



Utopia Living, Inc.

RENTAL AGREEMENT

This agreement is made on this date:

between: and

currently

residing at , renters in
common

("Lessee / Lessees") and Utopia Living, Inc., ("Lessor"), a New Hampshire Corporation.

Lessee Primary Contact Information:

Email Address:

Mobile Phone:

Event Pricing*

PACKAGE	RUBY	SAPPHIRE	SILVER	GOLD	EMERALD	DIAMOND
Days / Nights	Tues or Wed (No Overnight)	Tues or Wed (1 Overnight)	Mon - Wed (2 Overnight)	Fri - Sunday (2 Overnight)	Thurs - Sun (3 Overnight)	Thurs - Sun (3 Overnight)
	Check-In: 9 am	Check-In: 9 am	Check-In: 3 pm	Check-In: 3 pm	Check-In: 3 pm	Check-In: 3 pm
	Check-Out: 10 pm	Check-Out: 10 am	Check-Out: 10 am	Check-Out: 10 am	Check-Out: 10 am	Check-Out: 10 am
Vineyard Hall (4k Sq/Ft) w/ Mezzanine	✓	✓	✓	✓	✓	✓
8'x20' Stage	✓	✓	✓	✓	✓	✓
Folding white, resin fanback chairs	✓	✓	✓	✓	✓	✓
60" Round Resin Dining Tables	✓	✓	✓	✓	✓	✓
3' Square Resin Serving Tables	✓	✓	✓	✓	✓	✓
5' X 30" Wide Resin Serving Rectangular	✓	✓	✓	✓	✓	✓
6" X 18" Resin Rectangular Serving Tables	✓	✓	✓	✓	✓	✓
8' x 30" Resin Rectangular Serving Tables	✓	✓	✓	✓	✓	✓
Arbor (Interior & Exterior)	✓	✓	✓	✓	✓	✓
DJ / PA Sound System	✓	✓	✓	✓	✓	✓
Porta-potty Toilets (Avail Apr- Nov)	✓	✓	✓	✓	✓	✓
Highland Grill (Avail Apr-Nov)	✓	✓	✓	✓	✓	✓
Main House (5+ Bdrms), Sleeps 15		✓	✓	✓	✓	✓
Sunset Cabin (1 Bdrm), Sleeps 2		✓	✓	✓	✓	✓
Carriage House for (Sleeps 9) (Avail Apr-Nov)				✓ 2 Nights	✓ 3 Nights	✓ 3 Nights
Shepherd's Hall (Sleeps 2) (Avail Apr-Nov)						✓
Number of Glamping Tents Included (Avail Apr-Nov)				2 (not in winter) 2 Nights	5 (not in winter) 2 Nights	20 (not in winter) 2 Nights
Tree House				✓	✓	✓
Beer Dispenser				✓ (not in winter)	✓	✓
Photo Zone in Vintage Barn				✓ (not in winter)	✓	✓
Hayloft in Vintage Barn					✓	✓
Cantina in Vintage Barn					✓	✓
50 White Wooden Benches					✓	✓
All Items in Rental Catalog						✓
Winter - Max Guests: 35 (Nov 16th, April 13th)	\$2,500	\$3,500	\$4,500	\$7,000	n/a	n/a

Treasure Hunt Awards Available to Add



Your Name: _____ Date: _____

You have the option (it is totally up to you) of filling out and sending this page (by snapping a photo of it filled out) in on the day of your tour. By doing so, you are under no obligation whatsoever to book with Cobb Hill Estate! But if you do choose to book Cobb Hill Estate within the next 7 days, you will be entitled to receive whatever Rewards you “earn” today by answering the Scavenger Hunt questions below*. Again, this is meant to be optional and fun, so the choice is up to you!

Point of Interest / Question	Reward	Value
Sunset Cabin: Sign above door—what does it say?	\$500 off Emerald Package Off-Peak Season	\$500
Wedding Arbor: Message viewable from back of arbor?	30 % off Ceremony Site Sound System	\$90
Rose Rock Outdoor Granite Bar: Sign inside:	50% off Beverage/Beer Canoe Rental	\$75
Monadnock Room: Sign on Hexagonal Granite Bar:	\$750 off Emerald Package Peak Season	\$750
Cantina (in Barn): Name of band in banner on wall:	30% off Flatscreen Presentation TV for V.H.	\$55
Hayloft / Groom Room: 3 words on west wall:	35% off Vineyard Hall Indoor Granite Bars	\$332
Main House Master Bedroom on 2nd Floor:		
Sign above glass door?	50% off White Chiffon Drapery	\$200
Treetop Manor: Sign on bunk:	30% of Lounge Furniture	\$87
Paradise : Sign in Ladies room between mirrors:	50% off Paradise Rental	\$1,600
Glamping Tent that says “Glamping” on the <u>outside</u> in black		
Sign <u>inside</u> above door:	50% off Granite Whiskey Barrels / Lighting	\$900
Glamping Tiki Bar: Rasta banner on wall:	5% off Cows Moved up for Wedding	\$20
Glamping Makeup Room: Sign above door:	Free allowance of 1 well-behaved dog	\$75
Carriage House—Sign on Bar Inside:	1 Hour of Late Checkout	\$100

To redeem these Day of Touring Rewards, you need to book the Cobb Hill Estate Venue within 7 days of your tour start date/ time, and at booking you can rent items above at discount listed above. The process is very simple:

- 1) Answer whatever questions you want on this Rewards Page (write in with pencil or pen)
- 2) Take a photo of this page and **email it today, the date of your tour (by no later than 8pm)**

to Inquiries@CobbHillEstate.com **or text it to 978-267-9711** whichever is easier for you.

* Discounts can not be combined with coupons or other promotions. In the event there are any misunderstandings of the application of rewards, Cobb Hill Estate may adjust/cancel as it chooses

Package Details, Special Considerations & Notes:

PACKAGE DETAILS, SPECIAL CONSIDERATIONS, AND NOTES:				
Lesees		Email Address		Phone
Bride Name:				
Groom Name:				
Main House, Sunset Cabin & Mountaintop Wedding Facilities:		Date	Time	
Check-In Date & Time:				
Check-Out Date & Time:				
Wedding Package				Cost
Chosen Package:				\$
Other:				\$
Lodging Tax (Ruby: \$0.00, Sapphire: \$85.00, Silver: \$170.00, Gold: \$280.16, Emerald: \$470.90, Diamond: \$846.43)				\$
SUBTOTAL WEDDING PACKAGE AND TAX:				\$
Add-Ons	Discounted Price	Circle: Yes / No		Amount
30% off Ceremony Site Sound System \$300.00 - \$90.00	\$210.00	YES	NO	\$
50% off Beverage/Beer Canoe Rental \$150.00 - \$75.00	\$75.00	YES	NO	\$
30% off Flatscreen Presentation TV for V.H. \$185.00 - \$56.00	\$129.00	YES	NO	\$
35% off Vineyard Hall Indoor Granite Bars \$950.00 - \$332.00	\$618.00	YES	NO	\$
50% off White Chiffon Drapery \$400.00 - \$200.00	\$200.00	YES	NO	\$
30% of Lounge Furniture \$290.00 - \$87.00	\$203.00	YES	NO	\$
50% off Paradise Rental \$3,200.00 - \$1,600.00	\$1,600.00	YES	NO	\$
50% off Granite Whiskey Barrels / Lighting \$1,800.00 - \$900.00	\$900.00	YES	NO	\$
5% off Cows Moved up for Wedding \$385.00 - \$20.00	\$365.00	YES	NO	\$
Free allowance of 1 well-behaved dog \$75	Free	YES	NO	\$0.00
1 Hour of Late Checkout \$100	Free	YES	NO	\$0.00
SUBTOTAL ADD-ONS:				
Subtotal Wedding Package & Lodging Tax				
Subtotal Add-Ons				
TOTAL:				
Cleaning/Damage Convertible Nonrefundable Deposit				\$1,500.00
Initial Non-Refundable Pre-Payment				\$6,000.00
Amt Due within 48 Hours of Signing of this Agreement				\$7,500.00
Balance Due 90 Days Prior to Check-In Date (Total - \$6,000.00 Prepayment)				
Due Date for Remaining Balance				

PAYMENT: All rented items must be pre-paid by Lessee 90 days prior to Start Date/Time. Payment can be made via Credit Cards and/or Check. If paying by check, checks should be payable to “Utopia Living, Inc.” and mailed to:

Utopia Living, Inc.

PO Box 54

Harrisville, NH 03450

Failure to pay in full prior to 90 days from the Start Date/Time will result in an additional late fee of \$350.

Acknowledgements:

I (we) understand that the following optional rental items are not included in any of the packages (with the exception of the Diamond Package) listed above in the Event Pricing Pricelist and must be rented as "add-ons":

Paradise Luxury restrooms

Monadnock Room Whiskey Barrels with granite bartops & optional Bistro Lighting

Wooden Vineyard Tables & matching Cross-back Chairs

Chiffon (hanging white semi-transparent fabric) in Vineyard Hall

Heater for Vineyard Hall (included in the Emerald and Diamond Package)

Interior Granite Bars inside Vineyard Hall

 Initials

*

 Initials

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INITIALS: _____ INITIALS: _____

I/We, the undersigned, agree to the following terms as renters of 279 Cobb Hill Road, Harrisville, NH:

1. Occupancy of Main house and Sunset Cabin (if rented), including small children, infants and visitors, of overnight guests is not to exceed 17 persons, including minors. Occupancy of the Carriage House (if rented) 9 persons maximum, including minors. Glamping tents and Shepherd's Hall (if rented) are each limited to two (2) persons without prior permission from the owners and/or managers. In the event that there are more than the designated persons found occupying the property overnight, the Landlord may assess a fee of \$95 per person for each person over the allotted number. The premises will be used for temporary lodging and private events as permitted under this Agreement. Additionally, if any laws regarding occupancy are broken, Tenant will pay all fines associated with this violation. Additionally, this Agreement may be immediately terminated without refund.

2. Tenant acknowledges that the maximum total number of persons permitted on the property for any event, including but not limited to all guests and members of the wedding party, shall not exceed two hundred (200) persons at any time.

Tenant shall provide a final guest count to Landlord no later than twenty-one (21) days prior to the event date. This count must include all persons expected to attend the event, including members of the wedding party.

Under no circumstances shall the total number of persons attending the event exceed two hundred (200). Exceeding this limit constitutes a material breach of this Agreement and may result in immediate termination of the event, removal of persons from the property, additional fees, and/or forfeiture of deposits, at Landlord's sole discretion.

3. We agree to keep noise at a reasonable level, as defined by the Landlord (including based on neighbor feedback), and to observe a strict sound curfew of 10:00 PM Sunday through Friday and 11:00 PM on Saturdays. Noise must not be audible beyond the property boundaries after curfew. If any new local or state sound ordinances are adopted, we agree to comply with them. Failure to comply with this provision may result in an additional \$2,200 charge, portions of which may be directed to local fire or law enforcement agencies.
4. I (we), our guests and visitors, agree to follow all federal, state, and local laws, whether permanent or temporary (such as public health regulations, drought conditions, or fire safety restrictions). This includes complying with any municipal, county, state, or federal fire bans or restrictions that may be in effect, such as prohibitions on fireplaces, fire pits, open flames, or outdoor burning. Failure to comply may result in loss of deposits or early termination of occupancy. These legal requirements are in addition to the specific fire and special effects restrictions set forth in this Agreement.
5. No flames of any kind are permitted inside any buildings or lodging at Cobb Hill Estate, except for the Sacred Flames Fire Altar when rented directly from Lessor and used only under Lessor's conditions. All other flames are prohibited, including candles, votives, pillar candles, taper candles, tea lights, lanterns with real flame, oil lamps, incense, ceremonial flames, cultural or religious fire elements, and any similar flame-based items, regardless of the type of holder or enclosure used. Battery-powered or electric candles and décor lighting are permitted. Lessee is responsible for ensuring that all guests, vendors, and contractors comply with this policy.
6. Outdoor campfires and fire features are permitted only in designated fire pit locations provided by Lessor. Fires must be attended at all times by a responsible adult and fully extinguished after use. Outdoor fires may be restricted or suspended at any time due to weather conditions, wind, drought, or directives from the local fire department or the State of New Hampshire. Tiki torches, flame lanterns, and any other flame-based décor are not permitted anywhere on the property. Lessee must follow all instructions from Lessor regarding safe outdoor fire use.
7. Pyrotechnic effects are strictly prohibited anywhere on the property, including sparklers, cold sparks, fireworks, flame effects, or any similar devices used by DJs, bands, performers, or other vendors, regardless of advertised safety claims. Fog machines, haze machines, and similar atmospheric devices are prohibited inside any building or structure due to the risk of triggering alarms. Dry ice effects are permitted as long as they do not interfere with guest safety, visibility, or equipment operation. All vendors must receive prior approval from Lessor for any special effects equipment.
8. I (we), our guests and visitors, agree that any illegal drug use on the property, any disturbance, annoyance, endangerment, or inconvenience of the neighbors; any use of the premises for immoral or unlawful purposes; any violation of law or ordinance; or any waste or nuisance on or about the premises, shall immediately terminate our occupancy and rental agreement of these premises, and any such behavior may result in the Cleaning/Damage Deposit becoming non-refundable.

9. Only the owners and/or managers of Property are allowed to have pets on the premises – unless specified above.
10. Owner or Owner's Agent may enter the premises immediately in the event of an emergency, in order to perform necessary repairs and/or maintenance; Owner or Owner's agent may come onto the property for the purposes of checking on, feeding, moving, or otherwise providing for livestock at any time. Owner or Owner's agent may come on to the property at any time to mow lawns or care for gardens.
11. I understand that if I make a special request of the Landlord or Landlord's employee and/or agent to come to the property, that it will likely take between 1 and 2 hours for such employee or agent to arrive.
12. If I (We) do not personally inspect the premises prior to signing this Agreement, I (We) agree to accept the rental property upon arrival, provided it meets the basic description as listed on the Rental Websites. We understand that it is the nature of property rentals, and for such a large property in particular, for some features and amenities to be out of service from time to time. We also understand that the internet access is subject to occasional outages and that there may be times when internet access is not available. I (we) agree that we will not be entitled to a refund or rent money, nor relocation to another property, and will have no claim or recourse against the Owner, Property Management, etc.
13. I (we) shall be responsible for all damage, breakage and /or loss to the premises, except normal wear and tear and unavoidable casualties (deemed exclusively by the Manager of Property) which may result from Occupancy. I (we) agree that all pipes, wires, glass, plumbing, household contents, etc., other equipment and fixtures will be in the same condition as at the beginning of our stay, or may put in during the term of the lease, reasonable wear and tear and damage by unavoidable fire and casualty only exception. Any costs associated with unreasonable wear and tear or damage shall be deducted from the Cleaning/Damage Deposit. Should Cleaning/Damage Deposit fail to cover all costs associated with unreasonable wear and tear or damage Tenant shall be responsible for paying such additional costs within 30 days of notification. If we behave disrespectfully, fail to follow the terms of this Agreement, or make any public or private statements that defame or harm the reputation of the Landlord, the Landlord may, at their sole discretion, retain any portion of the deposit deemed reasonable to offset resulting costs or damages.
14. We will be responsible for picking up any trash on the ground and/or premises and placing it in the dumpster in the parking lot up at the Main House.
15. Tenant agrees to make the following payments according to the amounts and due dates listed in the Reservation Details section above:
 - a) Initial Payment (Non-Refundable): The Initial Payment, as stated in the Reservation Details section above, is required to secure the reservation and must be received within 48 hours of signing this Agreement. The Initial Payment will be applied toward the total rental cost. If the Tenant cancels the reservation for any reason, the Initial Payment is non-refundable and will not be refunded.
 - b) Remaining Balance: The remaining balance of the rental cost is due by the date indicated in the Reservation Details section above. Failure to pay the remaining balance by this date may result in cancellation of the reservation without refund of any payments made.
 - c) Cleaning/Damage Deposit (Non-Refundable if Cancelled): A Cleaning/Damage Deposit, as stated in the Reservation Details section above, is required and is due within 48 hours of signing this Agreement. The Cleaning/Damage Deposit is refundable only if the Event occurs as scheduled and all terms of this Agreement are met. For clarity, the Cleaning/Damage Deposit is refundable only under the conditions stated above; all other

payments made under this Agreement are non-refundable under all circumstances. Accordingly, if the Tenant cancels the reservation for any reason, the Cleaning/Damage Deposit is non-refundable.

- If the Event occurs as scheduled and all terms of this Agreement are met, the Cleaning/Damage Deposit will be refunded within 21 days after checkout, contingent upon completion of post-event inspection, less any deductions for:

Property damage

Excessive cleaning beyond normal use

Violation of rental rules or contract terms

Late check-out or other specified charges

The Cleaning/Damage Deposit shall be refunded to the exact account and payment method used for the original deposit payment (e.g., the same credit card number, ACH account, or by check if paid by check), except that deposits paid in cash shall be returned by check.

- If the Tenant cancels the reservation for any reason, the Cleaning/Damage Deposit is non-refundable and will not be refunded.
- If charges exceed the Cleaning/Damage Deposit, Tenant remains responsible for the balance and agrees to pay within 30 days of notification.

d) Payment Method: Payments must be made by [accepted methods, e.g., check, ACH, credit card, cash]. Returned checks or failed payments will incur a \$50.00 fee and must be resolved immediately.

e) Reservation is confirmed only upon receipt of the signed Agreement, the Initial Payment, and the Cleaning/Damage Deposit. All required deposits must be received within 48 hours of signing this Agreement. If these payments are not received within that time, the reservation may be canceled without refund of any amounts already paid.

16. I (We) understand if we fail to pay as specified in this agreement, Owner or Owner's Agent may rent the property exclusively to another party and any and all monies paid may be forfeited, and/or Owner or Owner's Agent may take any and all legal means necessary to collect monies due from this agreement.
17. If I (we) cancel our reservation in writing more than one hundred eighty (180) days before the "Check-In Date," all monies paid shall be forfeited. If I (we) cancel less than one hundred eighty (180) days before the "Check-In Date," we remain responsible for payment in full, and any outstanding balance shall become immediately due.
18. I (we) acknowledge that all payments made are non-refundable under any circumstance, including but not limited to separation, illness, accident, death, weather events, financial hardship, or military deployment. Tenant understands that trip or event cancellation insurance is available through third-party providers and is solely responsible for purchasing such coverage, if desired.
19. I (we) will report to the property manager any damages or notable conditions found upon arrival within one (1) hour of Occupancy. The property will be left in the same good and habitable condition.
20. I (we) agree to indemnify and hold harmless the Owners and/or Managers, including their heirs, successors, agents, and assigns, from and against any and all liability, loss, or damage arising from any injury, illness, nuisance, or harm occurring on or about the premises, whether sustained by us, our guests, invitees, or others. This includes, but is not limited to, claims resulting from carelessness, neglect, or improper conduct by any party, except to the extent caused by the Owner's or Manager's gross negligence or intentional misconduct.

21. The Owner shall provide utilities, furniture and fixtures, linens and towels.
22. No furniture, including, but not limited to beds, couches, and sofas, ping-pong table, etc. shall be moved from their original position without permission from the Rental Manager.
23. Renter understands that there are sign ordinances in Harrisville that prohibit signs in the town and on Prospect Street, and renter agrees not to post any signage in the village of Harrisville or on Prospect Street.
24. There will be no refunds due to inclement weather or power outages.
25. If the rental property becomes uninhabitable or unsuitable for the event due to fire, water damage, lightning, storms, explosion, utility failure, road closure, government order, or any other event beyond the control of the Manager that prevents the event from being safely or reasonably held at the property, the Manager may cancel the event and terminate this rental agreement. Any payments made by Tenant shall be handled in accordance with the terms of this agreement.
26. Prior to vacating the premises, Tenant is responsible to ensure all dishes and cookware are clean. A list of specific responsibilities prior to checkout will be provided upon check-in in a renters information pamphlet. In the event that Tenant does not leave premises in reasonably clean condition then Tenant shall be responsible for incurring additional cleaning costs, which will be deducted from Cleaning/Damage Deposit.
27. Tenant acknowledges that the rental period begins at the stated check-in time and ends at the stated check-out time as set forth in this Agreement. No additional hours, days, or nights are included or implied beyond those expressly stated. Landlord frequently hosts back-to-back events and must prepare for subsequent rentals; therefore, no assumption should be made that extra time will be available.
28. Tenant may request early check-in or late check-out hours for the Main House and mountaintop wedding facilities at a rate of \$100.00 per hour, plus applicable taxes. These options are subject to availability and must be confirmed by Landlord in writing. To protect the scheduling of back-to-back events, requests will only be considered if submitted no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the scheduled check-in date. Approval remains at Landlord's sole discretion and may be withheld for any reason, including potential conflicts with other rentals.
29. Any approved early check-in or late check-out arrangements apply solely to the Main House and mountaintop wedding facilities. Glamping accommodations, Shepherd's Hall, and the Carriage House are excluded. A prorated rate for early check-in or late check-out for these excluded lodging options may be available upon request, subject to Landlord's written approval. Such requests will only be considered if submitted no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the scheduled check-in date.
30. Tenant understands that all onsite lodging accommodations have a two (2) night minimum stay requirement. This minimum applies to glamping sites, Shepherd's Hall, and the Carriage House (if rented).
31. This Main House rental does not include use of the barn housing the Cantina, Hayloft and Photo Zone "Stage" Area adjacent to the main house, which shall remain locked. Rental does not include selected owner's closets and cabinets which shall also remain locked.
32. Tenant shall be responsible for obtaining an insurance policy of not less than \$1,000,000 for the event from [Wedsafe.com](https://www.wedsafe.com), or their homeowner's insurance policy, or any other independent insurance company, no later than ninety (90) days prior to the event date.

33. This rental does not include the Carriage House at 163 Cobb Hill Road, which is located approximately 1 mile north of Main House, unless it is specifically noted in this contract.
34. Tenant and guests shall be respectful of the natural world around them, taking special care to be kind to and respectful of the local wildlife, as well as pastured animals, including, but not limited to: goats, sheep, pigs, horse and chickens.
35. Tenant understands and acknowledges that the kitchen in the Main House is not a commercial kitchen, and the appliances are not suited for cooking for groups larger than 30 people.
36. Owner shall not be liable to Tenant, Tenant's guests, licensees or invitees or any other person for any injury, loss or damage to any person or property on or about the premises, regardless of the cause of such loss or damage, including negligence. Tenant shall hold the owners and/or managers, heirs, agents, successors, and assigns harmless and indemnified from and against all loss, injury or damage occasioned by the use or misuse or abuse of any part of the premises and from or against any omission, neglect, or default of Tenant, his guest, licensees or invitees.
37. Re-visits: Tenant may, with prior consent of owner or owner's agent, re-visit the property for planning purposes, up to two times, with each visit limited to no more than 30 minutes. Owner or owner's agent may or may not be present. Should tenant request additional visits, a fee of \$200 per visit shall apply.
38. Tenant agrees not to move any existing tents, grills, arbors, or other similar items on the property.
39. Regardless of any verbal conversations Tenant may have had with Landlord or Landlord's agent(s) prior to the signing of this agreement, only products or services specifically articulated in this agreement will be provided to Tenant. Any other products or services to be provided must be later agreed to and specified in writing by both parties.
40. Prior Arrival and Post Departure: Tenant agrees not to occupy the property prior to check-in date/time written above, and after check-out date/time written above. Tenant further agrees not to have any vendors or service providers place items on the property prior to check-in date time above, and Tenant also agrees to have any vendors or service providers that have delivered any items pick up said items prior to check-out date/time written above. Failure to perform according to the terms of this Prior Arrival and Post Departure clause may result in Landlord retaining any or all of Tenant's Cleaning/Damage Deposit, at Landlord's full discretion. Should Tenant begin to occupy property prior to agreed upon check-in date/time as written above, and should Landlord be in the process of preparing the premises for the Tenant, Landlord may, at its own discretion, cease preparing the premises and/or property for Tenant.
41. Out of respect for personal privacy and efficiency, all communications from this date forth between Landlord and Tenant prior to Check-In Date/Time listed above regarding any details, logistics, operational questions, etc. shall be directed by Tenant (not any third parties such as other family members, caterers, or other service providers of any kind) via email to a single administrative contact person designated by Landlord.

42. Tenant understands and acknowledges that before 90 days prior to Check-in Date, all 20 Glamping sites in the 2 semi-circle Glamping pod clusters ("Glamping Pod") and the Carriage House are exclusively available for rent by you or your guests, and within 90 days prior to Start Date/Time; if you or your guests have not rented the Carriage House and at a minimum one Glamping tent in each Glamping Pod, Lessor reserves the right to open Carriage House or any unused pod to the outside / public marketplace. The first pod must be fully rented before the second will be available for rent. Tenant understands that the first pod of 11 sites has electricity and heat and the second pod of 9 sites does not.
43. This Agreement may not be assigned or the property sublet, and is for the Tenant's use only. No changes to, or changing of locks of the buildings / premises are permitted. I /We will not use premises as a location for amateur or professional film/video without prior consent and arrangement with property the owners and/or managers.
44. If Tenant fails to vacate on time, the Late Check-Out Fee of \$250 will be charged to the credit card on file or deducted from the Cleaning/Damage Deposit.
45. Any past due balances shall accrue interest at an annual rate of 28.7% (twenty-eight and 7/10ths percent), compounded on a monthly basis.
46. Tenant understands and acknowledges air conditioning is not provided, and that for electrical safety and other reasons, Tenant may not bring air conditioning units to the property.
47. Tenant understands that Tenant and/or guests may not pitch tents or bring RVs or other overnight vehicles, and shall be subject to a penalty of \$500 per night for each tent pitched or RV placed without prior written permission.
48. Tenant understands that in the normal course of business, Landlord often makes improvements to the property and facilities, and there may be new improvements and/or alterations made between the signing of this contract and the date of Tenant's event.
49. Lessee understands and acknowledges that he/she has had an opportunity to personally inspect the equipment, and finds it suitable for his/her needs and in good condition, and that he/she understands its proper use. Lessee further acknowledges his/her duty to inspect the equipment prior to use and notify Lessor of any defects.
50. If the equipment becomes unsafe or in disrepair as a result of normal use, Lessee agrees to discontinue use and notify Lessor who will replace the equipment with similar equipment in good working order, if available. Lessor is not responsible for any incidents or consequential damages caused by delays or otherwise.
51. All tables and chairs will be located in Vineyard Hall or the Garage of the Main House at check-in. Lessee is responsible for arranging the tables and chairs as needed for their event. All tables and chairs must be cleaned and returned to Vineyard Hall before check-out and should not be folded or stacked.
52. If Lessee is receiving an off-peak season discount, Lessee acknowledges that such discounts reflect a variety of factors that may include, but are not limited to: a higher likelihood of less favorable weather, ice or snow, possible road closures or challenging driving conditions, reduced greenery or floral displays, differing insect activity, and generally less favorable photography conditions as a result of the foregoing.
53. There are no warranties of merchantability or fitness, either express or implied. There is no warranty that the equipment is suited for Lessee's intended use, or that it is free from defects.

54. Lessee agrees to indemnify and reimburse Lessor for all liabilities to Lessee, his agents or third parties arising out of the use of the goods or a breach of this contract by Lessee, including those arising from Lessor's negligence.
55. Use of the equipment in the following circumstances is prohibited, and constitutes a breach of this contract: Use for illegal purposes or in an illegal manner, or Used by anyone other than Lessee or Lessee's guests, without Lessor's written permission. Lessee may not sublease or loan the equipment without Lessor's written permission. Lessee may only use equipment at Cobb Hill Road, Harrisville, New Hampshire, and shall not remove equipment from the Cobb Hill Road premises.
56. Lessee's right to possession terminates on the expiration of the rental period and retention or possession after this time constitutes a material breach of this contract. Time is the essence of this contract. Any extension must be mutually agreed upon in writing.
57. Lessee agrees to pay for any damage to or loss of the goods, as an insurer, regardless of cause, except reasonable wear and tear while the goods are out of the possession of the Lessor. Lessee also agrees to pay a reasonable cleaning charge for equipment returned dirty. Equipment lost, stolen or damaged beyond repair will be paid for at its replacement cost when purchased. The cost of repairs will be borne by Lessee, whether performed by Lessor or, at Lessor's option, by others. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged or lost goods. In the case of loss by theft or other means, Lessee agrees to furnish a police report to the Lessor within 48 hours. In the event that Lessee leaves folding chairs or other furniture outside (not inside a Vineyard Hall) exposed to the weather after departing the premises, a \$150 charge will be applied. In the event that Lessor must resort to litigation to recover for damages caused to or loss of such property, Lessee also agrees to pay all collection fees, attorney fees, court costs, or any expense involved in the collection of these charges.
58. Upon a failure to pay rent or other breach of this contract, Lessor may terminate this contract and take possession of and remove the goods from wherever they are, and Lessor and his agents shall not be liable for any claims or damage or trespass arising out of the removal of the goods.
59. Tenant agrees to share with Landlord any professional or personal photographs taken during the event, including but not limited to traditional photography, videography, and any drone or aerial footage, for the purpose of Cobb Hill Estate's marketing, website, and social media use. Tenant grants Landlord a non-exclusive, royalty-free license to use such media. If Tenant plans to use a drone for any portion of their photography or videography, Tenant must notify Landlord in advance of the event. No additional insurance is required for drone use by Tenant or their hired vendor; however, all drone activity must comply with FAA regulations and any safety instructions provided by Landlord.
60. In the event that any of the items rented become unusable by Lessee, for any reason whatsoever, including but not limited to inclement weather, the maximum liability to Lessor shall be limited to the rental fees for that or those items articulated above.
61. The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provision.

62. This is a binding contract and is not subject to cancellation. Lessee understands that Lessor will not refund any monies paid for any reason, including break-ups, illness, accident, death, financial difficulty or military deployment and that cancellation insurance is available commercially and may provide relief if purchased expeditiously. Lessee also understand the initial payment is non-refundable, and in the event that it has been charged to a credit card, Lessee waives any right to dispute the credit card charge and attempt in any way to recover these non-refundable funds.
63. Lessee understands and acknowledges that package upgrades are priced based on package prices at the time of the upgrade and not on pricing at time of original agreement.
64. Lessee understands and acknowledges that the 8' x 20' stage will be situated at the edge of Vineyard Hall, on the north wall, and centered from east to west. Lessee understands that moving fees will apply should Lessee desire to have the stage moved or removed.
65. Lessee understands and acknowledges that Paradise Luxury Portable Restrooms are not included in any wedding packages and must be rented as an upgrade for an additional fee. (see our current wedding brochure for pricing).
66. Lessee understands and acknowledges that Whiskey Barrels, Bar Tops and lighting in the Monadnock Room are not included in any wedding packages and must be rented for an additional fee. (see our current wedding brochure for pricing)
67. Lessee understands and acknowledges that the heaters in Vineyard Hall are not included in the rental unless listed in their wedding package and must be rented and propane purchased if used during the rental. (see our current wedding brochure for pricing).
68. Lessee understands and acknowledges that the large screen TV in the Hayloft is not included in the rental of the Hayloft and must be rented for an additional fee. (see our current wedding brochure for pricing).
69. Lessee understands and acknowledges that any request for a "Cattle Move" (a scheduled relocation of livestock for photography or guest viewing) must be selected and confirmed at the time of signing this Agreement. Due to the popularity of this feature and the logistics involved in moving the herd, availability cannot be guaranteed if requested later, and any such requests will be considered only if scheduling, staffing, and animal safety permit, at the sole discretion of the Lessor.
70. Lessee understands that the fireplaces in the outdoor Monadnock Room do not use natural firewood and if used, must use a Lessor approved fuel source such as Duraflame(™) Logs.
71. Lessee waives all claims for personal injuries, property damage to the transported goods, loss of time or inconvenience arising out of the use of the rental equipment.
72. If Lessor's employees assist in the loading or unloading the goods, Lessee agrees to assume the risk of, and hold Lessor harmless for any property damage or personal injuries, including damage or injuries attributed to the negligence of the Lessor or his employees.
73. The rental property includes vast areas of land. This land is mostly in its natural state, which includes uneven terrain, stone walls, streams, rock ledges, beaver dams, and ponds. The land also includes old abandoned cellar holes and dug wells. Inherent dangers associated with the use of the land include, but are not limited to: a) twisting or breaking an ankle or other bone, b) falling off a stone wall, c) drowning in a stream or pond, d) getting lost in the woods. Use of the land can result in severe bodily injury or death.

74. Bees and Wasps. There are likely to be bees and wasps on the property. There are risks and dangers presented by wasps, bees, and other stinging insects that can include, but are not limited to entering anaphylactic shock. Exposure to bees and/or wasps can result in severe bodily injury or death.
75. Lightning. The rental property is situated on a vast parcel of property, at an elevation of nearly 2,000 feet. Lightning can strike at any time. Lightning risks include, but are not limited to: a) fire caused by lightning, b) burns caused by lightning, c) electrical shock caused by lightning. Lightning can result in severe bodily injury or death.
76. Sledding. Areas of the rental property have hills and inclines that lend themselves to snow sledding. There are known dangers and risks associated with sledding. These risks include, but are not limited to, a) falling off, b) collisions with others and/or obstacles, c) sledding into a wire animal fence. Sledding can result in severe bodily injury or death.
77. Use of Hot Tub. The rental property includes the use of a Hot Tub. There are known dangers and risks associated with the use of hot tubs. These inherent risks include, but are not limited to: a) dehydration, b) burning of the skin or other parts of the body, c) heart attacks, d) strokes. Use of the Hot Tub can result in severe injury or death.
78. Use of high mattresses and sleeping locations. The rental property includes the use of mattresses in bedrooms. Some mattresses have a surface level above 25 inches. There are risks and dangers associated with sleeping on mattresses, which include, but are not limited to: a) falling off the mattress onto the floor, b) straining to climb onto a mattress. All beds, with the exception of the crib, do not have railings. In addition, the loft in the guest cabin includes a ladder to a padded area. Both the ladder and the padded area do not have railings. There are risks and dangers associated with the use of the ladder and the padded area in the guest cabin, which include, but are not limited to the following: a) falling off the ladder, b) falling off the padded area above the ladder onto the floor. Use of the guest cabin ladder and elevated padded area can result in severe bodily injury or death.
79. Use of the Decks. The rental property includes decks. There are inherent risks and dangers with the use of the decks, which include, but are not limited to: a) falling off the decks, b) falling through holes in the decks where trees grow up through the decks. Use of the decks can result in severe injury or death.
80. Fencing. The rental property includes farming areas with electrified fencing. Dangers and risks associated with electric fencing include, but are not limited to: a) getting caught in an electric fence, b) getting shocked by touching an electric fence. Electric fences can cause severe bodily injury or death. Some fencing consists of barbed wire fencing. There are dangers and risks associated with barbed wire fencing, which include, but are not limited to: a) getting caught in barbed wire, b) rubbing against barbed wire, c) falling into barbed wire, d) tripping over barbed wire. Barbed wire can result in severe injury or death to both humans and domestic pets.
81. Use of ponds. The rental property includes bodies of water that are not protected by a fence or other means. There are inherent risks and dangers associated with the use of ponds, including, but not limited to, a) thin ice through which persons can fall, b) deep water in which persons can drown. Use of bodies of water can result in severe injury or drowning.

82. Use of the road. The rental property is large and vast. The approaching road to the main house is nearly 1.5 miles long. It is a NH Class VI dirt road, and there are dangers and risks associated with the use of this road, which include, but are not limited to: a) trees or branches striking an automobile, b) trees or branches striking a passenger of an automobile in the event that a window is open, c) potholes in the road which can cause harm to an automobile, d) ruts and stones in the road which can cause harm to an automobile, e) ice or snow on the road which can cause harm to an automobile or an accident which can harm occupants of an automobile. Use of the road can cause severe injury or death.
83. Log Piles. The rental property has log landings in various places, some of which contain piles of logs. These piles can be unsafe and there are inherent dangers to climbing on log piles. These dangers and risks include, but are not limited to: a) falling off a log pile, b) disturbing the log pile in a way such that logs roll down and crush those in or near the log pile. Climbing or standing near log piles can result in severe bodily injury or death.
84. Use of Tree House known as Treetop Manor: This treehouse is not built to international building code or other local or national building codes. Risks associated with the use of this treehouse include: 1) falling off the porch of the treehouse, falling off the ladder to the treehouse, falling out of a window of the treehouse, a failure of the treehouse to support itself or its visitors. Use of the treehouse can result in severe bodily injury or death.
85. Animals and other livestock: Often there are animals and other livestock kept on the property. Animals can behave in unpredictable ways, and there are dangers and risks associated with having animals on a property, which include, but are not limited to: a) animals escaping from fenced in areas, b) animals becoming aggressive with humans or domestic pets, c) animals can spread diseases to humans. Animals and livestock can cause severe bodily injury, serious damage to automobiles and other physical assets, severe bodily injury, or death.
86. We understand there is no "land-line" telephone available at the property and we will need to use our cellular telephone(s) in case of emergency. We also understand that different cellular phones have different coverage, depending on several factors, including the type of network and type of phone, and that there are inherent risks and dangers associated with relying on cellular telephone technology for emergency calling purposes that may result in a delayed response, which could result in injury or death.
87. Risks associated with Fire. The Rental Property includes buildings that are built with wood and other combustible materials. The Rental Property also includes contents, many of which are combustible. There are inherent risks and dangers associated with buildings made of combustible materials containing combustible contents. These risks and dangers include, but are not limited to: a) fire creating smoke and unsafe breathing conditions, b) fire creating dangerous heat, c) fire making it difficult to find safe passageway out of a structure, d) fire making it difficult to locate other family members or friends within a structure. Fire can cause severe bodily injury or death.
88. The rental property is large and vast. As such it is difficult and challenging to maintain. I understand that it is impossible to list all of the potential hazards associated with the rental property. Even in circumstances in which the owners and/or managers are negligent, I/we accept responsibility for all risks and dangers associated with any negligence on behalf of the owners and/or managers.

89. For ourselves, our heirs and assigns, we hereby release and discharge Utopia Living, Inc., Lee and Akhil Garland and any other owners and/or managers of the Rental Property, its successors and assigns, its lessors, and any officer, director, trustee, employee, volunteer, or agent, from any and all claims, liability, actions, suits and demands relating in any way whatsoever to the use of the Rental Property, including any such claims, including claims for negligence or for the acts or omissions of the lessor. If I am a parent or guardian of any minor(s) in my party, then I am also signing this acknowledgment and release on behalf of said minor(s). I shall indemnify and hold harmless the lessor for any damages relating in any way whatsoever to the use of the rental property, whether property damage, personal injury, or any damage or injury suffered by any guest of mine or invitee.
90. Indemnification: I (we) release the Rental Property Manager ("Management") and its owners, agents, and representatives from liability for and agree to indemnify the Rental Property Manager and its owners, agents, and representatives against any losses or damages, whether a result of negligence or not, including, but not limited to losses that result of (a) Renter's failure to fulfill any condition of this agreement; (b) any damage or injury happening in or about rental of premises to renter's invitees or licensees or such person's property; (c) Renter's failure to comply with any requirements imposed by any governmental authority; and (d) any judgment, lien, or other encumbrance filed against renter as a result of renter's action.
91. In any action or legal proceeding to enforce any part of this agreement, the prevailing party shall recover reasonable attorney's fees and costs.
92. Entire Agreement: This agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding. It is the intention of the parties herein that if any of this rental agreement is invalid, for any reason, such invalidity shall not void the remainder of the rental agreement.
93. This agreement shall be governed by the laws of the State of New Hampshire. The parties agree that in the event of any court action, the case shall be submitted to the nearest appropriate New Hampshire State Court to Harrisville, NH.

Additional Information if Any:

I have read and understand and agree to all the terms and conditions set forth above. There are no oral or other representations not included herein.

Jane McBride

Enter Name Here

 Signature

Select date

Lessee's Name

Signature

Date

Johann Groom

Enter Name Here

 Signature

Select date

Lessee's Name

Signature

Date

Akhil Garland

Enter Name Here

 Signature

Enter value

Lessor: Utopia Living, Inc.
Akhil Garland, President

Signature

Date

 Initials

Reviewed By Tom Cassar: