

GOODSTONE

Inn & Restaurant

GENERAL TERMS AND CONDITIONS AND STANDARD RENTAL AND USE POLICIES

I. STANDARD RENTAL AND USE POLICIES

I. Rental of Function Space, Food and Beverage Services

a) The Inn will reserve the Event Space and food and beverage services according to the program outlined in Patron's Master Event Agreement ("Agreement").

b) In the event of a full buyout of the Inn property for the Event, Patron shall have the exclusive use of the property for the dates set forth in the Agreement. The Inn's Food and Beverage outlets will remain open for business during all times not specified as for the exclusive use by the Patron. Should the Patron intend to host a separate event on the property during the times set forth in the Agreement during which Patron's use is non-exclusive, Patron shall inform the Inn of the location of such event in advance. Failure to notify the Inn by this date shall result in the space not being reserved. The Patron acknowledges that the Inn's Food and Beverage outlets will remain open for business during this time.

c) As a licensee responsible for compliance with the policies of the Virginia Department of Health, it is agreed that all on-site food and beverage arrangements will be made through the Inn. Licensing restrictions require that only food and beverage purchased from the Inn may be served on Inn property or at outdoor events unless specific exceptions have been approved in advance by the Inn in its sole discretion.

-Alcohol Policy:

d) The Inn has the right to refuse alcohol service to any person who becomes too intoxicated. We want your event weekend to be a memorable experience, but we must obey Commonwealth liquor license laws.

e) Patron and guests are NOT permitted to bring their own alcoholic beverages on property.

f) The Inn prohibits the serving or drinking of "shots" at any function.

-Pool Functions:

g) NO glass can be used at the Pool at any time. With the exception of acrylic glassware for cocktail hour up to 150 guests, all other plasticware or acrylic must be purchased or rented by the Patron.

h) If there is any breakage of glassware or plate ware at the Pool resulting from the actions of the Patron, its guests or contractors, the Patron will be responsible for any reasonable charges incurred from cleaning the Pool.

i) The Pool closes at 9:00pm and is not available for use after that time.

j) Swimming is NOT permitted during any function with a guest count higher than 46 people. In no event shall more than 24 people be in the pool at any given time.

-General Restrictions and Policies:

k) Smoking shall be prohibited indoors. Smoking outdoors shall be in designated areas only.

l) The use of fireworks, confetti, glitter bombs or similar items is strictly prohibited. The Patron will be responsible for all costs associated with cleaning the venue as a result of such usage, and damages incurred as a result.

-Photo Release:

m) The Inn may display, edit and use any photographs from the Event for its own advertising, marketing, website and promotional purposes. In the event that the Patron desires to limit this usage, the Patron shall provide the Inn with prior written notice of such restriction.

-Event Tastings:

n) The purpose of an event tasting is to allow guests to sample food and beverages and make final selections for their event. For all events of 40 guests and under, event tastings are \$50 per person for the food portion and \$25 per person for the wine portion. For all events over 40 guests, tastings are complimentary for two guests. Each additional guest will be billed at \$50 per person for the food portion and \$25 per person for the wine portion.

2. Prices

a) Menu prices quoted are estimates only and are subject to change, due to changes in costs of commodities, labor, taxes or other similar reasons subsequent to the signing of this Agreement, and the Patron agrees to pay such revised prices. Alternatively, in the event of such increased costs, the Inn may, at its option, make reasonable substitutions in menu items and the Patron agrees to accept such substitutions.

b) Food & Beverage Minimum Requirements shall be as set forth in the Agreement.

In regards to food and beverage requirements, children between the ages of (2-14) years of age will be charged at half the price of the adult dinner menu price. Children under the age of 2 years old will be complimentary.

c) The Inn reserves the right to charge a service fee for set-up of rooms with extraordinary requirements. Charges will be based on actual requirements and will be fully disclosed and confirmed on Banquet Event Orders.

d) Damages to the Inn resulting from the negligence or misconduct of the Patron or the Patron's contractor's staff during set up and tear down will be subject to reasonable damage charges.

e) The current sales tax of 6% and a 22% taxable service charge will be added to all food and beverage charges.

3. Modifications to Program

a) If the Patron anticipates any revisions to the Event, the Patron must advise the Inn as soon as possible so that the Inn may make the appropriate arrangements. Any Event Space and service requirements, other than those specifically outlined in the Agreement shall be subject to space availability as well as a reasonable increase or reduction in function room rental at the time requested.

b) The Event Space specified in the Agreement is reserved only for the time(s) indicated, not to exceed 5.5 hours. If the Patron subsequently requests the use of the Event Space for any time beyond the hours set forth in the schedule of events contained in the Agreement, such request shall be subject to the approval of the Inn and will be

subject to additional fees at the Inn's established charges which shall be payable on the day of the function, unless otherwise specified.

c) No changes to the menu may be made by the Patron within (14) days preceding the Event.

d) All agreed upon changes must be confirmed by the parties in writing prior to the Event.

4. Number of Attendees

The guaranteed number of attendees at each catered function must be communicated to the Catering Office at the Inn not less than (14) days prior to the Event. A Banquet Event Order will be completed and sent for each scheduled function. In the event there is a substantial increase or decrease in the number of attendees, the Inn reserves the right to change function and/or meeting space to properly accommodate the revised number of attendees. After the Option Date, except as otherwise specified in Patron's Agreement, all changes resulting in a reduction of revenue to the Inn shall be subject to the fees as specified including cancellation or attrition fees.

5. Displays, Exhibits, Decorations and Shipping

a) All displays, exhibits and/or decorations proposed by the Patron shall be subject to the prior written approval of the Inn in each instance, and drop off and pick up shall be approved by the Inn.

b) All displays, exhibits and decorations must conform to the applicable Building Code and Fire Ordinances and should be free standing without attachment to walls, ceilings or floors.

c) Signage must be limited to standard easel size and may only be displayed inside the Event Space.

d) All installations and decorations shall be removed by the end of the final evening of the Event.

6. Event Noise and Compliance with Noise Ordinances.

The Inn is located in a peaceful, country setting. While the Inn has secured appropriate zoning and approvals for special events, the Inn works hard to preserve a good relationship with our neighbors, and we strictly enforce the applicable requirements of Section 654.02 of the Loudoun County Certified Ordinance which prohibits the operation of any instrument, machine or device between the hours of 11:00 p.m. and 7:00 a.m. in such a manner as to be plainly audible at a distance of 100 feet from the source of the sound. Therefore, **no amplified music is permitted after 11:00pm, either inside the Event Space or at any outside function location.** Amplified speeches and pre-recorded music at outside function locations must be preapproved by the Inn. In the event that Patron has hired a band, DJ, or other similar entertainer (a "**Performer**"), Patron agrees that it shall be responsible for any claims of noise violations made as a result of the Event and agrees to indemnify the Inn for any liability incurred as a result of such violation. The Performer and associated equipment will be required to face either north or northwest, and the volume may not exceed 70 dBA at any time. In its sole discretion, the Inn reserves the right to require Patron's Performer to lower their dBA, reposition or cease playing certain instruments, or terminate music or sound completely, in order to comply with all local and state laws and ordinances.

7. Right to Inspect and Not Liable for Personal Property

The Inn reserves the right to inspect and control all private functions. The Inn does not assume liability for any personal property and equipment ("Property") of the Patron or the Patron's guests, invitees or third-party providers brought to the Inn and any Property brought onto the premises shall be at the sole risk and responsibility of the Patron.

8. Lodging

-Maximum Occupancies:

The maximum capacity of our Inn is 49 guests.

All of our room rates are for single or double occupancy. Maximum occupancy per building, using pull out sofas and rollaway cots, are listed in parentheses. For additional guests above double occupancy per accommodation, an additional charge of \$100.00 plus taxes per person/per day will be assessed. Rollaway cots shall incur a nightly fee \$50.00 plus taxes (or shall be included in the charge for an additional guest).

- * The Spring House: 4 rooms, (8) guests *(10 guest max.)*
- * The Carriage House: 4 rooms, (8) guests *(13 guest max.)*
- * The Dutch Cottage: 2 rooms, (4) guests *(5 guest max.)*
- * The French Farm Cottage: 3 rooms, (6) guests *(8 guest max.)*
- * The Manor House: 4 rooms, (8) guests *(10 guest max.)*
- * The Bull Barn: 1 room, (2) guests *(3 guest max.)*

Patron and guests may not apply tape nor attach anything to the walls or wallpaper in any of the rooms of houses or cottages of the Inn. Additional charges will apply for broken or damaged items, rental equipment, spa services, and other special services. If Patron should incur any additional charges after the departure date, the balance due will be charged to the credit card on file or included in the final billed amount. Patron shall complete the "Credit Card Authorization Form" provided and return with the signed Agreement.

-Check In/Check Out Time:

Check-in time is 4:00 pm. Room assignments prior to this time are subject to availability. Check-out time is 11:00 am. If any room is not vacated by this time, the Patron will be charged a late charge of 50% of the room rate unless prior arrangements are made with the Inn's management. If any room is not vacated by 2:30 pm, the Patron will be charged a late charge of 100% of the room rate. Should attendees arrive prior to the check-in time, arrangements can be made to store luggage.

-Pet Fee:

The Inn does allow pets in specific accommodations with payment of a pet fee (\$250/cottage; \$150/room). Such fee shall cover the duration of the stay at the Inn. Pets are not permitted in the Hayloft, Manor House or Spring House. The Patron is required to sign the Inn's pet policy and receive approval prior to check in. Violations of this policy or failure to receive prior approval will result in an additional fee charged to the Patron.

II. GENERAL TERMS AND CONDITIONS

(1) Conduct. Disparaging remarks or any type of physical violence will not be tolerated by the Inn and will be cause for immediate expulsion from the venue. The Patron and its guests shall use the venue in a civil and considerate manner at all times. Conduct deemed disorderly at the commercially reasonable discretion of the Inn staff shall be grounds for removal from the venue and/or conclusion of the Event. In such cases no refund of any fees (including any applicable Deposits) shall be made.

(2) Force Majeure. If for any reason beyond a party's reasonable control (including but not limited to strikes; labor disputes; acts, regulations or orders of governmental authorities; civil disorder; disasters; acts of terrorism; acts of war; acts of God; fires; flood or other emergency conditions; any delay in necessary and essential repairs of the Inn) it is impossible or illegal for the Inn or the Patron to perform its obligations under this Agreement (with the

exception of payment obligations), such non-performance is excused and such party may terminate this Agreement without further liability of any nature, and any Deposit shall be returned. The parties agree to negotiate in good faith to rebook any Event cancelled due to a force majeure event. Deposits may be applied to the rebooked Event in the sole discretion of the Inn.

Notwithstanding anything contained herein to the contrary, in the event of a full or partial cancellation due to COVID-19 or other similar pandemic event, this Force Majeure provision shall not be applicable, but rather Patron's payment responsibilities shall be governed by the terms set forth in Section IV of the Agreement, Cancellations, unless other terms are agreed upon by the Inn, in writing and in its sole discretion.

(3) Insurance. Patron and outside vendors hired by the Patron must obtain special event liability insurance with an insurance company authorized to do business in the Commonwealth of Virginia, each with a single limit liability of no less than \$1,000,000.00, and maintain said insurance throughout the term of the Event. Upon request, Patron shall provide the Inn with evidence of such insurance. The policy, or rider to an existing policy, shall name Snake Hill Farm LLC d/b/a Goodstone Inn and Restaurant and their officers, employees and agents as Additional Insured(s). A Waiver of Subrogation in favor of the Inn and thirty (30) days' notice of cancellation is required on all policies. A Certificate of Insurance verifying the foregoing requirements shall be provided to the Inn no later than ten (10) days prior to commencement of the Event.

(4) Indemnification. The Patron agrees to indemnify, defend and hold harmless the Inn and each of its directors, officers, employees and agents (collectively, "Inn Indemnitees") from and against all liabilities, losses, claims, demands, damages, costs and expenses (including reasonable legal fees and disbursements) suffered or incurred by any Inn Indemnitee, or asserted against the Inn and arising as a direct or indirect result of any claim, proceeding, inquiry, suit or legal action instituted against a Inn Indemnitee in respect of the Event or the Patron's use of the services and facilities of the Inn arising as a result of the negligence or willful misconduct of the Patron or any of its directors, officers, employees, agents, guests or invitees. Such indemnity shall not apply to the extent that an Inn Indemnitee is claiming indemnity for its own negligence or willful misconduct.

(5) Damages Incurred. The Patron shall be responsible for all liabilities, losses, demands, damages, costs and expenses ("Losses"), including (without limitation) claims for breach of contract, property damage and/or personal injuries suffered or incurred by the Inn or any employee or staff member of the Inn or other guest or invitee of the Inn and arising as a direct or indirect result of the Patron's actions or inaction, or the attendance at the Event or the use of services and facilities of the Inn by the Patron or its employees or any invitee of or outside contractor hired or engaged by the Patron. Pursuant to Article II of the Agreement, Patron shall provide the Inn with a Security Deposit to ensure that the premises are returned to the Inn in the condition in which they were originally provided. In the event of any Loss incurred by the Inn as set forth above, the Inn may use the Security Deposit, or any portion thereof, to cure the Loss or compensate the Inn for such damages sustained. If no such Losses are incurred or such Losses do not exceed the amount of the Security Deposit, the Inn shall return the balance of the Security Deposit to the Patron in accordance with the terms of Section V(3) of the Agreement.

The Inn reserves the right to invoice the Patron directly for such charges, and payment for such charges shall be due in accordance with the terms of Section V of the Agreement, Payment Procedures.

(6) Limitation of Liability. In no event shall the Inn be liable to the Patron, its contractors or invitees, for any indirect, special, punitive or consequential damages, loss of profits or revenues, or exemplary damages of any kind, whether arising out of this Agreement or the Event, or from any breach or partial breach of the provisions of this Agreement or arising out of any act or omission of the Inn, or arising under theories of strict liability or tort, regardless of whether the Inn was advised, had other reason to know, or in fact knew of the possibility thereof. In no event shall the liability of the Inn exceed the amounts actually paid to the Inn by the Patron pursuant to this Agreement.

(7) No Warranties. PATRON ACKNOWLEDGES THAT THE USE OF THE PREMISES ARE ACCEPTED "AS IS", WITHOUT WARRANTIES OF ANY KIND. The Patron is solely responsible for determining the appropriateness of the space, food and services for the Event.

(8) Attorney's Fees. In the event that the Inn retains the services of an attorney to represent its interests in regard to the Agreement, or in a successful action brought for the recovery of damages or other charges, the Patron agrees to pay the reasonable attorney fees incurred, plus the costs of any legal action, including all collection expenses and interest due.

(9) Notices. All notices required or provided for under this Agreement shall be in writing and shall be effective immediately upon receipt either by: personal delivery; confirmed electronic transmission; or registered mail, return receipt requested, addressed to the other party's attention.

(10) Americans With Disabilities Act of 1990. While subject to ADA compliance, the parties acknowledge that the Goodstone Inn & Restaurant is an historic site. Patron agrees that it has informed the Inn of any special needs of their handicapped guests in advance of signing this Agreement in order for the Inn to minimize any accessibility issues on the part of Patron's guests.

(11) Assignment. Neither this Agreement, nor any of its rights or obligations hereunder, shall be assigned by the Patron without the prior written consent of the Inn.

(12) Governing Law and Venue. This Agreement shall be construed, interpreted and enforced under the laws of the Commonwealth of Virginia, without regard to choice of law provisions. Should a dispute arise under this Agreement, Loudoun County, Virginia shall be the proper place of venue.

(13) Severability. In case any one or more of the provisions, or portions of provisions, of this Agreement shall be deemed by any legal authority to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions, or portions of provisions contained herein shall not be in any way affected or impaired thereby.

(14) Survival. Any provisions of this Agreement which, by their nature, extend beyond the completion or termination of this Agreement shall survive this Agreement's termination or expiration.

(15) Waiver. The failure (or repeated failures) by either party to assert, exercise, or seek to enforce its contractual and legal rights under this Agreement shall not be interpreted as a waiver of such rights, past or future.

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