

Policies - Initial to Agree

Check-in for overnight Estate stays is 4:00pm and check out is 10:00am unless special arrangements are agreed upon by Basel Cellars prior to Applicants arrival. Failure to abide by these times may incur additional fees charged at the rate of \$150 per hour and rounded up to the nearest hour increment. _____

All overnight guests must be registered / listed on this contract. Any additional guests or visitors must meet prior approval by Basel Cellars. _____

Maximum of 4 guests in the cabana. _____

Pets are welcome but must be approved by Basel Cellars staff. A non-refundable pet deposit of \$250 is required at the time of booking. _____

All children under the age of 21 must be accompanied by an adult at all times. _____

The guest is responsible for immediately contacting Basel Cellars Management if it's determined that something isn't working or isn't clean or just isn't what they expected. No refunds will be given unless the property is not reasonably inhabitable. No refunds for issues brought to our attentions after the rental period. _____

All outdoor music and/or other entertainment must terminate no later than 10:00 p.m. (County Ordinance) _____

A 50% nonrefundable deposit is required to reserve facility. This fee will be deducted from the final rental charge. _____

Balance plus taxes due 30 days prior to arrival. Any charges incurred during guest stay are due in full upon conclusion of stay. _____

Tasting room will be open during normal business hours: 10am-5pm daily. _____

Only in cases of catastrophic weather or natural disaster will Basel Cellars provide for rescheduling of event or refunding charges. Applicant is responsible for making arrangements for rain and/or heat common to the season/time of event. _____

Nothing may be attached to any ceiling or wall in any manner. _____

No smoking is allowed inside any building. Outdoor waste receptacles must be used for disposal of butts. _____

No fires allowed anywhere on the property at any time. _____

Basel Cellars reserves the right, without liability, to exclude or eject from the premises any person(s) exhibiting objectionable behavior. ID may be requested from any person desiring to drink alcoholic beverages on the premises. Failure to comply will result in asking guest to leave the premises, or calling authorities. _____

There's no lifeguard on duty. _____

No glass allowed in pool area. Any broken glass may result in cleaning fee. _____

Any damage or items missing in the estate house is the renters responsibility and will be charged to the credit card on file. _____

Reservation Cancellations - \$200 cancellation fee will be charged for canceled reservations. Advance payments less the cancellation fee are refunded according to the following schedule:

- Cancellation Notice on Rentals:
- 60 days prior to the date of arrival: 100%
- 30 days prior to the date of arrival: 75%
- Less than 30 days prior to the date of arrival: 0%
- Rates and policies are subject to change and vary during high impact periods and special requests.

APPLICANT AGREES THAT JB GEORGE, LLC, dba BASEL CELLARS, SHALL NOT BE LIABLE FOR ANY CLAIMS FOR DEATH OF OR INJURY TO PERSON OR DAMAGES SUSTAINED BY APPLICANT OR ITS GUESTS. APPLICANT WAIVES ALL CLAIMS, CAUSES OF ACTION, DAMAGES SUSTAINED BY APPLICANT, AND AGREES TO INDEMNIFY AND HOLD HARMLESS JB GEORGE, LLC AGAINST SUCH LOSS, DAMAGE OR LIABILITY OR ANY EXPENSE INCURRED BY JB GEORGE, LLC IN CONNECTION THEREWITH. _____

Failure to abide by any of the aforementioned policies may result in cancellation of the event at any time and forfeiture of all rental fees. _____

Policies are subject to change and Amendment will require signature of agreement by Applicant. _____

Release and Hold Harmless Agreement: The undersigned TENANT(s) specifically acknowledges the open and obvious risks associated with the swimming pool located on the premises, and the TENANT(s) intentionally and knowingly assume(s) the risks associated with the swimming pool located on the premises at Basel Cellars Estate Winery, which include, but it limited to slipping and falling, drowning, broken bones and even paralysis or death. FOR GOOD AND VALUABLE CONSIDERATION RECEIVED the TENANT(s) shall be responsible for their licensees and invites who come on the leased premises and use the swimming pool. TENANT(s) shall indemnify and hold harmless LANDLORD from and against any and all claims, demands, suites or judgments of whatsoever kind and nature, which may arise from the use of the swimming pool on the leased premises.

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED the undersigned TENANT(s) and on behalf of the their successors, heirs, and assigns, do hereby forever release LANDLORD from any and all claims, of whatsoever kind or nature, whether sounding in tort, contract, equity, or otherwise, which they may now have or might have in the future, arising out of or connected in any way to the use of the swimming pool on the leased premises.

This _____ day of _____, 2019

TENANT

TENANT