

## **Willow Stone Farm - 2020**

### **Lodging and Lodging-related Special Events Agreement**

Welcome to Willow Stone Farm! We are honored to host you and your guests, and hope you enjoy your stay. If we can be of service during your stay, please let us know.

#### **Lodging Occupancy**

The Property has four (4) beds to accommodate a base occupancy of eight (8) people. Up to twelve (12) additional guests can stay [via three (3) regular sofas and floor space for air mattresses, sleeping pads and/or sleeping bags] at an additional per-guest-per-night fee. This additional fee varies according to guest age; see the Rental/Event Rates section on Page 2 for specific fees and rates.

The maximum number of total lodging guests aged four (4) years of age or older cannot exceed twenty (20) at any time. Campers, motorhomes, RVs, etc. cannot be parked, nor can tents, lean-tos, etc., be erected on the Property for the purpose of extra occupancy. Any violation of the maximum occupancy limit may be grounds for Expedited Eviction.

You will be required to fill out and submit an Occupant List, available on our website, within seven (7) days of your arrival; we will require occupant first/last name and age group at the time of check-in (e.g., younger than 4 years old, between 4-18 or over 18).

#### **Peak Stay Nights & Minimum Stays**

For reservations occurring through peak season, between the third weekend in April through the first weekend in November, bookings must include package of Barn and House for Thursday through Sunday rentals. A two (2)-night minimum stay is required for any bookings covering Thursday, Friday, Saturday and/or Sunday.

House rental (without Barn) is available in stays between Monday through Wednesday year round and Thursday through Sunday in non-peak season, between the second weekend in November through the second weekend in April.

#### **Rehearsal Dinners if Lodging Two or More Nights**

Our normal small event fee for rehearsal dinners and the like is \$350, plus table and chair rental. However, book a two (2) night or more stay with us, the event fee for your rehearsal dinner is only \$100 (4 hour and up to 40 person included; additional hours and guests are extra). Table and chair rentals, in addition to extra guest and extra hour rates, are your responsibility, and are listed in the Rental/Event Rates section on Page 2.

**Rental/Event Rates**

Item	Fee	Quantity	Extended Cost
Lodging Fee, Thu-Sun non-peak season only	\$650 per night (8 guest max, 2 night min)		
Lodging Fee, Mon-Wed	\$500 per night (8 guest max, no min stay)		
Extra Guest ( $\geq$ 4 yrs)	\$25 per person per night (property cannot exceed 20 occupants total at any time)		
Extra Guest (1-3 yrs) (less than 1 yr = \$0)	\$10 per person per night (these guests do not count towards the 20 occupancy max)		
Dog Guest	\$25 per night per dog (2 dogs max)		
Hotel Tax	Union County 5% Hotel Tax		
<b>Lodging Total</b>			

Item	Fee	Quantity	Extended Cost
Rehearsal Dinner Fee (if lodging $\geq$ 2 nights)	\$100 (up to 40 guests, 4 hours max)		
Small Event Fee	\$350 (up to 40 guests, 4 hours max)		
Table Rental Fee	\$8 per table (5' round, seats 8; linens not included)		
Chair Rental Fee	\$2.50 per chair (white resin folding chair)		
Extra Guest Fee	\$10 per person (property cannot exceed 80 event guests at any time)		
Extra Hour Fee	\$100 per hour		
<b>Small Event Total</b>			

**Other Special Events & Weddings**

We're happy to help you host your special event on property. Please talk to one of our representatives for further information (e.g., required additional liability insurance, etc.), availability and combined pricing for use of both Barn and House.

Item	Fee	Quantity	Extended Cost
Wedding: Rental of Barn and House	\$6,000 Use of Barn and House Thur-Sun 8 people, \$25 for each additional person per night, up to 20 people		
	<b>Additional Services:</b>		
Parking Assistance	\$300 for 8 hours		
Table Rental Fee	\$8 per table (5' round, seats 8; linens not included)		
Chair Rental Fee	\$2.50 per chair (white resin folding chair)		
Set up assistance	\$500		
Tear down/Clean up	\$800		
<b>Wedding Event Total</b>			

Item	Amount
Lodging, Small Event and Wedding Subtotal	
6% PA Sales Tax	
<b>Total Agreement Amount Due</b>	

**Reservations & Payment Schedule**

General reservations can be made via website, email or phone contact with one of our representatives.

- **First 25% Down Payment:** A down payment of 25% of the total rental cost is required to hold your reservation, along with the signed Rental Agreement, within your priority reservation window.
- **Second 25% Down Payment:** Another 25% down payment of the total rental cost is due within ninety (90) days of making your reservation. Receipt of this second down payment fully reserves your date at Willow Stone Farm.
- **Remaining 50% Balance:** The full, remaining balance of rent, taxes, fees and security deposit are due ninety (90) days prior to your arrival at Willow Stone Farm.

### **Payments**

Payments can be made in the form of personal check, money order or cashier's check made out to Willow Stone Farm, LLC and mailed to Willow Stone Farm, LLC, 100 Cedar Run Lane, Mifflinburg, PA 17844. There will be a \$35 charge for returned checks/insufficient funds.

Please provide your best estimate of number of lodging occupants in your initial reservation. We understand that the number of occupants may change, and we can accept additional occupants at check-in, provided the total occupancy does not exceed twenty (20). For each additional occupant presenting at check-in that was not included in the initial reservation count [beyond the base rate occupancy of eight (8)], we can only accept cash for their per-night lodging fee at check-in. We do not issue refunds for excess/unused additional guest fees made in your initial reservation, in the event you have fewer occupants than you planned for.

If we do not receive payments due by their specific timeframes, we may cancel/release your reservation without prior notice.

### **Changes & Self-requested Cancellations**

We will attempt to accommodate your requested changes to the best of our ability and availability. Any requests for date changes must be in writing. You may cancel this Agreement without cause upon written notice to us at any time prior to your reservation start date.

Down payments are 100% refundable if cancelled more than 365 days prior to your reservation start date; 50% refundable if cancelled between 365 and 270 days prior to your reservation start date, and non-refundable if cancelled less than 270 days prior to your reservation start date.

If you cancel less than 60 days prior to your reservation start date, you will owe us for the full rental amount, including any reasonable collection and/or legal fees in the event of non-payment of that amount.

### **Renter's Duties, Liability & Assumption of Risk**

You are responsible for not only your conduct, but the conduct of your guests, regardless of the guests' lodging or invitation status. You are responsible for ensuring all guests comply with our policies. You assume all liability for any willful or neglectful/unintentional damage, defacement or removal of property inside and/or outside the Premises beyond ordinary wear and tear, acts of the Owner or natural forces.

With the exception of gross negligence or willful misconduct on our part, Willow Stone Farm has no liability to you or any of your guests, regardless of lodging or invitation status, for any injury, damage, loss or cost. You agree to indemnify and hold us harmless for any liability, damage or expense.

You assume all risk of damage to the Premises or to injury to any guest, regardless of lodging or invitation status, on the Property.

### **Expedited Eviction**

If, in our sole discretion, you incur a material breach of this Agreement that results in a violation of the occupancy limit and/or major (a) damage to the Premises, (b) personal injury to you or others, and/or (c) violation of law/local code, this may be grounds for expedited termination of your rental. We cannot issue any refunds of unstayed and/or unused rent or fees in this occurrence. For everyone's sake, we hope things don't devolve to this point!

### **Security Deposit**

Your Security Deposit shall be applied to the cost of service, additional cleaning, repair and/or replacement to the Premises for damage, defacement and/or removal of property caused by you and/or your guests. Please let us know as quickly as possible of any damage, defacement and/or removal of property that occurs. The Security Deposit may also be applied to any unpaid additional guest, pet, or event costs/fees.

The Security Deposit amount needs to be received at least 90 days prior to your reservation start date. See the Reservations & Payments sections for more information on how payments can be made.

Your Security Deposit will be refunded within thirty (30) days of your departure, less any deductions. If deductions are required, a listing of the deduction amounts and rationale will be provided to you in writing (via email or paper mail). You agree to reimburse us for any costs incurred in excess of the Security Deposit. Costs shall include reasonable attorney fees and court costs incurred by us in enforcing this Agreement.

### **Changes, Refunds, etc.**

Property pricing, descriptions, amenities, etc. are subject to change without notice and without refund. If a natural disaster (e.g., tornados, flooding, forest fires, etc.,) or man-made disaster, provided it is not subsequently determined the disaster was caused by you, renders the Property

un-rentable prior to your arrival or during your stay, we will refund your monies paid. Refunds will be provided via check within forty-five (45) days.

We are not responsible for inclement weather or weather-related problems, and cannot issue any refunds for these scenarios. We suggest you have contingency plans in place for adverse weather.

As previously mentioned in the Payment section, we cannot issue refunds for unused additional guest fees in the event you have fewer occupants than you initially reserved for.

### **Check-in**

Check-in time begins at noon/12 p.m on the day of your arrival. Please let us know when you will be checking in in advance, so we can ensure we have a representative onsite to greet you at the Farm and begin the check-in process. In the event that repairs or extensive cleaning from the previous guests are required, your check-in may be delayed until no later than 4:00 p.m., and we will contact you as soon as possible in this event.

We must check you (the rental agreement holder) in first, prior to checking in any of your guests. You may have another person check in on your behalf, provided you notify us in writing in advance. We cannot check in any of your guests until you or your authorized representative have checked in.

As your guests arrive, they will need to write down their check-in date and time, and initial that information. As mentioned in the Payments section, we can accept additional occupants at check-in and require their per-night fee to be paid in cash as they check in.

### **Check-out**

Check-out time ends at 11 a.m. on the day of your departure. You may have another person check out on your behalf, provided you notify us in writing in advance. As your guests depart, they will need to write down their check-out date and time, and initial that information.

The Home will have a current checklist of all items that must be taken care of prior to vacating the Premises. Activities may include:

- Remove all opened food and beverage items from refrigerator, freezer, closets and cupboards, and either take with you or dispose of in the trash. If you have unopened food/beverages you do not wish to take with you, you may leave it on the countertop (or refrigerator, if needed) and we will ensure it's dealt with accordingly.
- Remove all personal items. We will hold forgotten items for up to 30 days, after which they will be disposed of accordingly. You are responsible for the packing and/or shipping costs for returning said items, if you're unable to pick up in person.
- Collect and dispose of any trash in trash receptacles.
- Load and run dishwasher. The cycle does not have to finish by the time you vacate, but the cycle must be started before you leave.

- Strip the beds of all sheets and pillowcases. Gather stripped bed linens and used towels/washcloths, and place on the laundry room floor.
- Return any moved furniture and/or furnishings to their original location.

### **Smoking**

Smoking is only allowed in designated outdoor smoking areas located on Willow Stone Farm. If smoking is observed, directly or indirectly, in prohibited areas, you will be responsible for additional cleaning charges.

### **Furnishings & Amenities**

Upon your arrival, you can expect:

- Typical bed linens provided, with beds made
- Home and pool cleaned upon arrival
- A bath linen set (1 body towel, 1 face/hand towel and 1 washcloth) provided for each guest, based on reserved occupancy; sets for additional guests presenting at check-in are available
- Central air/heat
- Wifi
- Dishwasher
- Microwave
- Fully equipped kitchen
- Pool Courtyard furniture
- Built-in outdoor gas barbeque grill and gas fireplace
- Washer and dryer
- Vacuum cleaner
- A TV in every bedroom and in the living room

The house is equipped with basic housekeeping items such as kitchen appliances, dishes, cookware, silverware, glassware, bed pillows and bed and bath linens. You are expected to use the Property and furnishings as if they were your own, and leave all undamaged and clean upon your departure. Any furniture or furnishings moved during your stay must be returned to its original position.

We make an effort to advertise the property as realistically as possible with regard to space, decor and physical condition. If you have any specific requirements for your stay, we suggest you tour the property in advance, as we are unable to relocate you or offer any refunds upon arrival unless the property is deemed unfit for habitation.

### **Security & Keys**

Crime is not common in our area, however, you are encouraged to practice common-sense security measures during your stay. We are not responsible for damaged, lost or stolen personal property. Keep personal valuables out of sight and/or locked in a secure location of your choosing. Lock the Home's doors upon retiring for the evening or leaving the Property.

A predetermined number of keys will be provided at check-in. The same keys/number of keys presented at check-out must match the keys/number of keys provided at check-in. You are responsible for any charges to have the Home's locks re-keyed and/or changed out, if any keys are missing at check-out.

The House exterior is under video surveillance.

### **Private & No-Entry Areas**

The Property rental comes with access to the main/first and second floors of the Home, along with access to the surrounding exterior. Access to the Home's lower level, Garage, and all other outbuildings is not permitted. You agree not to enter these areas, or any other areas marked as no-entry. You also agree to respect any locked doors, cabinets, etc.

### **Vehicles & Parking**

Driving is permitted on blacktop areas only. Parking is permitted only in areas marked as such. Vehicles may not be parked on the entrance road, the driveway or any area not identified as a Parking area. Campers, RVs, motorhomes, etc. are not allowed on the Property at any time.

### **Pets**

Up to two (2) dogs are allowed to stay on Property, at an additional per-dog-per-night fee. Dogs are not allowed inside the Home at any time; there will be a special area inside the Garage where crated dogs may be kept. Dogs must be crated while you/their owner is not on the Property, and must be leashed and under control while you/their owner is on Property. Dogs must be healthy, have appropriate and current vaccinations, and be housebroken/use an outdoor bathroom. Dogs requiring indoor "pee pads," diapers or litter pans are not allowed on the Property. We reserve the right to refuse continued lodging to dogs/owners who enter the Home, are free-roaming, aggressive, appearing unhealthy, excessively loud or unable to abide by these rules.

### **Pool & Pool Courtyard**

The outdoor Pool is available, depending on the weather. Pool availability/access is not guaranteed, nor is a swimmable water temperature.

No lifeguard is on duty; swim at your own risk. No diving allowed. No glass, ceramic or other materials that shatter (e.g, drinkware, dishes, serving dishes, etc.,) are allowed in the Pool or Pool Courtyard. Children not toilet trained must wear a swim diaper. Children under 12 years of age are not permitted in Pool without proper adult supervision. Absolutely no pets are allowed in the Pool.

### **Outdoor Gas Grill & Fireplace**

We provide a large, built-in outdoor gas Grill in the Pool Courtyard, along with typical grilling tools like a grill brush and tongs. If you use the Grill during your stay, please ensure it's cleaned before your departure. You may not bring in additional grills without prior written approval.



The Pool Courtyard also features an outdoor gas Fireplace. You may not cook foods or place any substances (e.g., paper, wood, etc.) in or on the Fireplace. As the Fireplace is open and not covered, special caution is urged for children, elderly, intoxicated guests, etc. You may not bring in additional fireplaces, fire pits, chimineas, or other fire-related containers without prior written approval.

Instruction sheets for operating these units are located at the Home.

### **Open Flames & Fireworks**

Open flames are not permitted at Willow Stone Farm. Flames enclosed in a container (e.g., lantern, etc.) are permitted, however, we highly recommend using battery-operated candles/lighting for your safety. Any flames must be extinguished before retiring for the evening or vacating the Property.

Fireworks of any kind are not permitted at Willow Stone Farm without prior written approval. We will provide you with the contact information for two professional pyrotechnic firms that may be used (at your expense) once you've received approval.

### **Wifi, Phone, Cable, Etc.**

Wifi is available for your use. The Home will have signage providing the wifi network name and password. You may not use our wifi for any illegal activities.

Long distance calls, Internet downloads, pay-per-view shows, etc. are not allowed to be charged to the Property. Violation of this provision may result in additional fees, in addition to reimbursement for the charge(s).

The Home does not have a landline phone, and we suggest you utilize your own mobile phone(s) for any telephonic needs.

### **Owner Onsite & Maintenance**

The Property Owner maintains daily residence in the lower level of the Home. You may not access the lower level at any time. You may see the Owner during your stay managing/maintaining the Farm and Property.

We make every effort to keep the Premises, its equipment and amenities in good working order. Please notify us immediately of any problems you encounter during your stay so that repairs may be made timely. Maintenance personnel may enter the Premises to perform maintenance or repairs during reasonable hours without prior notice. Sorry, we cannot provide refunds for inoperable home appliances/equipment or disruption of any utilities.

### **Farm Animals & Equipment**

The Property currently operates as a “gentleman’s farm,” with small farm and wild animals (e.g., chickens, sheep, farm cats, Canadian geese, mink, snakes, deer, etc.) and farm equipment onsite. You may not approach, feed, tease, touch or otherwise engage with any wild or farm/domesticated animals onsite. Farm equipment may not be climbed, played upon or operated.

### **Property/Grounds & Buildings**

The Property includes multiple farm-related outbuildings. Pictures may be taken of and near the buildings, however no one is allowed inside the buildings without prior written approval.

Also on the Property are a small pond and stream. You are not allowed in the pond or stream at any time. The ground near both water features may be muddy, soft, uneven, and not sure-of-foot. Extra caution is suggested for children, intoxicated guests, etc.

The Property also contains wooded/shrubbed areas that may contain harmful plant species such as stinging nettle, thorns, poison ivy, etc., and we suggest containing your activities to defined paths and open areas.

Smoking is not permitted anywhere on Property.

### **Alcohol**

Beer and wine (served any style) do not require a bartender (for special events). Hard alcohol/liquor (served any style, including mixed drinks) requires a PA RAMP-certified bartender to serve (for special events). No one under the age of 21 may be provided or consume alcohol at any time. “Shots” may not be provided or consumed at any time, without prior written approval. Glass, ceramic or other drinkware/barware that shatters is strictly prohibited from the Pool and Pool Courtyard area.

### **After-parties**

The Property may not be used as an “after-party” location for any guests who are not lodging onsite. Lodging guests are welcome to gather quietly, provided there is no additional group activities or consumption of alcohol, and provided that all other Property rules and policies are abided by.

### **Medical & Emergency Care**

Medical and/or emergency care may be delayed given the farm’s remote, country location. The nearest urgent care center and hospital is in Lewisburg, PA, which may be an hour drive depending on traffic. Please plan your onsite activities accordingly and think twice before engaging in anything dangerous. The Home will have a list of emergency contacts and directions.

**RENTER INFORMATION:**

**Renter Full Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Check-in Date:** \_\_\_\_\_ **Check-out Date:** \_\_\_\_\_

**Estimated Number of Occupants (including you):** \_\_\_\_\_

This Agreement (“**Agreement**”) made as of the latest signature date below (the “**Effective Date**”) is by and between Willow Stone Farm Pennsylvania, LLC (“**Willow Stone Farm**”) and the Renter named below (“**Renter**” or “**You**”). Willow Stone Farm and Renter are collectively referred to as the “**Parties.**”

This Agreement, together with any subsequent Addendum, constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous discussions or agreements regarding Renter’s use of the Premises, and may only be modified or amended in writing by the Parties.

This Agreement and Renter’s obligations under this Agreement must be performed in compliance with all applicable federal, state and local laws, regulations and ordinances.

Either Party may elect not to enforce their rights and remedies provided under this Agreement, valid only if in writing. In any event, failure by either Party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

Therefore, Renter and Willow Stone Farm have executed this Agreement as of the Effective Date.

**RENTER:**

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**WILLOW STONE FARM:**

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

FOR WILLOW STONE USE:

Down Payment 1 Due Date:	
Down Payment 1 (25%) Amount Due:	
Down Payment 1 Receipt Date/Amt/Check #:	
Down Payment 2 Due Date:	
Down Payment 2 (25%) Amount Due:	
Down Payment 2 Receipt Date/Amt/Check #:	
Final Payment Due Date:	
Final Payment (50% including rent, taxes, fees and security deposit) Amount Due:	
Final Payment Receipt Date/Amt/Check #:	
NOTES:	