35 late check-in fee is applicable

Guests must be 21 or older to make a reservation and/or check-in. Visitors under the age of 21 must be accompanied by someone 21 or over during their stay.

Scheduling. Cabin rentals are scheduled on a first-come, first-serve basis. Requests for reservations will remain tentative until the interested party has signed this Rental Form and submitted payment of the required deposit(s). *When reserving a date, the Client must clearly specify check-in times.* Facilities at Juneberry Ridge are shown by appointment only. Please note that because Juneberry Ridge is a private residence and not a public lodging facility, rentals must operate under special guidelines. Thus, management reserves the right to refuse future reservations if it judges that a group has not observed proper decorum at all times.

Lodging Deposit. A deposit of 100% is required at the time you schedule your reservation. The deposit will be applied toward the total rental cost. Any remaining payment will be due on the day of your reservation check-out.

Payment. We gladly accept all major forms of payment (cash, personal or corporate check, and credit cards: Visa, MasterCard, American Express, and Discover cards). Checks must include your rental date(s) in the memo and should be mailed to the following address.

Juneberry Ridge
Attn: Donna Elyea
40120 Old Cottonville Road
Norwood, NC 28128

In the event that any check is returned by the financial institution, the Client must pay the check amount plus a returned check fee. Please note that final taxes, security deposits, and service charges are calculated at the end of your reservation and are subject to change without notice.

Cancellation. Reservations may be cancelled up to 60 days prior to your expected arrival with a refund of deposit less an administration fee of 5% of deposit. Cancellations made up to 30 days prior will result in a forfeiture of 50% of deposit. Cancellations within 14 days prior to your arrival date will result in forfeiture of full deposit amount. Within 24 hours, a service charge of \$50 is applicable.



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Occupancy Tax. There is a required North Carolina Sales Tax of 7.00% as well as a Stanly County Occupancy Tax of 6.00% that must be applied to each rental.

Minimum Night Stay. A minimum stay of two nights is required, unless you receive prior approval.

Early Check-out. A service charge of \$100 will be applied should you check-out prior to your scheduled departure date. If booked with a minimum night requirement, you will be charged the full length of your reservation.

Lost and Found. Juneberry Ridge does not accept responsibility for the damage or loss of any items prior to, during or following your stay.

Photography. Professional photography and recording of video on the premises is not allowed without prior approval. Personal photography is allowed in public areas of the Farm only, and is restricted to the facility(s) rented. Because it is a private residence, approval must be provided for all personal photographs taken outside the Owner's Main Cabin. It is the sole responsibility of the Client to instruct guest(s) of the same.

Landscaping/Appearance of the Property. While every effort is made to keep the grounds beautiful at all times, no guarantee can be made by Juneberry Ridge regarding the type, color or quantity of plants in bloom on the property.

Nature. Because we are in a wooded, natural habitat, it is not uncommon for wildlife sightings, including, but not limited to deer, snakes, coyotes, and wild pigs. In the event a wildlife sighting occurs during your time on the property, it is advisable to ignore the animal and not try to catch, divert or "scare away". Juneberry Ridge is not liable for any injuries, bites, illnesses or death caused by wildlife. Additionally, acts of nature, such as lightning, wind, and hail can occur without prior warning. Juneberry Ridge is not responsible or liable for any damage to property, injuries, illnesses or death caused by acts of nature.

Creeks and Ponds. Waterways, including creeks and ponds, at Juneberry Ridge are for water flow control and beauty, and are not for public use. Unless permission is otherwise granted in writing, the Client agrees to stay out of all creeks and ponds located on the property. It is the sole responsibility of the Client to instruct guest(s) to do the same.

Speed Limit. For the safety of everyone on the property, *please adhere to our 10mph speed limit policy.* It is the sole responsibility of the Client to instruct guest(s) to do the same.

Liability from an auto accident on the property is the sole responsibility of the driver.

Parking. For the safety of all guests, please do not park in fire lanes, by fire hydrants, or blocking driveways. All vehicles illegally parked on the Farm property are subject to fines and/or towing at the Client's expense.



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Force Majeure. Neither party shall be liable for damages or have the right to terminate this agreement for any delay or default if such delay is caused by conditions beyond its control including, but not limited to: acts of God, government restrictions, mechanical, electronic or communications failure, wars and/or any other cause beyond the reasonable control of the party whose performance is affected.

Liability. Guests/Clients are responsible for all costs for any damage or loss to the premises, building, or building's contents caused by or arising out of the Client's activities while on the property. Additionally, any loss or damage to other's property and/or injury or death to any person(s) caused by or arising out of the Client's activities while on the property will be the responsibility of the Client. Furthermore, young adults and children must be under the immediate supervision of an adult chaperon at all times.

Indemnification. To the fullest extent permitted by law, the Client shall indemnify and hold harmless Juneberry Ridge, its consultants, agents and employees, as well as other Clients from and against any and all actions, claims, lawsuits, damages, losses, expenses, and liability for death, injury or alleged injury to any person, including but not limited to, attorneys' fees, which arise in any manner, or are alleged to have arisen, from the acts, omissions or wrongful conduct of the Client, in connection with the Client's occupancy, authorized or unauthorized, use of the Farm's premises.

Smoking. Out of concern for all of our guests, and to ensure compliance with State laws, Juneberry Ridge has been designated as a Non-Smoking facility. Smoking is, however, permitted in designated outdoor areas only. Please note that a cleaning fee of \$500 will be charged to any guest that smokes in the Cabins.

Animals/Pets. We consider pets to be an important and valuable member of the family. We welcome all service animals free of charge. All other guests bringing a pet will be subject to an additional fee of \$150.

Americans with Disabilities Act. Concerning the Americans with Disabilities Act and all the regulations there under ("ADA"), Lucky Clays Farm is responsible for the permanent building access requirements: such as, but not limited to, wheelchair ramps, restroom standards, and internal hallways and doors. Visitors are responsible for the non-permanent accessibility requirements, such as, but not limited to, seating accessibility, assistive listening devices, sign language interpreters, signage and other auxiliary aids.



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RELEASE AND INDEMNITY

This AGREEMENT made and entered into this date by and between Juneberry Ridge and (herein after referred to as the "Client") defines the terms and conditions for the Client's use of the facilities of Juneberry Ridge on/from (reservation date/range).

WHEREAS Juneberry Ridge is a privately-owned event facility located in Stanly County at 40120 Old Cottonville Road, Norwood, NC.

WHEREAS the Client has requested of Juneberry Ridge permission to use and occupy the premises; and,

WHEREAS Juneberry Ridge allows use of the premises for meetings, receptions, and other gatherings sponsored by groups or private individuals.

NOW THEREFORE, in consideration of said use being permitted by Juneberry Ridge on the above stated date, the Client does herewith agree to release Juneberry Ridge of and from any liability for bodily injury or death sustained by the Client or by guests and/or invitees of the Client and for loss of or damage to any property sustained in connection with such use. Additionally, the Client does herewith agree to indemnify and hold harmless Juneberry Ridge for any and all claims or causes of action which might arise from the use of the premises on the date(s) specified herein or as otherwise agreed to.

All Clients are required to adhere to the rules established by Juneberry Ridge and to inform their guests to honor them. The Client agrees to be responsible for any damage to the premises or to personal property located thereupon as a result of use of the same.

I HAVE READ THE CABIN RENTAL POLICIES AND GUIDELINES FOR JUNE BERRY RIDGE AND AGREE TO ABIDE BY THEM. THIS RELEASE AND INDEMNITY IS FURTHER CONSIDERED A PART OF AND INCLUDED WITH ALL FURTHER CONTRACT(S) BETWEEN JUNE BERRY RIDGE AND THE CLIENT.

CLIENT SIGNATURE: _____ DATE: _____

