

Important Disclosure and Waiver of Liability

1. Our facility rental includes the rental of the facility as described in the Lease and Services Agreement. The Pavilion, the Banquet Room, the Bridal Suite, and the Lodge Kitchen are all covered by the following terms and conditions:
 - a. Payment Policy – The initial NON-REFUNDABLE deposit of 30% of the rental fee, applicable charges and deposits, and taxes as determined by the Lease and Services Agreement is due at time of booking. The final payment of 70% of the rental fee, applicable charges and deposits, and taxes as determined by the Lease and Services Agreement is due 120 calendar days prior to the event. While Smoky Ridge Management will make every effort to accommodate your needs, failure to make payment by the due date of the contract could result in the loss of the reservation and will result in the loss of the initial deposit. Any changes to the payment policy must be in writing and signed by a Smoky Ridge Owner prior to booking of the event.
 - b. Facilities Description: - The Pavilion is an outdoor, covered structure with the option of pull-down sides for privacy or as a shield against wind or rain. The Banquet Room is a large room with a small service counter. Be advised that the Banquet Room is an upstairs venue with the only access being stairs. The Bridal Suite is available for weddings or wedding vow renewal services (such as anniversary events). The Lodge Kitchen is a caterer kitchen. The description is in paragraph 2 below.
 - c. Event Supervision – All events at Smoky Ridge must have a Smoky Ridge approved Supervisor on site for the event. A fee of \$20 per hour will be charged for all events. This fee will be refunded upon proof of a contract for services from a Smoky Ridge Approved Event Supervisor.
 - d. Use of Tables, Chairs, Linens, Decorations, and Arbors owned by Smoky Ridge – Smoky Ridge will provide a set-up and tear down of Smoky Ridge owned furnishings for a small fee of \$300. This fee will be waived or refunded upon proof of a contract for services from a Smoky Ridge Approved Caterer.
 - e. Kitchen/Food Handling Supervision – Food handling and safety is a very important consideration for the safety of your guests. All events where food is served will be charged a \$200 Kitchen Supervisor Fee. This fee will be refunded upon proof of a contract for services of a licensed caterer.
 - f. Site Clean Up – All guests are required to leave the facility in a clean and orderly fashion at the end of their event. Any repair or clean-up required after departure will be charged to the guest at cost.
 - g. A representative from Smoky Ridge will be located in The Lodge for any support of facilities issues or concerns.
 - h. Closing the facility at 11:00 pm with all clean up completed by that time unless special arrangements have been made in advance.

There are no other services expected or offered than those listed above by Smoky Ridge (formerly known as Heritage Park).

2. **Caterers** - work directly for the persons who hired them and are not employees of Smoky Ridge (formerly known as Heritage Park). Smoky Ridge does not require all caterers to be licensed professionals, however it is strongly recommended. All persons serving food at Smoky Ridge accept full liability for food borne illness and all risks including slipping on spilled food or beverages. Additionally, the guest is fully responsible for all risks associated with alcohol related liability should alcohol be served at the event. Although the kitchen is available for use to Smoky Ridge clients, it is not set up for commercial food preparation, and can only be used for re-heating and assembling. The catering staff or lessee is required to leave the kitchen clean and in the same condition they found it and to provide their own industrial strength trash bags and cleaning supplies. Finally, a Smoky Ridge representative must certify that the facilities have been properly cleaned up after the event.

3. **Decorating and Cleanup** – We understand that your event is important and recognize that decorations are a part of the celebration. The following limits are for the protection and safety of the guests, facility, and natural landscaping. The limits include:
 - a. **All Sheetrock and Wood Surfaces in the Lodge and Bridal Suite** - no tape, nails or other attachments may be used.
 - b. **Candles and Flammables** - No candles are permitted to be hung from rafters or trees or near flammable surfaces. Fireworks and sparklers are also prohibited. The Smoky Ridge Event Supervisor has the final say regarding any decoration or item deemed hazardous.
 - c. **Pavilion Decorations** - No décor can be placed on posts of pavilion that would interfere with the use of or damage the canvas sides. All decorating by anyone must be completely removed by the scheduled event end time or before the closing time of the facility whichever is first. This includes but not limited to all tape, nails, staples, wires, fishing line, wire, string, etc. Table glitter and small plastic decorations are impossible to completely clean up, so they are prohibited from use in the Pavilion. As an alternative – we would like to encourage our guests to use Environmentally Friendly decorations such as flower petals or fast degrading (starch) or bio-friendly decorations.
 - d. **Lawn Decorations** – all décor must be completely removed. Exceptions include flower petals or other approved, bio-degradable decorations.
 - e. **Clean Up** - All garbage must be bagged, secured closed, and removed. Waste dumpster is available on site for guest use.

4. **LEGAL RESPONSIBILITY** - IN CONSIDERATION FOR USE OF THE DESIRED FACILITY AND OTHER GOOD AND VALUABLE CONSIDERATION, I AGREE THAT I AM RESPONSIBLE FOR MY OWN SAFETY WHILE USING ANY FACILITY AT SMOKY RIDGE (FORMERLY KNOWN AS HERITAGE PARK). THEREFORE, I RELEASE AND INDEMNIFY SMOKY RIDGE (FORMERLY KNOWN AS HERITAGE PARK) AND TOWNSEND VIEW REALTY AND RENTALS, MOUNTAIN VIEW WEDDINGS (AND THEIR RESPECTIVE AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEE, ASSISTANTS, AND AGENTS) COLLECTIVELY MANAGEMENT FROM ANY LIABILITY TO ME FOR LOSS, INJURIES, OR DAMAGES OF ANY TYPE THAT I MAY INCUR AS A RESULT OF EVENT AT SMOKY RIDGE (FORMERLY KNOWN AS HERITAGE PARK) OR USE OF ITS FACILITIES; AND I HOLD MANAGEMENT HARMLESS FOR ANY LOSS, DAMAGE, OR CAUSE OF ACTION OF ANY TYPE CAUSED BY ME. FURTHERMORE, I AGREE THAT ANY GUESTS I INVITE AND CHILD/INFANT MEMBERS I BRING TO SMOKY RIDGE (FORMERLY KNOWN AS HERITAGE PARK) FOR ANY FUNCTION MUST BE ACCOMPANIED AND SUPERVISED BY ME AT ALL TIMES AND THAT I AM RESPONSIBLE FOR THE SAFETY OF THESE GUESTS AND CHILD/INFANT PERSON. THEREFORE, I INDEMNIFY MANAGEMENT AND HOLD THEM HARMLESS FOR ANY LOSS, DAMAGE, OR CAUSE OF ACTION OF ANY TYPE BROUGHT BY OR ON BEHALF OF THESE GUESTS OR CHILD/INFANT PERSON. SMOKY RIDGE (FORMERLY KNOWN AS HERITAGE PARK) RESERVE THE RIGHT TO TERMINATE ALL WEDDINGS, RECEPTION A;; WEDDOMGS, RECEPTIONS OR OTHER USES OF SMOKY RIDGE (FORMERLY KNOWN AS HERITAGE PARK) AT ANY TIME WITHOUT REFUND IN THE EVENT THOSE USING THE FACILITY OR THEIR GUESTS ARE ACTING IN A MATTER THAT COULD CAUSE DAMAGE OR HARM TO THE PROPERTY AT SMOKY RIDGE (FORMERLY KNOWN AS HERITAGE PARK) OR THE PERSONS OCCUPYING SMOKY RIDGE (FORMERLY KNOWN AS HERITAGE PARK). THIS INCLUDES PERSONS SWIMMING IN THE POOL AFTER DARK. TERMINATION IS AT THE SOLE DISCRETION OF SMOKY RIDGE (FORMERLY KNOWN AS HERITAGE PARK). SMOKY RIDGE (FORMERLY KNOWN AS HERITAGE PARK) RESERVES THE RIGHT TO TERMINATE ALL AGREEMENTS AT ITS DISCRETION. SMOKY RIDGE (FORMERLY KNOWN AS HERITAGE PARK) IS NOT RESPONSIBLE FOR ANY LOSSES INCURRED BY ANY PARTY AS A RESULT OF THIS TERMINATION.

5. **Property Damage** – The guest is responsible for any and all damage to the Smoky Ridge (formerly known as Heritage Park) facilities if such damage is caused by the person using Smoky Ridge (formerly known as Heritage Park). The person contracting Smoky Ridge (formerly known as Heritage Park) is responsible for conduct of all guests, and financially responsible for any damage to Smoky Ridge (formerly known as Heritage Park) property incurred during their use. For the safety and concern of the guests, there will not be permitted any tabletop dancing, any excessive drinking, games, and any smoking, sparklers or birdseed in pavilion.

6. **Pool Disclosure** - Pool use is **NOT** part of your use at Smoky Ridge (formerly known as Heritage Park). The only way persons may access the pool is if they are a member in good standing or if they are staying in one of the Townsend View Rentals properties. Persons staying in the rental cabins may **NOT** let others into the pool area. The pool closes at 8:00pm.

7. **Time Is Of The Essence** –Rentals terminate at 11:00 pm unless otherwise agreed upon in writing with Smoky Ridge (formerly known as Heritage Park). Any guests remaining past their agreed upon departure time will owe \$400 for each additional hour or part thereof, to be billed in 1 hour increments. Guest authorizes Smoky Ridge (formerly known as Heritage Park) to charge their fee on their credit card and may not contest these charges.

8. **Removal Of Furniture** – No furniture may be removed from Pavilion or Reception Room for any reason. Chairs and tables located in reception hall must remain in reception hall and chairs and tables located in Pavilion must remain in Pavilion. You may not take tables and chairs from one location to the other for any reason.

9. **Delivery Of Furnishings Or Fixtures** - Any delivery or pickup of furniture or fixtures must occur during the time frame that guest has contracted the Smoky Ridge (formerly known as Heritage Park) facility. You may use only the facilities identified in this agreement.

I have read and understand these rules and all other published rules, and I will be responsible for informing all persons identified on this application about these rules and that their use of Smoky Ridge (formerly known as Heritage Park) is conditioned on observing these rules. In the event I or my guests are responsible for any damages to Smoky Ridge (formerly known as Heritage Park) property or incur any other charges specified above, I hereby authorize Smoky Ridge (formerly known as Heritage Park) to charge the following credit card, for which I will not contest.

MC/VISA CC# _____ EXP: _____

Names as it appears on card: _____

Responsible Party

Date

Facility Director