

**Hocking Lodging Company:
Heartland Lodge Booking Terms/Rules of space + Indemnification Waiver**

BOOKING TERMS/RULES OF HEARTLAND LODGE:

Below is the Leasing Agreement/Rules of Heartland Lodge. By continuing with your reservation and making payment, you are electronically agreeing to the guidelines set forth.

- 1) Must be 25+ years to rent Heartland Lodge w/ proof of age. Each reservation may require a \$500 security deposit. **This is due in check form and deposited** 30 days prior to check in. This is refunded in full within 7 days of checkout provided everything has been left in good working order, leasing agreement has been followed, and check out instructions have been completed.
- 2) Quiet hours from 10pm-8am.
- 3) No pets at Heartland Lodge. Discovery of pets results in a minimum \$300 fine.
- 4) Absolute max at ANY time including 'day visitors' can not go over 17 total adults/children w/o prior arrangements. We will check. Stay can be terminated w/ no refund.
 - (a) For adult-only stays, max of 14 guests all over age 25 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/lodge. Clean up your waste.
- 7) At the conclusion of the stay, all trash must be removed from inside, tied, and placed neatly in outdoor bins. Make sure lids are closed at all times to deter unwanted pests. No loose trash should be put in bins. \$200 clean up charges for trash left behind.
- 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 5 vehicles. Carpool where necessary. 4-wheel drive recommended in inclement weather. Do not drive/park in grass. Vehicles must stay on driveway.
 - (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 tubs: 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, hot tub issues, nor for any utility; internet, cable, etc., problems.
- 14) Please follow our final email for specific check out instructions at your time of departure by 10:30am. We also post check out directions in the lodge.
 - (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 security deposit and/or 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 DEDUCTIONS FROM THE SECURITY DEPOSIT AND/OR FEES CHARGED TO THE RENTER'S CREDIT CARD ON FILE.