

## Agreement

Just the Place, here-after referred to as Owner, and Guest agree as follows: contracted Guest is an adult and will provide supervision for all individuals attending and be responsible for their care and conduct. Other occupants will be family, friends and responsible adults and their children. Guest will immediately notify owner of uninvited guests at their rented facility. If above Guest is any entity other than an individual person or family, the 'group leader' as shown on contract accepts full responsibility for full payment and performance by the named Guest per all terms of this Rental Agreement & Information Sheet.

## Use of Ground Rules

Leave firearms, fireworks, and illegal drugs at home as none are permitted.

**SLEEPING CAPACITY:** The Cottage has 2 bedrooms and 1 full bath with sleeping capacity of 4 adults. Only children of the adults staying overnight in the cottage may sleep in the house, and requires at least one adult in the house at all times that the children are inside. The attic room has no egress window for fire escape. **SAFETY RULES:** Guests and all other occupants will be required to abide by the following:

**A. USE OF GROUNDS IS AT YOUR OWN RISK.** You are responsible for your guests and for the enforcement of these rules. Be safe and aware of wildlife, uneven or rocky terrain, poison ivy, etc. Do not cross fences or pass through gates.

**B. NO GLASS ON THE GRASS;** broken glass and bottle caps are a hazard to guests and wildlife.

**C. PETS and WILDLIFE;** Pets are allowed when a responsible adult is in control of them.

Pet owner is responsible for removal of pet waste. Please enjoy wildlife from a safe distance.

**D. GUESTS SHALL CONDUCT THEMSELVES RESPONSIBLY.** The Guest and any guest group leader specifically acknowledges that Owner permits no unlawful activity of any kind, thus prohibiting the excessive use of alcohol, any use of illegal drugs of any nature and all other activity posing a threat to any other Guest of Just the Place inclusive of fighting, endangerment of others and/or violation of any laws, regulations or ordinances of Jefferson County or the State of Kansas. Guests must be 21 to possess, serve, or consume alcohol. Driving while under the influence is not permitted on or leaving the premises.

**E. RESPECT AND CARE FOR ALL PROPERTY.** You are responsible for any damages that occur during your event. Collect and place all trash in provided containers before leaving. Thirty minutes prior to check out, owner and guest will conduct a walkthrough of the

facility. The refundable cleaning fee will be returned within 2 weeks after owner has cleaned the facility.

F. QUIET HOURS ARE 12 AM TO 6 AM. Please be considerate of our Ozawkie neighbors.

## Cancellations

Six months before your contracted date we will refund your entire deposit when we receive your cancellation request in writing or by email. After that we will make every effort to rent the property on your cancelled date. If we are successful, we will refund your deposit in full or in part, depending on the replacement contract.

## No Smoking

There is NO SMOKING in the barn or house. Because of fire hazards, do not smoke except at designated areas defined by a 'smoker's outpost'. Please pick up your butts. No open flames such as candles unless pre-approved by Just the Place staff.

## Warning

Under Kansas law, there is no liability for an injury or death of a participant in a registered agritourism activity conducted at this registered agritourism location if such injury or death results from the inherent risks of such agritourism activity. Inherent risks of agritourism activities include, but shall not be limited to, the potential of you as a participant to act in a negligent manner that may contribute to your injury or death and the potential of another participant to act in a negligent manner that may contribute to your injury or death. You are assuming the risk of participating in this registered agritourism activity.

## Guest's Liability

Guest agrees to accept liability for any damages caused to the property (other than normal wear and tear) by Guest or additional guests, including, but not limited to: carpeting and other flooring, furniture repair/stains, use of appliances and/or equipment furnished, and landscaping. Guest agrees to reimburse the Owner for costs incurred in repair/replace of damaged/missing items. The grounds will be inspected and cleaned after your departure. You are required to leave the property in the same general condition in which it was received. Small staples and zip ties may be used for decorating in and around the barn, but must be removed.

## Indemnify and Hold Harmless

Any and all guests agree to indemnify and hold harmless Just the Place, its owners, employees and volunteers from any and all liability, loss, damage and/or injury (to persons or their personal property). Nor will the Owner accept liability for any loss or damage caused by weather conditions, natural disasters, or other reason beyond its control. LOST ITEMS: The Owner is not responsible for items left on the property (lost items) or to inform Guest of discovery of same. Lost items will be kept for 30 days after which they will be disposed of as permitted by law. This agreement is to be bound under Kansas State Law, County of Jefferson and legal jurisdiction of said agreement is to be State of Kansas, County of Jefferson, District Court-Second Judicial District. WE APPRECIATE THAT YOU TREAT OUR FACILITIES WITH THE SAME RESPECT YOU WOULD LIKE SHOWN TO YOUR OWN HOME.