

ROCKIN' R RETREAT & EVENT CENTER, LLC

RENTAL AGREEMENT

This Rental Agreement is entered into by and between **ROCKIN' R RETREAT & EVENT CENTER, LLC** ("Lessor") and the lessee

Rental requests are not confirmed until this Agreement is executed, delivered to ROCKIN R' RETREAT & EVENT CENTER, LLC ("RRR&EC"), and the deposit called for herein is paid to RRR&EC.

This agreement supersedes all other discussions, phone conversations, emails, and any other type of correspondence. It is the Lessee's responsibility to carefully review this agreement and if there are concerns to contact Rockin' R's representative before signing and returning. Once signed and returned, this agreement is the only legally binding contract for this rental of Rockin' R Retreat and Event Center.

Damage/Cleaning Deposit. A refundable damage/cleaning deposit in the amount of \$ 200 is due upon arrival. The damage/cleaning deposit shall be shredded within 7 days after the event if there is no damage done, lost property, and if there is no excessive clean-up to be done at the Center.

Guests and Attendees. Primary or Secondary Lessee will be present at Rockin' R Retreat Center while helpers and guests are present. Lessee assumes full responsibility for the conduct of all Lessee's guests, clients, members, attendees, vendors, and others who attend the event. Lessee is responsible for any damages done to any part of the Center done by or caused by the Lessee's guests, clients, members, attendees, vendors, and others and is responsible for any damages resulting from the event being held at the Center. In the event the Center is damaged in such a manner that it has to be shut down for use, Lessee will be charged for all costs and losses incurred by RRR&EC, including but not limited to loss of revenue, rescheduling an event to another venue, replacement of items, and any and all costs of the replacement and costs of labor as incurred by RRR&EC.

Services provided by RR:

- Linen Service: One per guest is provided...sheet set, quilt, towel, washcloth, and bathmat (guests need to bring their own pillows.) The beds are premade. All guests will need to strip their beds and place soiled linens and towels in linen bags (in bathrooms upstairs and bedrooms downstairs).
- Ice, coffee & tea supplies (sugar is provided for coffee, but not for sweet tea)
- Toilet paper, paper towels, napkins, tissue paper, garbage bags, hand soap, dish soap, dishwasher detergent, kitchen counter cleaner

Internet is not a guaranteed provision. Weather and other conditions can interfere with the internet. We are not responsible for disruption in service. If guests' activities depend heavily on the internet, they need to bring a MiFi or hotspot for their personal use.

Liability. RRR&EC is not responsible or liable for any injuries to Lessee or Lessee's guests, clients, members, attendees, vendors, and others that occur at the Center. RRR&EC is not responsible for any personal property of Lessee, Lessee's guests, clients, members, attendees, vendors, and others, including the theft of any such personal property.

Indemnification. Lessee agrees to protect, indemnify, defend, and hold harmless the RRR&EC, and its respective servants, agents, and employees against all claims, losses, or damages to persons or property, governmental charges or fines and costs of whatsoever nature and kind, including without limitation, any and all attorney's fees and costs associated therewith, arising out of or connected with Lessee's event. Lessee represents and warrants that Lessee's

activities conducted at the Center and in connection with the event shall not infringe the patent, copyright, or trademark rights, or violate the rights of privacy or publicity of any third party.

Compliance with Laws. Lessee agrees to comply with all applicable federal, state, and local laws, including health and safety codes and federal anti-terrorism laws and regulations. Lessee further agrees to cooperate with the RRR&EC and any relevant governmental authority to ensure compliance with any and all such laws. Specifically, Lessee represents and agrees that Lessee is, and at the time of the event contemplated hereby will remain, in compliance with all applicable local, state, and federal regulations and laws.

THE CENTER IS A NON-SMOKING FACILITY. NO SMOKING IS PERMITTED INSIDE THE CENTER. Smoking is permitted outside and at a safe distance from the Center and all ashes and butts are not to be littered upon the Center grounds, but are to be disposed of safely, responsibly, and appropriately.

Rules and Regulations. The Rules and Regulations of the Center for all events held at the Center are attached hereto as Exhibit A below and are incorporated herein by reference.

CANCELLATION POLICY:

In the event of cancellation, after the deposit is paid, the following cancellation fees will be charged,

Date of booking - 121 days before the event: deposit amount

Between 91 and 120 days before the event 50% of the contract price

Between 46 and 90 days before the event 75% of the contract price

Less than 45 days before the event 100% of the contract price

If you have purchased the purchase protection, our cancellation policy and fees still apply.

You will contact Purchase Protection, LLC to process a refund.

The purchase protection is with a third party.

They will send you an email with information to get a refund in case of cancellation.

We do not get a copy of the email so be sure you save it you will need it to get a refund!

Force Majeure. Neither party shall be responsible for failure to perform this Agreement if circumstances beyond their control, including but not limited to: acts of God, shortage of commodities or supplies to be furnished by RRR&EC, governmental authority, or war in the United States makes it illegal or impossible for RRR&EC to hold the event.

This contract is legally binding once signed by the Lessee.

PERSONAL GUARANTY

FOR VALUABLE CONSIDERATION, the undersigned does hereby individually, absolutely, and unconditionally guarantee to RRR&EC, and its assigns, the prompt payment of any and all indebtedness, obligations, and liabilities of the above and foregoing Lessee now existing or hereafter created or arising, whether direct, indirect, absolute, contingent, joint or several, together with all costs of collection, including attorney's fees and the costs thereof. Neither the addition of nor release of any party or parties, nor the changing of any terms or form, nor the illegality, release of liability of any party, nor lack of diligence in exercising any remedies shall release the undersigned from the absolute and unconditional liability of the undersigned hereunder. Guarantor(s) hereby waives any claim, right or remedy which Guarantor(s) may now have or hereafter acquire that arises hereunder and/or from the performance by any Guarantor hereunder including, without limitation, any claim, remedy or right of subrogation,

reimbursement, exoneration, contribution, indemnification, or participation in any claim, right or remedy of RRR&EC, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

Exhibit A: RULES AND HOSTESS RESPONSIBILITIES

1. New Lessees will be met at the Center by a representative of RRR&EC for check-in and orientation on arrival day at a time convenient for both parties to be agreed upon before the event. If you would like to arrive early Thursday morning, please contact us to make other arrangements to meet before the event for your walk-thru, if you are going to be late please notify us immediately. This shall include an explanation of the Center, its amenities, and an inventory. Prior orientation can be scheduled so that new lessees can arrive earlier on Thursday.

2. Returning Lessees may arrive as early as they like on Thursday. If adding on Wednesday, the arrival time is 12pm. The facility **must be vacated no later than 4 pm on departure day.**

3. Lessee must be the first to arrive and last to depart. Lessee will be present at Rockin' R when helpers and guests are present. If Lessee plans to leave someone else in charge part of the time, the other person must also sign this agreement as the Secondary Lessee and become legally responsible for all provisions in this agreement.

3. All dishes, silverware, pans, etc... that are used shall be run through the dishwasher and put away prior to leaving the Center.

4. Lessee shall have use of the kitchen for food storage and preparation, including the kitchen refrigerator and freezer, microwave oven, stove, conventional oven, and coffee maker. Lessee is expected to leave the kitchen and its contents clean prior to leaving the Center.

5. Any and all spills are to be cleaned as promptly and thoroughly as possible. Any carpet stains are to be removed prior to leaving the Center.

6. All trash will be placed in trash bags. All trash bags at craft tables will be emptied in the black trash cans and the clear bags replaced at the tables.

8. All used linens will be stripped from beds and placed along with used towels in the linen bags in the bathrooms upstairs and the closets downstairs...we suggest you have each guest strip their own bed.

9. Any damages or losses to the Center or its contents will be paid by Lessee, first from the damage/cleaning deposit and secondarily, directly by the Lessee and its Guarantors should the deposit be insufficient to cover all damages.

10. If the Center is left in an uncleanly or disorderly state after the conclusion of the event, any and all cleaning and clean-up charges will be paid by Lessee, first from the damage/cleaning deposit and secondarily, directly from by Lessee and its Guarantors should the deposit be insufficient to cover all such charges.

11. **THE CENTER IS A NON-SMOKING FACILITY.** Smoking is permitted outside and at a safe distance from the Center and all ashes and butts are not to be littered upon the Center grounds, but are to be disposed of safely, responsibly, and appropriately. Please do not dispose of ashes or cigarette butts using trash cans inside RR.

12. No guest pets are permitted in the center or the center's grounds.

13. Reasonable security standards are to be followed by Lessee, such as locking the Center prior to leaving the Center for errands and securely locking all doors and windows at the end of the event.

14. Alterations to any part of the structure or equipment forming any part of the Center are prohibited without prior written authorization from RRR&EC. These prohibitions include the drilling of holes, insertion of nails, screws, hooks, and push pins, or the attaching in any manner of decals, promotional literature or items of the affixing of any form of tape to the Center or its contents.

15. We ask that moving of any items or furniture be kept to a minimum to decrease wear and tear. IF you or your guests move anything, it is the host's responsibility to reset the retreat center to how it was upon arrival. It is a good idea to take photos before moving anything so that you will know how to replace it. Not doing this, requires extra time for us to reset for the next group and may incur charges.