

## OWL'S NEST RESORT & GOLF CLUB TERMS AND CONDITIONS

**Rental Agreement:** By signing this Stay & Play Rental Contract, you agree that you have read, understood, and agree to adhere to and be bound by the terms and conditions of this agreement, thus making it a legally binding contract. Reservations are not considered "guaranteed" until a signed rental agreement and advance deposit, including any additional fees/forms, are received by Owl's Nest. Please e-mail [info@owlsnestresort.com](mailto:info@owlsnestresort.com) immediately if you have any questions or concerns.

For purposes of this agreement: (i) references to "you," "your," and "guest" means the individual submitting payment and all occupants of the property during the stay; (ii) references to "we," "us," "our," "management," "owner," and "Owl's Nest" means LCJ Management DBA Owl's Nest Resort & Golf Club, and (iii) references to the "property," "accommodation," "home," or the "unit" means the property rented by the guest.

**Check-in and Check-out:** Check-in time is between 3 and 6 p.m. and check-out time is 10 a.m. As we need adequate time to prepare the houses after guests depart, no early check-in or late check-out is allowed without prior approval. Please do not arrive prior to your 3 p.m. check-in time, as we may not be able to accommodate you. If an early check-in is possible and agreed upon in advance, there will be a \$50 charge per home. Should you arrive prior to check-in or depart after agreed upon check-out times without prior approval, you will be charged half of one night's rental fee. Management reserves the right to move personal items and/or charge the above fee in the event that the guest has not checked-out on time. Late arrivals (those after 6 p.m.) must be scheduled and agreed upon in advance. A late check-in fee of \$50 may be assessed if prior arrangements have not been made. Refunds are not given for late arrivals or early departures.

In rare instances, check-in to the property may be unavoidably delayed due to unexpected maintenance and/or housekeeping issues. Guests may not enter the property until all housekeeping and inspections have been completed. Please note that housekeepers are not authorized to grant access to any property.

**Advance Payment:** An advance payment ("deposit") equal to 50% of the total package cost is due at time of booking. In certain scenarios, other deposit schedules may be approved. This deposit will be applied toward the total booking charges due. A package will not be booked until a deposit is received and processed. If the reservation is made through HomeAway, TripAdvisor, or AirBnB, other advance payment options may be applied. Reservations booked fewer than 14 days prior to arrival date will require payment in full at time of booking.

**Accepted Forms of Payment:** MasterCard, Visa, Discover, American Express, cash, and cashier's and personal checks.

**Package Payment:** The balance of the total package charges are due 14 days prior to arrival, and will be charged to the credit card on file, unless other arrangements have been approved. Failure to pay the balance of the total package charges in full when due may result in cancellation of the reservation. If the reservation is made through HomeAway, TripAdvisor, or AirBnB, other payment options may be applied. A valid credit card number for each unit booked is required to be on file during your stay and up to seven (7) days afterwards in case of excess cleaning or damage charges. Specials and promotional packages may be offered by Owl's Nest. All specials and promotional offers apply to new bookings only, not to existing reservations.

**Golf Packages:** Your final count and rooming list is due 21 days in advance of arrival. The final count must include guaranteed numbers for golf, lodging, and meals. Discounts on golf and advance booking of tee times are available only to guests who book a Stay & Play package that includes golf and lodging. Please note: in the event of inclement weather, rain checks are only issued when the course is closed or play is suspended for a long period of time. Rain checks will be issued for either an 18-hole or 9-hole round of the same value as the original round (e.g., midweek vs. weekend, full-price vs. discounted). Rain checks will be valid for 12 months from the date of issuance.

**Cancellation and Changes:** Full refund of advance payment with 30 days' notice; 50% refund with 15 days' notice. Advance payment is forfeited if cancellation is made within 14 days of Arrival Date. No discount to the total booking charges or refunds in any amount will be given for any adjustments or changes to your reservation within 14 days of arrival for any reason, including late arrivals, early departures, inclement weather, reduction in number of guests, or changes to meal plans or golf. No credit or refund will be issued for unused portions of this package. The undersigned shall be responsible for all occupants of the unit/s rented, scheduled golf, meals, and for any charges

resulting from the use thereof. Owl's Nest reserves the right to make adjustments to the published rates at the time of reservation if the rates have been misquoted due to human and/or computer error.

**Card on File:** Guests give Owl's Nest permission to charge the credit card on file for anything over the policy limit or not covered by the damage waiver. All guests must have a credit card on file for all rentals, regardless of booking platform. Anything over and above the guest's credit card limit will be turned over to our attorney. There will be no additional charges provided the following provisions are met: (i) No damage is done to the property or its contents, beyond normal wear and tear; (ii) Guest did not incur any charges due to contraband, pets, or collection of rents or services rendered during the stay; (iii) No excessive cleaning is required, and all debris, rubbish, and recycling has been removed from the home; (iv) All Fox Run keys and Activity Center passes are left in the designated location; (v) The home is left locked; and (vi) No linens or towels are lost or damaged.

**Security Deposit:** Guests who book through HomeAway, TripAdvisor, or AirBnB shall submit an amount of \$500 to be held as security deposit. This deposit shall be refunded after deducting for any of the following: loss or damage to the property or its furnishings, any required cleaning of the property, and for any other reason allowed by law. Owl's Nest will submit any relevant claims through the booking platform used for the rental.

**Falsified Reservations:** Reservations made under false pretense are null and void and check-in will not be allowed. This policy includes reservations made by parents or guardians who do not check in, and/or who leave overnight during the length of the stay. In this instance, guests will be asked to vacate the accommodations. Any reservation obtained under false pretense will forfeit total booking charges.

**Maximum Occupancy:** The maximum number of guests is limited to the number of available beds and specifically to the guests listed on the agreement. Upon booking, we will need a list with names and ages of all guests along with a copy of a driver's license or passport from the primary guest.

**Age Requirements:** No units will be rented to vacationing students or young adults under the age of 21 who are unaccompanied by a responsible parent or guardian at a ratio of five (5) young adults to one (1) adult over the age of 25. The person on the reservation must be staying in the unit at all times. Guests who violate this policy will be immediately evicted and forfeit all booking charges. All minors must be supervised by an adult at all times.

**Accommodation Selections:** Owl's Nest will reserve the specific unit selected at the time of booking upon receipt of the deposit and signed rental agreement. There may be instances where, due to maintenance or other issues, the accommodations are unexpectedly unavailable. In that instance, the guest will be placed into a comparable, available Fox Run unit. Home inventories and furnishings are subject to change without notice. Guests may not relocate to another property or be entitled to a refund or adjustment because the property does not meet personal preferences or expectations upon arrival.

**Events:** No weddings, receptions, events, reunions, or parties of any kind are to be held at the Fox Run properties. An event is any gathering of people at the property that exceeds the number of people sleeping at the property as listed in the agreement. Owl's Nest has the right to inspect the property at any time during your stay to guarantee that this stipulation has not been violated. This is strictly enforced. Owl's Nest reserves the right and prerogative to terminate this rental agreement if terms and conditions are breached, and to ask guests to vacate the premises without refunding the deposit, rental fees, and other associated fees.

**Noise:** Guest agrees to abide by the covenants of the community association and all town ordinances. Occupancy and use of the premises and communal areas shall not be such as to disturb or offend neighbors, guests, or residents. House parties and other large gatherings are not allowed. Loud music or other noise will result in eviction without refund. Owl's Nest reserves the right and prerogative to terminate this rental agreement and to ask disruptive guests to vacate the premises in the event of complaints or, in the discretion of management, without refund of deposit or credit for remaining days.

**Parking:** Guest agrees to use the two (2) on-site parking spaces provided each Fox Run unit. Parking on the street or grass is strictly prohibited. Please do not park in front of another unit or driveway. Additional parking is available at the base of Lafayette Road in the main parking lot. Campers, RVs, and boat trailers are not allowed.

**Smoking:** Smoking is not allowed anywhere inside any building at Owl's Nest Resort & Golf Club or within 10 feet

of any Fox Run home. A minimum charge of \$500 will be applied to the credit card on file should management determine guests have smoked in a rental unit. If there is evidence of smoking outside of the home (e.g., remnants of cigarettes or cigars), a \$250 charge will be applied to the credit card on file. All evidence will be fully documented.

**Illegal Drugs:** Under no circumstances shall any illegal drugs be allowed on the property. Possession and use of any such substance is grounds for immediate eviction and forfeiture of payment. Guest further waives any and all rights to recourse against Owl's Nest for enforcing this clause.

**Pets:** Pets are not allowed in any rental unit without prior written approval. Any guest found with a pet in a property that is not pet-friendly will be required to vacate the premises without refund. Should a pet be allowed (dogs only), a pet addendum form and additional pet deposit is required. This is strictly enforced. A minimum charge of \$500 will be applied to the credit card on file should management determine guests have kept pets in a Fox Run home. Notwithstanding this provision, Owl's Nest is committed to providing reasonable accommodation to protect the rights of guests with disabilities to bring a "service animal" (as defined by New Hampshire and federal law) under the terms of The Fair Housing Amendments Act of 1988, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act. If a guest needs a service animal who has been trained to do work or perform tasks for a disability, he or she should request a reasonable accommodation, in writing, from Owl's Nest at the time of their reservation. The request should state that the guest has a disability and provide the specific work or task that the service animal has been trained to perform. Guests need not disclose the details of their disability nor provide a detailed medical history. Guests will be responsible for any damages caused by a service animal, including any additional cleaning fees required at the end of the stay to prepare the Property for incoming guests. Emotional support animals are only permitted in Owl's Nest properties that permit pets.

**Housekeeping:** Your Fox Run home will be cleaned to our quality standards prior to your arrival and after your departure. You are responsible for cleaning the unit during your stay and leaving the unit in good condition upon check-out (please review the check-out list posted in the welcome binder and on the refrigerator). Please treat the home with the care you would your own. If management determines that cleaning is needed in excess of what is usual and customary, your credit card will be charged a \$100 fee above and beyond the standard \$150 cleaning fee. An adequate supply of linens and towels will be made available in your home. The cost to replace missing or damaged linens or towels will be charged to the credit card on file.

**Tenant Responsibilities:** All guests are required to perform "normal" household duties, including but not limited to: (i) garbage and recyclables removal; (ii) cleaning of individual and guest dishes; (iii) notification to Owl's Nest of any damages or problems with the property; (iv) turning off all lights and appliances, and locking of all doors and windows upon departure.

**Maintenance:** During your stay, promptly report any maintenance problems. No refund or rate adjustment will be made for maintenance failures, including any disruptions or failures related to the supply of electricity, water, pool systems, air conditioning, heat, television or cable service, appliances, WiFi, propane grills, etc., regardless of whether such issues were reported to Owl's Nest.

**Amenities:** Owl's Nest provides the property with a complimentary set of amenities, including two rolls of paper towels, dishwashing detergent and liquid, trash bags, sponges, one hand soap per bathroom sink, two rolls of toilet paper per bathroom, laundry detergent, and one small sample of each of the following per full bathroom: shampoo, conditioner, body lotion, and soap. You are responsible for the purchase of any additional items you may require during your stay.

**Recycling and Trash:** Please separate your recyclables from the trash. Bins are provided for this specific purpose. Upon your departure, please dispose of your trash and recyclables at the maintenance facility at the base of Lafayette Road. A \$25 fee will be charged to the credit card on file if trash and recyclables are left in the home.

**Internet and Cable:** While WiFi and cable are provided at Owl's Nest properties, Owl's Nest does not warrant the connectivity or equipment. WiFi access, equipment failure, or cable outage is not cause for a full or partial refund.

**Propane Tanks:** Should you need a new propane tank for a grill during regular business hours (9 a.m.-5 p.m., Monday-Friday), we'll come exchange it. If it's reported empty after business hours, please use the extra tank in the outdoor closet on the front porch. At any time during business hours or after hours, you have the option to fill the

tank yourself at your own risk. If the original receipt is provided to Owl's Nest, we'll reimburse you. Tanks can be refilled at Handyman Hardware located at 12 Six Flags Road in Campton. Owl's Nest is not liable for loss of food products due to propane running out during cooking.

**Keys and Access Cards:** Guests will be provided with two (2) sets of keys and Activity Center access cards, all of which must be returned upon departure. The credit card on file will be automatically charged \$100 per key and \$50 per access card that are not returned.

**Activity Center:** The Activity Center is open from 6 a.m.-11 p.m. daily. All minors must be accompanied by an adult at all times. There is no lifeguard on duty and all amenities are available at the user's risk. No one under 14 is allowed to use the gym equipment. No smoking, alcoholic beverages, or glass bottles are allowed in the pool area.

**Damage:** Guests are responsible for the property, its contents, and themselves during occupancy. Guests must lock windows and doors securely when not in the premises. Rearranging the furniture or removing any items from the unit is prohibited. After check-out, management will inspect the unit for damage, rearranged furniture, missing items, and abnormally dirty appearance. If the management determines that damage has occurred, items are missing, or the unit is abnormally dirty, the management will repair the damage, replace the missing items, and/or perform a deep clean of the unit at your expense. You authorize Owl's Nest to charge the credit card on file to reimburse the management for any such expenses. The actual cost of damage to a unit, or to any of the furnishings or other personal property therein, shall be charged to the credit card on file along with a \$50 administrative fee. The name under the signed confirmation must have a valid credit card on file during the stay and for seven (7) days thereafter and will be held accountable for any remaining balance on the account at the time of check-in and for any additional charges incurred at check-out.

**Personal Items:** Owl's Nest is not responsible for any acts of theft or vandalism, or other damages to any personal property, or for personal items left by guest in the accommodation at departure. Please lock your unit when you leave and secure all personal belongings. Owl's Nest will charge a \$25 fee, plus shipping to cover the cost of labor, drive time, and postal fees to return items left in the home. Any items not claimed within two weeks will be donated to a local charity.

**Entry by Owl's Nest Staff:** Owl's Nest or its agents may enter the property in case of an emergency, to make any repairs, alterations, or improvements, to supply services, or upon reasonable suspicion that guest has breached any of its obligations hereunder. We will try to provide at least three (3) hours notice of intent to enter the property except in the case of an emergency, provided, that failure to provide advance notice of intent to enter the property shall not affect our ability to enter for the reasons set forth above.

**Storms and Severe Weather:** Refunds for cancellations or shortened stays due to actual or anticipated hurricanes, storms, other inclement weather, or Acts of God will not be issued by management under any circumstances. We recommend all guests purchase travel protection insurance from a third party company, as Owl's Nest does not offer travel protection.

**Nearby Construction:** There may be construction ongoing at locations adjacent to or close by the property being rented by guest. Owl's Nest will use its best efforts to ensure that the appropriate parties are notified if construction will be happening during the guest's stay.

**Interference with Stay:** Owl's Nest is not liable for any disturbance or interruption that may occur during your stay that is outside of our reasonable control, including noises, disturbances or facility closures, whether due to construction, neighbors, events, or other circumstances beyond our reasonable control. As such, guest shall not be entitled to a refund relating to any such disturbances or interference, nor will be moved to another property.

**Compliance with Laws, Rules and Regulations:** Guest shall abide by and observe all applicable federal, state and local laws during their stay, as well as any rules and regulations governing the use of the property and neighborhood you are occupying. These rules apply to both owners and guests, and failure to comply will result in eviction and forfeiture of all booking charges.

**Liability:** Guests agree to indemnify, defend, and hold LCJ Management DBA Owl's Nest Resort & Golf Club, LCJ Holdings, and its employees and agents harmless of and from any liabilities, costs, penalties, or expenses arising out

of and/or resulting from the rental and use of the premises, including but not limited to, personal injury, property damage, the personal guarantee of provision, service, and dispensing of payment by renter, its employees, and agents of alcoholic beverages at Owl's Nest Resort & Golf Club.

In the event LCJ Management DBA Owl's Nest Resort & Golf Club, its employees and/or agents, are required to file any action in court in order to enforce any provisions of this agreement, renter agrees to pay LCJ Management DBA Owl's Nest Resort & Golf Club, its employees and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by LCJ Management DBA Owl's Nest Resort & Golf Club, including all collection expenses and interest due.

## **GUEST SIGNATURE**

You hereby certify that you are at least 25 years of age and are legally competent to enter into this Agreement.

**Guest Signature**

**Date**

**Owl's Nest Representative Signature**

**Date**