

Hocking Lodging Company:

BLACKBERRY BRAMBLE Booking Terms/Rules of space + Indemnification Waiver

**BOOKING TERMS/RULES SPACE FOR BLACKBERRY BRAMBLE:**

Below is the Leasing Agreement/Rules of space for any property under Hocking Lodging Company management. By continuing with your reservation and making payment, you are electronically agreeing to the guidelines set forth.

- 1) Must be a min of 21 years old to rent Blackberry Bramble with proof of age. Minors must be under adult supervision at all times.
- 2) Quiet hours are from 10pm-8am.
- 3) No pets at BB. Evidence of pets results in a minimum \$300 fine.
- 4) Absolute max at any time including 'day visitors' can not go over 4 total adults/children. We will check. Stay can be terminated w/ no refund.
  - (a) For adult-only stays, all guests must be 21+ with proof of ID.
- 5) No fireworks/firearms. No hunting. Evidence of such results in additional charges.
- 6) No smoking/vaping indoors or on decking. Evidence of such results in additional charges.
  - (a) Guests are welcome to smoke around the gravel/fire pit area off site, but not anywhere on or near the decking/cabin. Clean up your waste.
- 7) At the conclusion of your stay, all trash must be removed from inside the cabin and placed in outdoor bins.
- 8) You are automatically fined for any bodily fluids that need to be cleaned. This includes vomit, urine, blood, etc. Add'l costs may occur if damage/stains are not repairable.
- 9) Parking area can sustain 2 vehicles. Carpool where necessary. 4-wheel drive recommended in inclement weather. Do not drive/park in grass.
  - (a) There are no refunds due to weather/driving conditions.
- 10) Off-road vehicles, atvs, 4wheelers, etc., not permitted.
- 11) No confetti, glitter, balloons, tape etc., associated w/ decorating. Excessive clean up charges (hourly rate) applies if housekeeping is required to clean decorations.
- 12) Hot tub: We will not issue any refunds for hot tub failures or for rare instances of inability to use during your stay.
  - (a) Our hot tubs are routinely changed/continuously sanitized. Hot tubs left excessively dirty are billed accordingly.
  - (b) Damage to hot tub covers results in exact cost of replacement.
  - (c) Glass not permitted in/around hot tub. Bring disposable cups/cans. Evidence of such results in additional charges.
- 13) Unit is inspected & maintained prior to your arrival. We do not issue refunds in the event of mechanical failures, power outages, absence/unexpected availability of usage of any items, nor for any other utility problems.
- 14) Please follow our final email for specific check out instructions at your time of departure. We also post check out directions in the cabin.
  - (a) Be respectful of times noted. If you delay w/ cleaning/maintenance crews waiting, you face \$200 fines/hour (\$50 for each 15 minute increment) as we are doing our best to prepare for our next guests in the short time provided.
- 15) FORGET SOMETHING?: We will ship out to you for cost to ship + \$10 ship fee.

**INJURY/LOSS/ILLNESS (INDEMNIFICATION AND WAIVER):**

The owners are not responsible for any accidents, events, injuries, or illness that occurs while on the premises or facilities. By accepting a reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premises.

You hereby agree to indemnify, defend, and hold The Hocking Lodging Company, the property owner, and any affiliated party harmless from any and all claims, demands, costs, liabilities, losses, expenses and damages (including reasonable attorneys' fees, costs, and expert witnesses' fees) arising out your use of the property, or any use of the property by your guests.

**DAMAGE BY GUESTS:**

In the event of damages or extra cleaning requirements created by guests not covered above, additional charges may be applied to the credit card on file with our office.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any action brought by either party against the other concerning the transactions contemplated by this Agreement shall be brought only in Hocking County, Ohio.

**PLEASE FORWARD THIS AGREEMENT ONTO ANY MEMBERS OF YOUR PARTY FOR FULL UNDERSTANDING BY ALL GUESTS. FAILURE TO FOLLOW THESE POLICIES WILL RESULT IN FEES CHARGED TO THE RENTER'S CREDIT CARD ON FILE.**