

## OCCUPANCY AGREEMENT

### Catskill Animal Sanctuary, Inc.

- OCCUPANCY.** Occupancy at The Homestead is limited exclusively to Catskill Animal Sanctuary, Inc. ("CAS") members, directors, officers, employees and their minor children; guests accompanying certain members permitted by virtue of their membership benefits; and, individuals participating in an educational training, seminar or retreat, sponsored or sanctioned by CAS (individually "Occupant," collectively "Occupants"). Occupancy at The Homestead is not otherwise open to the general public or any individual deemed by CAS, in its discretion, to be unfit for occupancy. Failure to adhere to the policies and procedures herein may result in Occupant's immediate removal from the premises and/or access to The Homestead and CAS property in the future.
- WORKING FARM.** All Occupants, and those affiliated with such Occupants, must understand that CAS is a working farm with inherently dangerous conditions, over which CAS has limited, or no, control. As such, Occupant, individually, and on behalf of every individual affiliated with the Occupant, hereby, acknowledges receipt of and agrees with, or agrees to abide by, as applicable, all terms found in our "Liability Acknowledgment" set forth below.
- CHECK-IN/CHECK-OUT/ACCESS.** Unless otherwise authorized in advance, Check-in for your Unit in The Homestead is available from 3 - 5 pm. Check out is no later than 12 pm. Access to The Homestead and your Unit in the Homestead shall be in the form of a pass code, valid solely for the duration of your occupancy, to be entered at the entrance of The Homestead and your Unit.
- CANCELLATIONS/REFUNDS.** Occupancy Fees will be fully refunded, minus a \$25.00 processing fee, if made at least 2-weeks prior to the scheduled date of arrival. For cancellations made at least, 1-week prior to arrival, 50% of the Occupancy Fee will be refunded. Cancellations made less than 1 week before arrival will not be refunded. No refunds, or rate adjustments, will be made due to transportation complications, inclement weather, early departures, delayed arrivals or other unforeseen circumstances. In the event of a cancellation, Security Deposits (if applicable) will be fully refunded. Refunds shall be remitted to you in the form of the original payment within 7-days of your cancellation.
- PROPERTY ACCESS.** Occupants are generally issued V.I.P. guest passes permitting them to visit certain grounds and facilities between 10am and 2pm. For the safety and well-being of our animal friends, access to the following grounds and facilities is strictly forbidden without prior arranged consent & guided presence of CAS Staff: the main barn, stalls and fields. Occupants found in these areas will be asked to leave the premises and no refund will be issued. Guided tours are generally available on weekends between the months of April and October. Occupants must strictly adhere to CAS policies and procedures in order to assure that interactions between our animal residents and staff are safe and productive. Animal care staff at CAS are extremely busy providing specialized, top-quality care. Occupants may not interrupt their work by asking questions, offering to help, or otherwise interfering with their work. Under no circumstances should an Occupant feed an animal, or offer any animal a "treat," without the express consent of CAS staff. Many of our animal residents are recovering from severe physical and emotional trauma and can be fearful of and/or aggressive towards people. When permitted to interact with our animal residents, allow them adequate personal space, obey warning signs about who should not be approached or petted and allow free-range animals to approach you on their own terms. In all instances, Occupants should dress appropriately for the surroundings and weather, expecting extreme changes in temperature between internal and external environments, wind gusts, dusty and muddy grounds during warm months and snowy and icy grounds during cold months. In all conditions, closed-toe shoes are required (i.e. no sandals or flip-flops) and boots with ice-grippers are recommended during cold months.
- VOLUNTEERING.** Volunteering is permitted only if requested and approved in advance. While CAS relies on regular volunteers to keep operations running smoothly, short-term volunteers who have not completed our training can slow things down. Regretfully, CAS cannot accommodate everyone who wishes to volunteer on a short-term basis.

7. **HYGIENE.** All Occupants are expected to exercise their best efforts to assure for proper hygiene and cleanliness in the Homestead and in their individual Units. Although all Units, bathrooms and kitchens shall be cleaned daily by CAS staff, Occupants should do their best to assure that these areas are not left excessively unkempt. Should linens and/or towels require a change, please deposit the used linens and/or towels on the floor in your Unit and they will be replaced.
8. **FOOD.** Except as otherwise provided herein, no food may be stored possessed or consumed on any property owned, or operated by CAS, including The Homestead and your Unit, unless it is vegan, meaning both meat and dairy are strictly prohibited, with the sole exception of food for dogs accompanying Occupants during their stay. A self-serve vegan breakfast shall generally be made available during your stay.
9. **CHILDREN.** Children are permitted at CAS, The Homestead and your Unit, provided CAS is advised of their intended occupancy at the time of reservation and they are properly supervised by a responsible adult at all times. As it can frighten animals and prove problematic for other Occupants, excessive running and yelling are not permitted. Occupants with children who continually disrupt the peace of other guests & residents will be asked to leave without a refund.
10. **COMPANION ANIMALS.** Well-behaved, non-aggressive dogs are permitted at The Homestead and your Unit with prior approval, provided that they can be left in your Unit unattended without excessive barking or rendering damage to the Unit. No Unit may house more than 2 dogs. Dogs are not permitted in, or around, CAS farm animal grounds or barns, or in any other area declared to be off-limits by CAS staff. No companion animals other than dogs are permitted on CAS property. Occupants with dogs must provide their own dog bed(s), food & water bowl(s), toys, and can opener/serving spoon, if applicable. In order to comply with our food policies, dog dishes that have served meat products must be washed outside The Homestead with an available cold-water hose. A hot-water hose is also available, upon request, for winter dog-dish washing. While outside your Unit, all dogs must be leashed and you are exclusively responsible for the proper removal of all excrement. Dogs are welcome to make use of our fenced in dog play yard, but must be supervised at all times. In accordance with state law, no dog may be left unattended in your Unit for extended periods of time or in a vehicle when outside temperatures exceed eighty degrees or fall below fifty degrees.
11. **SECURITY DEPOSITS.** A security deposit in the amount of \$250.00, in the form of a "hold" placed on a major credit card, is required of any Occupant intending to keep a dog, or dogs, in his/her Unit during his/her stay. Holds placed on credit cards for Security Deposits shall be released within 7-days of departure, provided that no damage is rendered to the Homestead or your Unit. CAS reserves the right to keep all, or part, of a security deposit for any damages to the Homestead, your unit, the contents of your Unit or the grounds caused by you, your guests and/or your dog(s). If damage is done in excess of the amount of the security deposit, you will be held responsible for paying any additional amount to cover repair or replacement as determined by CAS.
12. **SMOKING.** Smoking is not permitted anywhere on CAS-owned or operated property.
13. **ALCOHOLIC BEVERAGES.** Pursuant state law, no drinking of alcoholic beverages by persons under the age of 21 is permitted anywhere on property owned, or operated, by CAS, including The Homestead and your Unit. CAS does not provide or serve any alcoholic beverages and assumes no responsibility for any injury resulting from alcohol use.
14. **ILLEGAL SUBSTANCES.** The use, possession, sale, distribution or storage of any substance not lawfully possessed (such as by prescription, etc.) by an Occupant, or guest or minor, if applicable, is not permitted on any property owned, or operated, by CAS, including, but not limited to The Homestead and your Unit.
15. **TERMINATION.** CAS reserves the right to terminate this Agreement; retain the Occupancy Fee and Security Deposit (if applicable) and/or immediately remove the Occupant and/or those individuals affiliated with the Occupant (if applicable), should the Occupant and/or those individuals affiliated with the Occupant (if applicable):
  - a. fail to truthfully disclose to CAS any information required pursuant to this Agreement, including, but not limited to, the intended or actual number of individuals staying in any Unit or The Homestead, the intended or actual

number of children or dogs accompanying the Occupant, and/or failure to remit any applicable Occupancy Fees and/or Security Deposits applicable thereto;

- b. refuse or prove unable to abide by any applicable CAS rules or procedures;
- c. engage in unruly behavior that has resulted in, or could reasonably be expected to injure a person, animals in the care of CAS, facilities and/or the contents owned or occupied by CAS or any form of drunken, inebriated, loud, unruly or, otherwise, irrational behavior;
- d. disturb or offend other Occupants or those in their company, CAS Officers, Directors, staff or volunteers, or, individuals otherwise authorized to access facilities operated by CAS; and/or
- e. comply with any reasonable request(s) made by an Authorized Representative of CAS relative to the occupancy.

16. **RELEASE.** In consideration of access and use of The Homestead, your Unit and CAS facilities and grounds, the Occupant and/or those guests affiliated with the Occupant (if applicable), the Occupant waives, releases and agrees not to sue, and agrees to indemnify and hold harmless, CAS from any claims, actions, suits costs, expenses, damages or liabilities, including attorney's fees for personal injury, property damage, accidents, illnesses, or death to themselves and/or any of their guests sustained as a consequence of the Occupant's own negligence and/or the negligence of his/her guests. This is a complete and unconditional release of all liability to the greatest extent permitted by statute in the State of New York.

17. **ACKNOWLEDGEMENT OF AGREEMENT.** The acceptance of your Occupancy Fee and Security Deposit (if any) by CAS shall serve as proof of your payment and deposit (if any) and an acknowledgment of your agreement to honor and abide by the terms of this Occupancy Agreement, and the attached "Liability Acknowledgment" and to properly advise any affiliated guests of, and assume responsibility for, the actions/omissions of any such affiliated guests.

## Liability Acknowledgment

I, hereby, acknowledge and agree that as a permitted visitor at facilities owned, and operated, by Catskill Animal Sanctuary, Inc. ("CAS"), on behalf of myself, and any guest, minor child, or any other visitor with whom I am affiliated, as a condition of my visitation, I am aware of, and will honor and abide by, all commitments and stipulations set forth herein:

1. Assumption of Risk. I understand that CAS is a working farm, dedicated to the rehabilitation and care of abused and neglected animals. As such, I will likely encounter and witness farm animals who have been subjected to, and are still afflicted by, physical abuse; emotional scaring; malnutrition; and infectious disease, including disease communicable to humans and domesticated animals. As a consequence of their prior abuse and neglect, the behavior of animals cared for by CAS can be unpredictable and, occasionally, aggressive, thereby exposing all those in their presence to potentially dangerous encounters, and, as a working farm, all property owned and operated by CAS inherently exposes all visitors to numerous hazards and dangerous conditions not ordinarily experienced while engaging in common societal interaction and, that, in visiting property owned and operated by CAS, I assume all risk of injury or harm associated with encounters associated with any of these conditions.

2. Standards of Conduct. I recognize that at all times while being a permitted visitor at CAS, I have an obligation to conduct myself in a manner in compliance with all applicable statutes, rules, regulations, as well as ethical and moral standards; understand that CAS is in no way responsible to exercising supervisory control over my conduct; promise to act reasonably and responsibly; will ensure that I become informed of all expected standards; and, agree to follow all guidelines, and/or procedures, concerning these standards, including, but not limited to, those concerning safety and security that may be issued by CAS. I specifically understand that it is my responsibility to: avoid interaction with animals in any manner not expressly permitted by CAS, with the understanding that farm animals can be afflicted with disease communicable to humans and domesticated animals, and vice-versa; avoid large farm trucks, machinery and heavy equipment, where operators are often incapable of seeing all surroundings, hearing calls of distress, slowing movement or stopping the rotation of exposed working parts, such as cutting implements; navigate uneven and slippery surfaces and stairs or other inclines and declines; and, experience inclement, inhospitable and/or unpredictable weather conditions, and experience the consequence thereof,

3. Alcohol & Drugs. I will not at anytime while being a permitted visitor at CAS, be under the influence of alcohol and/or drugs, in any form, whether legal, or illegal for me to possess, that would, in any way, inhibit my ability to act appropriately and in compliance with this Visitor Liability Acknowledgment.

4. Fitness & Medication. I reasonably believe that I possess the mental and physical fitness necessary to be a permitted visitor at CAS. If I have any particular mental or physical condition(s) that may be reasonably affected by my visit, or if I am taking any related medication(s), I declare that I have consulted with a physician and have obtained his/her approval to undertake the visit. I understand that CAS shall assume no responsibility, whatsoever, to administer any medication(s) that I may be required to take, regardless of whether I have issued advance notification of, or those in my company should reasonably understand, any such requirements, and that I am solely responsible for administering the consumption of any such medication(s).

5. Health Insurance. At all times while I am a permitted visitor at CAS, I shall maintain in full force and effect, a policy of insurance covering medical treatment, and all related costs, in the event of any injury or illness that I may sustain as a result of my visit. I also agree that if I do not maintain in full force, and effect, a policy of insurance, I am still liable for medical treatment, and all related costs, in the event of any injury or illness that I may sustain as a result of being a permitted visitor at CAS.

6. General Release. In contemplation of the foregoing, I, hereby, agree, on behalf of my family, heirs and personal representative(s), to the maximum extent permitted by law, to release and hold harmless CAS, and any of its subsidiary corporations, associations, partners, sponsors, funders and/or donors, as well as their respective officers, directors, employees, independent contractors, agents, assigns, clients, consumers and/or other volunteers from any claims, demands, suits, or causes of action against them, which I, or my family, heirs or personal representative(s), have, or may

have in the future, concerning any accidents, injuries, or damages to me, or my property, arising from my experience as a permitted visitor at facilities owned, and operated, by CAS.