

Terms of Service

Terms & Conditions: Last Updated March 29, 2024

These Terms and Conditions form a legally binding contract (this "Agreement") between 350 FARMS. and you, your children, guests/invitees and any other members of your party. You are required to review, and agree to them, in order to purchase and receive services from 350 Farms., ("the Company" "350 Farms") as well as to access and remain at the Company's camping location ("the Site"). By completing a purchase, you understand and agree to be bound by this agreement, and that they will take effect immediately upon completion of your purchase. Additionally, you will need to electronically sign the Terms and Conditions prior to Check In, and an email will be sent to you to complete this at your convenience. These Terms and Conditions apply to all products and services directly offered by the Company and by purchasing, as well as signing the Terms and Conditions, you agree to adhere to, and be bound by, them. You also understand that the person agreeing to these Terms and Conditions must be the same as the person on the reservation, and that person is accepting these Terms on behalf of everyone in their party, including their children and any guests/invitees. These Terms and Conditions should be read in conjunction with all other rules, guidelines, and policies found on our Website.

These Terms and Conditions, as well as all other rules and policies, may be updated and amended from time to time. We reserve the right to change these Terms and Conditions at any time, and any amended Terms are effective upon posting to the Website or Booking Software. We will make efforts to communicate any changes to these Terms and Conditions we deem material, in our sole discretion, via email or notifications on the Website. Your continued use of, and presence at, the Site will be deemed to be immediate and unconditional acceptance of any amended Terms and Conditions, whether or not we deemed the amendments to be material.

By accepting these Terms and Conditions, you agree to comply with all terms laid out below, in order to book, reserve, participate in, and enjoy the product and service offered by 350 Farms. By agreeing, you understand you are entering into a legally binding contract which will impact your rights. If you do not agree in whole to the conditions, you understand that you will not be able to access or use any of the products or services offered by 350 Farms.

You agree, and shall cause your children, invitees and guests, to abide by the 350 Farms. Rules and Policies, including those rules and policies published on our Website, posted at the 350 Farms facility, or otherwise communicated in any manner by 350 Farms. management or staff. You understand that any failure to abide by these policies, may be cause for you to be evicted from your campsite, without refund.

You further acknowledge and agree that 350 Farms does not give credit or refunds due to the discomforts of nature, including cold temperatures, rain, or poor weather. You

understand that 350 Farms. refund policy varies, depending on the timing of the cancellation notice in advance of the reservation date, as further detailed below.

Definitions:

- "Agreement" – refers to these Terms and Conditions
- "the Company," "Stay North," "We," "Us," "I," "Our," "350 Farms" "Farm Staff" – refer to 350 Farms, their staff, contractors, management, directors, owners, agents, officers, shareholders, and employees
- "You," "Your," "Guest," "member of party" – refer to you, the client, your children, invitees, and those directly in your charge
- "Campsite" – refers to the individual, reservable area where clients enjoy their personalized product; as opposed to Site, which refers to the collective facility at large
- "Account" – refers to the billing account you have with 350 Farms, via our online booking software known as ResNexus or Wix Hotels
- "Booking Software" "Reservation Website" – refers to our online reservation platform, known as ResNexus or Wix Hotels
- "Glamping" – a type of camping, comfort camping, the business the Company is in
- "Site," "Facility" "product" – refers to the property where 350 Farms has set up our Glamping tents
- "Tent" "Dome" "Premises" – refers to the Glamping tent set up by 350 Farms, for you, the client to enjoy
- "Website" – refers to 350farms.ca or any related website or mobile platform controlled by the Company
- "Adults" – for the occupancy purposes of this agreement, Adults are defined as 14 years of age and older
- "Children" – for the occupancy purposes of this agreement, Children are defined as 2-13 years of age, within the same family or occupancy group
- "Infants" – for the occupancy purposes of this agreement, Infants are defined as 0–2 years of age

Outdoor Accommodation:

- You understand and agree that this is an outdoor experience and that sleeping in a tent/dome is not the same as a full service hotel
- You understand and agree that service standards and expectations may not be the same as that of a full service hotel
- You agree that, while 350 Farms strives to make our accommodation as comfortable as is reasonable, there are inherent differences when sleeping outside, such as insects, noise, or weather, that may make your experience less comfortable than being indoors. You also agree to hold harmless, and waive your right to claim any damages against, 350 Farms, resulting from any discomforts you experience, including but not limited to, weather, noise disturbances, wildlife, or insects.
- You understand and agree, that 350 Farms will not provide refunds for any discomforts associated with being outside

Hosted Site and Shared Facilities:

- This specific experience is hosted by the owners of 350 Farms, at their property in Lakeland. The location is a mere 12 minutes from Cold Lake, Alberta.
- As such, you understand that you are sharing the farm and facilities with other patrons, and while your tent/dome experience is reserved specifically for you, other facilities such as the bathrooms or cooking facilities, are common areas.
 - You agree to accept the risks involved with shared facilities, including any risks associated with COVID 19 or other illnesses that are part of modern life.
- Additionally, you understand that there are other campsites, and therefore may be other patrons on the farm.
- You understand that the Nordic Spa amenities are only for guests of Silent Sky dome unless a separate experience purchase is made.
- You understand and accept that the Map used in the Booking Software, is a general representation of our tents in reference to some other parts of the overall Site, and does not include all aspects of the entire site, including other campsites, nor is it intended to be an exact, to scale, map for navigating or making decisions.
- You understand and agree to adhere to all town of MD of Bonnyville Bylaws and Rules, in addition to 350 Farms rules, which may include but is not limited to:

- No Loud Parties, Music, or Noise at any time
 - Limiting disposal of garbage to approved bins and packing out your garbage
 - Limitations on Guests, including the requirement for guests to vacate the site by 11 PM and sign a hold harmless waiver
 - No smoking or vaping on site
- You agree that failure to respect the site and applicable rules or bylaws, may result in your eviction without refund or a charge of the damage deposit
 - You understand and agree that should a noise complaint be made, and staff are required to be called out to manage the situation, up to and including your eviction from the premises, your damage deposit will be charged

Smoking, Open Flame, Candles, Heat Generating Devices, and Flammable Materials:

- You acknowledge, and accept responsibility for, the risks associated with being present in a canvas tent or geo dome, including the risk of fire. You understand and agree to do your part to mitigate this risk by being safety concious while at the 350 Farms.
- You agree that at NO TIME will you smoke or vape in or around the tents/domes or on the trails, nor shall you have any open flame, candles, heat generating devices, or other ignition sources anywhere near the tent.
- Smoking is strictly prohibited on 350 Farms property, including the use of E Cigarettes, Cigars or Cannabis. Smoking may take play on the road just outside the front gates. Never throw butts into the grass a risk of forest fires are high due to drought.

Payment:

- We accept E-transfer, Visa, Visa Debit, and MasterCard. Debit Cards and Cash are accepted at check in for the balance due. Security deposit must be in cash or authorized on a credit card.
- All E-transfers must be received within 2 hours of booking or the booking will be cancelled.
- 50% Payment is due at time of Booking. This includes all applicable taxes and fees.

- Refunds are subject to the Refund Policy, and are not offered for natural discomforts such as weather, other guests, or wildlife.
- Payments are coordinated through our booking software, Resnexus, and we use the following service provider for processing payments:
 - More info about ResNexus can be found on their website

No Show Policy:

- All Arrivals must be completed by 6 PM on the first day of the reservation, unless prior arrangements are made with, and agreed upon, by 350 Farms staff. If you fail to arrive by 6 PM, and have failed to notify 350 Farms, you may not be able to access your tent until the following morning when staff are present. If you fail to arrive, and fail to receive approval from 350 Farms staff regarding your delay, your reservation will be held until check-out time on the day following your scheduled arrival, after which it will be cancelled and returned to the reservation system. No shows, Late Arrivals, or Early Departures will not be refunded, either in part or in whole.

Occupancy:

- Nightly Rates are per tent and based on 2 adults.
- Each tent/dome has specific occupancy requirements
- Each tent/dome can accommodate a pack n play for infants. You will need to provide the pack n play.
- Our tents/domes are Pet Friendly. Up to 2 Pets are permitted i, subject to the Pet Conditions listed below
- Extra single mattress may be provided on request, and are suitable for children up to 13 years of age
- Extra adults on extra mattresses are charged accordingly and aware that comfort may be diminished.

Damage Deposit:

- We require a minimum Damage Deposit of \$150 per stay for tents and \$250 per stay for domes and , due at Check In. You are required to present a credit card to complete this transaction.

- On check in, and for your convenience, Farms Staff may choose to not immediately charge the full amount of the Damage Deposit to your credit card in order to avoid you having to wait for a refund from your bank, upon a satisfactory check out inspection. In return, you agree to ensure there will not be less than \$500 of credit available on the card for the duration of your stay, and up to 48 hours after check out. At 350 Farms Staff discretion, this may be completed as a Pre Authorization Hold, through our Payment Processor, First Data Canada.
 - However, 350 Farms Staff are not obligated to offer this feature, and may require the full Damage Deposit amount to be charged to your credit card at check in, at their discretion.
- As part of the Check Out Process, 350 Farms Staff will conduct a check out inspection to verify that there is no damage to the site, no items are missing, and that your site has been kept in, and returned to, a clean and tidy, condition. (More details about conditions of tents are below) Once this inspection has been deemed satisfactory, 350 Farms Staff will void the damage deposit on your account.
 - If the payment was withheld on check in or completed as a Pre Authorized Hold, you will not see a charge appear on your statement, or;
 - If the Damage Deposit was charged to your card on Check In, you can expect a refund in line with the policies of your bank
- 350 Farms. reserves the sole discretion towards applicable damages, charging of your credit card for damages, and the release of the Damage Deposit
- Should the Company need to charge your credit card for applicable damages, up to 48 hours after your checkout, and the transaction is declined for any reason, 350 Farms. reserves the right to pursue all available avenues of damage recovery under the law, including but not limited to, a civil claim in the court of Alberta.
- To avoid a charge please ensure you keep your site clean and inform 350 Farms of any accident immediately. A check Out inspection is required.

Additional Terms for Maintaining Tent Condition:

You understand and agree as follows:

- At departure, the tent is to be left in a reasonably clean condition, garbage is to be removed from the tent and you take it with you,, all dishes are to be washed and put away in the common dish drop area, and surfaces are to be wiped clean; otherwise, 350 Farms may charge the Damage Deposit to your credit card at any amount required to cover the additional cleaning cost. You understand and agree that if you leave the tent in an unreasonably dirty condition, permit a pet to dirty

any cloth surfaces such as furniture, or, 350 Farms may charge your credit card for the cost to professionally clean the tent (\$250 minimum charge). This professional cost may be above and beyond the Damage Deposit if required.

- If you smoke inside a tent a \$500 maximum fee will be charged
- All damages to the tent, whether caused by yourself, your children, guests or pets, shall be disclosed to 350 Farms staff immediately or at checkout. The full cost of all damages occurring to the tent, and all products offered by 350 Farms, during your stay may be charged to your credit card after a thorough inspection has been made by 350 Farms Staff or Management. This includes the cost of replacing missing or stolen items. Damages for which you will be responsible include, but are not limited to: missing items, broken items, discharged fire extinguishers (if not used for a fire), damaged/dented/bent, furniture, cabinetry or dishes, stains, evidence of food or beverages having been present in the tent, violation of the wildlife attractant policy, excessive food or alcohol spillage, writing on walls or bedding, ripped or torn tent walls, screens, linens, mattresses, covers, or tent floors. If required, you agree that the charges to your credit card may exceed the original damage deposit amount.
- Should you return a tent in a condition that is deemed by 350 Farms Staff to be unusable for the next guest, your Damage Deposit may be charged an additional nights reservation fee in addition to any damages and or cleaning fees.
- If a tent is damaged beyond repair then you are responsible for the full replacement cost.

Check In Time:

- Between 3 and 6 PM, Mountain Time

Check Out Time:

- Is between 8am and 11am, Mountain Time
- Late Check Outs MUST be agreed upon between the guest and 350 Farms staff in writing, and are provided on a case by case basis as an exception to the rule, and at the sole discretion of 350 Farms. Late check outs are a privilege, not a contractual right, and are not guaranteed. Permission to utilize late check outs may be revoked by 350 Farms Staff at any time and for any reason.
 - Should a guest overstay and miss their Check Out time without 350 Farms Approval, they may be charged a fee or lose their Damage Deposit altogether. The charging of this fee, including the amount, or the capture of the damage deposit, is at the sole discretion of 350 Farms Staff.

Housekeeping:

- Our housekeeping policies are intended to follow the guidelines of the Government of Alberta, including their current recommendations regarding COVID 19.
- Housekeeping services are only performed in between guest stays, not on a nightly basis
- Should a guest request a daily refresh – a \$50 fee will apply
- If you require additional items, or a change of something in the tent, you may request this from 350 Farms staff, but as we do not currently employ a large housekeeping staff, we do not guarantee that your request will be fulfilled
 - Please keep in mind, while this is turnkey comfort camping, you are still in the outdoors, not at a large hotel facility

Pets:

Pets are allowed in PET FRIENDLY campsites and tents that are designated by 350 Farms management. If you are in a pet friendly site and you have brought your pet(s), you must bring a bed for your pet, and a crate. The animal(s) must not be allowed on any of the furniture in the tent unless they are very clean as any dirt or stains will be considered damage, and must never be left unattended inside the tent. Summer season is TICK and dirt season for dogs – you agree to ensure your pets do not bring these into the tent, and especially, onto the furniture.

Animal Waiver

You hereby agree to the following regulations and conditions relating to your pet while at the 350 Farms Site with your pet:

- Excluded Areas. You agree to keep your pet out of the following areas including, but not limited to, food and beverage areas, playgrounds, pavilions and along pasture fences with livestock guardians
- Excluded Pets. You agree that the 350 Farms. has the sole discretion to exclude pets. The basis for exclusion may include, but is not limited to the following: breed-specific exclusions; pets that, due to their young age, are exempted from provincial or local law vaccination requirements; are sick; are in heat; are aggressive, vicious, dangerous or potentially dangerous; require muzzling; or are easily frightened or sensitive, resulting in disruptive behavior (such as fighting or biting) in response to a stimulus. The interpretation of these definitions, and the implementation of this clause, is at the sole discretion of 350 Farms Management. This clause is not intended to provide individual guests with the opportunity to

control who their neighbors are, or to demand removal of other patron's animals; nor does it serve as a guarantee whatsoever, of the types of breeds or animals allowed at the site. If you have any concerns about other animals, you agree to contact 350 Farms prior to booking. Guests do not have a contractual right to interpret or impose this clause on other guests.

- Supervision. You agree to keep your pet on a leash or in a carrier while in all public areas of the Site. You further agree to have your pet with you or a designated individual at all times, and understand that you may not leave the pet unattended in the tent or at the campsite. You agree to prevent noise or any other disturbance by your pet, in the interest of other guests at the Site. You are also responsible for all of your pets needs, including food and care, agree to never feed your pet inside the tent, and to secure all Pet Food in your vehicle at night, or whenever the site is unattended. **You recognize that food is a wildlife attractant and therefore, will keep all pet food outside the tent – ideally in your vehicle. Violation of this policy may lead to eviction without refund, or charging of the Damage Deposit.**
- Vaccinations and Tick Prevention. You represent and warrant that your pet is up to date on all vaccinations (including rabies and distemper) AS WELL AS TICK AND FLEA treatments. We're outside, please do your part to prevent ticks from getting in the tents.
- Disturbances. You agree that, should your pet create any disturbances, which cause complaints to be made to the management by other guests or employees of the Company, at the request of 350 Farms, you will immediately make arrangements to house your pet elsewhere outside the Site. Additionally, you understand and agree that if you do not find alternative housing for your pet after being asked to do so, you will be asked to leave the Site and will not be issued a refund. The enforcement of this clause is at the sole discretion of 350 Farms Management; guests do not have the right to demand the removal of pets from other campsites.
- Assumption of Risk and Release. You understand that your permission to have your pet at the Site with you is a privilege and not a contractual right. Such permission is expressly conditional upon your adherence to the terms of these rules and other rules in effect at any given time. You understand that the Company may revoke such permission at any time for any reason. Additionally, you hereby assume all responsibility of risks, injury, damage, or other harm that may occur while your pet is at the Site or caused by your pet. Further, you hereby knowingly and voluntarily expressly release and discharge the Company, its owner, its agents, its parent companies, members, managers, directors, officers and employees ("Released Parties") from any and all claims, damages, liabilities, injuries, demands, or causes of action, both present and future, whether known, unknown, anticipated or unanticipated, that you or your guests or invitees may have against any of the Released Parties arising out of or incident to your

pet's presence at the Site, whether arising from any act or omission, whether negligent or otherwise, of your, your pet and/or any guest or invitee. You further agree to indemnify each of the Released Parties for any and all such claims, damages, liabilities, injuries, demands, or causes of action, including costs, expenses, and attorney's fees arising as a result of or related to the presence of the pet at the Site. This provision shall be enforceable to the fullest extent of the law.

- **Acknowledgment.** By signing these Terms and Conditions, you acknowledge that you have read the foregoing Assumption of Risk & Release and fully understand its provisions and implications. You acknowledge that your execution of this Release is entirely voluntary and intended to be binding on your heirs, executors, legal representatives and assigns.

You acknowledge that you have read this Animal Waiver and understand it is your responsibility to abide by the Rules. You further understand that it is your responsibility to ensure that your guests and invitees also comply with the Rules. You agree that failure to adhere to the policies and rules set forth herein may result in your removal from the Site without a refund.

Wildlife Precautions:

- By being on the Site, you understand and acknowledge that being outdoors in Alberta, including staying in 350 Farms accommodations, carries inherent risks of encountering wildlife.
- To reduce the likelihood, or impact, of any wildlife encounter you agree to the following:
 - You agree to be aware of all wildlife safety recommendations and to follow all precautions, set by the Government of Alberta, for safely enjoying the outdoors.
 - At no time shall you approach, provoke, feed, or do anything else to attract wildlife to, or on, the Site – this includes squirrels and chipmunks – do not feed them or encourage their presence
 - You also agree to ensure anything that may attract wildlife is kept out of the tent at all times, though especially at night or when the site is unattended.
 - This includes but is not limited to:
 - Food of any kind, both human and pet/animal
 - Scented toiletries

- Hair Products, Toothpaste etc
- Scented Oils
- YOU AGREE TO SECURE ALL WILDLIFE ATTRACTANTS IN YOUR VEHICLE BOTH AT NIGHT AND WHENEVER YOUR SITE IS UNATTENDED
 - This rule is strictly enforced
 - Failure to exercise caution regarding wildlife, and/or failure to abide by these terms, may lead to your eviction from the site, charging of the damage deposit, and/or liability for any damages

Cancellations:

- At this time, clients are unable to automatically cancel online. In order to request a cancellation, you understand that you will need to contact 350 Farms. by emailing [hello@350 Farms.ca](mailto:hello@350Farms.ca), to process a cancellation. All cancellations will be processed by 350 Farms Staff and Refunds are subject to the Refund policy listed below.
- You agree that 350 Farms. reserves the right to cancel any reservation for any reason, and at any time, with or without cause, for factors within our control or not.

Refunds:

- **Cancellation Accommodation only stays:**
 - If your plans change after your reservation is confirmed, cancellation notice is required 14 days in advance of your arrival date. You will be refunded your deposit, minus a \$25 cancellation fee for a tent or \$50 for a dome.

If you cancel your reservation 14 days or less prior to arrival date, you are responsible for the entire cost of your reservation. Your credit card on file will be charged in full, unless the room(s) rebook. If rooms do rebook, you will be refunded the difference, minus a \$25 cancellation fee.

The cancellation fee also applies to changes in your arrival/departure date which result in a shorter stay. No refunds are provided for late arrivals or early departures.

- **Cancellation All Inclusive stays:**

- If you wish to cancel an all inclusive stay at any time the deposit paid is non refundable however, we do accept change of dates.
- Changes of dates accepted **more than 14 days** in advance incur no change fee.
- To change the dates of your all inclusive stay between **14 days and 3 days** in advance for a \$50 change fee and subject to availability. Date changes within 3 days are not accepted.

- All refunds will be processed to the Credit Card on file. No other refund options are available.
- Any Rebooking Credits will be held to the end of the 2025 season, as defined by 350 Farms, after which the funds will be forfeited
- Anyone evicted from the Site, for any reason, including but not limited to, failure to comply with our COVID 19 Policy, will not be refunded.
- A more detailed description is available in the Refund Policy, listed on the Booking Software

Third Party Add On's, Offerings and Activities:

- From time to time, the Company may negotiate partnerships and/or collaborations with other businesses or Third Party Suppliers, such as equipment rental companies, food providers, or tour guide operators. Clients of 350 Farms may be able to voluntarily choose to purchase these Third Party offerings in various ways, including but not limited to, the Company Website or the Booking Software.
- You agree, that should you select to interact with other Third Party Companies, 350 Farms. may share your personal information with Third Parties in order to facilitate your Add On experience.
- You also agree, that choosing any activity or product offered by a Third Party Company, is done voluntarily by you, and enters you into an agreement with the Third Party Operator. You agree that 350 Farms. in no way accepts any responsibility or liability for the accuracy of information, quality, or implementation of a Third Party product. Any interaction between you and a Third Party is independent of this agreement you have with 350 Farms. and you may be required to accept a Third Party's Terms and Conditions
- Should you purchase or arrange to interact with any Third Party operator or product, you agree we will not be held liable for, and you hereby fully waive the

right to claim for, any loss, injury, claim, liability or damages of any kind resulting in any way from use of a Third Party product, your participation in a Third Party activity, or presence at a Third Party location.

- 350 Farms acts only as an agent for the owners and contractors providing Third Party Services such as transportation, gear rentals, food or other services and is not responsible or liable for any loss, damage or injury, delay or accident due to an act of default of any company engaged in providing services included.

Availability of Amenities and Depiction of Product

- You understand that depictions of the product, on the Website, Booking Software, or anywhere else, whether in photos or otherwise, are intended to provide a general idea of the product, but may change from time to time, and the product may not be exactly as shown. If you have any questions prior to purchasing, you agree to contact us through the Website. Furthermore, you agree to indemnify and hold harmless 350 Farms. for any differences between your understanding of the product depicted on the Website, Booking Software or in any other form, at your time of purchasing, and the actual product available to you at the Site.
- Additionally, the availability of amenities may vary from time to time, both from our decisions, and from factors beyond our control. While we strive to make every effort to inform everyone of the differences, you understand, and agree to indemnify and hold harmless 350 Farms., for any differences in the availability of amenities and from what you see on the Website at time of booking.
- Furthermore, you understand that not all amenities listed in the booking software are private or exclusive amenities. Bathroom and firepit facilities, for example, are shared common areas. If you have any questions about which amenities are exclusive to your booking and which are shared, please contact us.

Environmental Convenience Appliances

- The company may, at our sole discretion, include small appliances intended to make the interior environment of the tent more comfortable for guests. These appliances may include, but are not limited to, small heaters, fans, or air conditioners. The presence of these appliances is for your convenience, and is a privilege, not a guaranteed contractual right. These appliances are intended to take the edge off, not to heat or cool the interior of the tent to normal room temperatures or to those of an indoor setting.
- You understand, and agree, that your use of any appliances is at your sole risk and you further agree to indemnify, hold harmless and agree not to sue, 350 Farms, including our officers, directors, shareholders, representatives, employees and agents, from and against any and all claims and expenses, including legal

fees and disbursements, which are made against us and arise out of your use of any appliances.

- You further understand and agree to operate the appliances only as instructed by 350 Farms, including but not limited to, respecting fan and/or heater switch selection limitations, which may be indicated by 350 Farms staff. You understand and agree, that, for safety reasons, 350 Farms may intentionally limit the switch selection allowed, often below the maximum set by the manufacturer; you agree not to select a higher level of heat or operation than authorized.
- You understand and agree to exercise caution around any appliances to ensure they are not tipped over, or in contact with any surfaces which may be damaged or catch fire such as, but not limited to, tent walls, flooring, bedding, blankets, clothing, screens, nightstands, or other materials. You also understand and agree never to cover the heater with anything, and you further agree to take responsibility for supervision of any appliance while they are in operation. Adequate supervision includes maintaining a line of sight with the appliance, ensuring it is kept clear of obstacles or flammable materials, and never leaving the appliance unattended while in operation
- You understand and agree to switch off/deactivate any appliance prior to going to sleep, and that leaving an appliance in the ON position overnight, is considered inadequate supervision. Should you fail to deactivate an appliance prior to going to sleep, you agree that 350 Farms will bear no responsibility for any damages, incidents, or injuries which may occur. Furthermore, should there be any damage to 350 Farms property as a result of your inadequate supervision, you understand and agree that you will be held responsible for any costs.
- You understand and agree not to move any appliances from their location set by 350 Farms staff
- You understand and agree it is your sole responsibility to turn off/deactivate any appliance when your tent is unattended, especially upon check out, and further agree you will be responsible for any damages that might occur should you fail to deactivate an appliance when you are not present in your tent, or otherwise fail to maintain adequate supervision of the appliance while in operation
- You understand and agree, that should you select the switch to a higher setting, move the appliance, fail to exercise caution, fail to maintain adequate supervision, or otherwise operate the appliance in an unauthorized manner or for an unintended use, you are in violation of these Terms and Conditions and bear full responsibility for any incidents or injuries which may occur
- You understand that you may decline to have heating or cooling appliances present in your tent by informing 350 Farms staff either by email or in person, of your desire to have heating or cooling appliances removed. Should you have any

concerns related to the safety of you, your children, your pets, or your guests/ invitees, in regard to these appliances, you agree to take the more conservative course of action and request the heating or cooling appliance be removed

- You agree never to bring or operate your own heating or cooling appliances. Doing so is a violation of these Terms and Conditions and constitutes a prohibited use of 350 Farms property
- YOU HEREBY AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS 350 Farms. Management, and each of them, from any loss, liability, damage or cost (including attorney fees) they may incur due to injury (including death), damage or loss of property relating to the presence, or use of, any appliance, by you, your children, your pets, and/or your invitees/guests or due to any incidents that may occur during your stay as a result of these convenience appliances being present. You understand that, although 350 Farms. Management makes every reasonable effort to provide a secure environment, the security of your person, your belongings, and all persons registered in your party is your sole responsibility.

General Terms:

Limitation of Liability:

- Except in a case where we are in violation of these Terms, we will not be held liable for, and you hereby fully waive the right to claim for, any loss, injury, claim, liability or damages of any kind resulting in any way from use of our product, or your presence at the Site.
- Your use of the Site is at your sole risk. The Site is provided on an “as is” and “as available” basis without any warranty or condition, express, implied or statutory.
- In no event will we have any liability to you or any third party for any lost profits or revenues or for any indirect, special, incidental, consequential, or punitive damages however caused, whether in contract, tort, or otherwise, and whether or not you or the third party have been advised of the possibility of such damages. In the event the foregoing paragraph, or any part thereof, is void under applicable law, this paragraph, or such part thereof, shall be inapplicable.

Indemnification:

- You agree to indemnify and hold harmless 350 FARMS., including our officers, directors, shareholders, employees and agents, from and against any and all claims and expenses, including legal fees and disbursements, which are made against us and arise out of your use of the Site, including but not limited to your violation of any term of these Terms or any other policy posted on the Website.

Compliance with Laws:

- You represent and warrant that:
 1. You have the authority to bind yourself to these Terms and Conditions;
 2. Your use of the Site will be solely for purposes that are permitted by these Terms and Conditions;
- Your use of the Site will not infringe or misappropriate the confidentiality or intellectual property rights of any User or third party; and
- Your use of the Site will comply with all local, provincial and federal laws, rules and regulations, and with all policies posted on the Website or otherwise communicated by 350 Farms.

Age Restrictions:

- Users under the age of 18 are not allowed to agree to these Terms and Conditions, and are only permitted to access and use the Site while under the direct supervision of a parent or guardian who has signed these Terms and Conditions.

Waiver of Class Action:

- By agreeing to these Terms, you agree to resolve any claim or dispute arising between you and us on an individual basis, rather than addressing such claim or dispute as part of a group or class. You hereby waive any right you may have to commence or participate in any class action lawsuit commenced against 350 FARMS. or its affiliates related to any claim, dispute or controversy arising from your use of the Site. Where applicable, you hereby agree to opt out of any class proceeding against 350 FARMS. otherwise commenced.
- The above waiver shall not apply to claims or disputes arising under consumer protection legislation or any other claim or dispute where a waiver of class action lawsuits is unenforceable at law.

Assignment:

- We may assign or delegate these Terms and Conditions, in whole or in part, to any person or entity at any time with or without your consent and without prior notice to you.
- Clients may not assign or delegate any rights or obligations under these Terms and Conditions, without our prior written consent, and any unauthorized assignment and delegation is void.

No Waiver:

- No waiver of a provision, right or remedy of this Agreement shall operate as a waiver of any other provision, right or remedy or the same provision, right or remedy on a future occasion.

No Agency:

- The parties to these Terms and Conditions are independent contractors and are not partners or agents. 350 FARMS. has no fiduciary obligations or professional obligations whatsoever to you arising from these Terms and Conditions or your use of the Site.

Severability:

- In the event that any provision or part of this Agreement is found to be void or invalid by a court of law, the remaining provisions, or parts thereof, shall be and remain in full force and effect.

Entire Agreement:

- These Terms and Conditions, in conjunction with all policies and guidelines available on the Website (including but not limited to any Privacy Policy), incorporated by reference, constitute the entire agreement between you and 350 FARMS. and supersede all prior communications, agreements and understandings, written or oral, with respect to the subject matter of these Terms and Conditions

Governing Law:

- These Terms and Conditions and any access to or use of the Site shall be governed by, and construed in accordance with, the laws in force in the Province of Alberta.

Communications, Online Services, and Transmission of Information:

- In connection with our services, we may communicate with you through our website, the booking software, email transmission, or by phone. As all communications can be intercepted or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed or only to such parties, we cannot guarantee or warrant that communications from us will be properly delivered only to the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of communications transmitted by us or in connection with the performance of our services or product. In that regard, you agree that we shall have no liability for any loss or

damage to any person or entity resulting from the communications, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues, or disclosure or communication of confidential or personal information.

- We use the following online services providers to facilitate our product to you, and any Privacy concerns or requests for how personal information is used by these providers should be directed to them.

Assumption of Risk during Recreational Activity:

As a participant in a recreation activity, you are responsible for acting within the limits of your ability and heeding all warnings regarding participation in the activity. You agree to maintain control of yourself and any equipment while participating in the activity and will refrain from acting in any manner that may cause or contribute to injury to yourself or to others. You agree to hold harmless, 350 Farms, its owners and agents from any and all liability to you, your children, your invitees/guests, personal representatives, and heirs, for any loss or damage while participating in recreational activities arranged through us, our partners, Third Party providers, or other tourism operators. You understand and confirm that your participation in recreational activities, such as camping, and presence at the Site, is entirely voluntary and that you assume all risk associated with your participation or presence at the Site.

YOU HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE 350 Farms., its owners and agents (collectively, 350 Farms Management), from any and all liability to you, your children, your invitees/guests, personal representatives, and heirs for any loss or damage on account of injury to person (including death) or loss or damage to property relating to, or arising out of, use and occupancy of the 350 Farms. property, facilities, amenities, or Third Party products or activities, as well as any dangers and hazards associated with acts of nature including but not limited to: changing weather conditions; high winds; thunder and lightning; temperature fluctuations; falling trees; tree limbs, ice; floods; or encounters with wildlife.

YOU HEREBY AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS 350 Farms. Management, and each of them, from any loss, liability, damage or cost (including attorney fees) they may incur due to injury (including death), damage or loss of property relating to use of the Site, or any Third Party activities, by you, your children, and/or your invitees/guests or due to any incidents that may occur during your stay. You understand that, although 350 Farms. Management makes every reasonable effort to provide a secure environment, the security of your person, your belongings, and all persons registered in your party is your sole responsibility.

You understand that you are and remain personally liable to pay the total amount of your reservation prior to your scheduled check-in date, or at such earlier date communicated to you. If you fail to pay the total due, you agree that 350 Farms. may charge any remaining balance (in addition to any damage charges or other amounts owed under these Terms and Conditions) to any credit card on file with your reservation. Any

amounts due after 30 days will be subject to the maximum late charge permitted under provincial law.

The Premises are privately owned and 350 Farms. RESERVES THE RIGHT TO REFUSE SERVICE to anyone for any reason except for those prohibited by law. 350 Farms. reserves the right to require any person or party it deems necessary, to leave the Site based on violations of Site Rules or behavior management deems inappropriate or disturbing to others. Harassment or mistreatment of our staff or other guests will not be tolerated under any circumstances. You acknowledge you have read this notice and agree to it as well as all 350 Farms rules and regulations. In addition, you understand that you are responsible for the actions of all persons registered in your party, including any children, and any guests that visit during your stay.

You understand that the 350 Farms experience is being hosted by the Foothills Lions Club, at their campground. Therefore, you agree to behave in a respectful manner, taking into account other patrons at the campground who may not be clients of 350 Farms. You also agree to abide by any rules set by the MD of Bonnyville, including but not limited to Quiet Hours between 10 PM and 7 AM daily. Noise complaints and/or disruptive or unruly behavior will not be tolerated and may lead to eviction without refund.

Consent to Create, and Release of Content Copyright and Right of Inspection

On behalf of you and each person in your party, you agree, and grant 350 Farms. and its affiliated entities and promotional partners the right to:

- Create photographs, visual recordings, audio recordings or other media ("Content") of each person, property, and/or animal in your party, present at the Site
- Use, edit, alter, copy, display, perform, and distribute the Content in any medium, and for any legal purpose

On behalf of you, and each person in your party, you release:

- Any claim of right to inspect or approve the publishing of the Content by the Company
- Any claim of right to collect royalties or further compensation related to the creation of and publishing of the content

As part of this, 350 Farms. agrees to honor:

- Any client's, or client's children's, explicit desire to not be identified or recognizable in any content, should that client make verbally clear to 350 Farms.

it's affiliated entities, and promotional partners, at the time of shooting, (creating content) their desire not to be recognizable.

- However, content where the client or members of their party are in the background, and are unrecognizable, are not included in this provision and are not able to decline being a part of any content.

You understand that entrance to the site constitutes permission for 350 Farms, its agents, employees, owners, and its partners, to photograph or record anyone while on the premises and to use any resulting pictures, video, or audio, for any lawful purpose, without compensation to the individual.

COVID 19:

- You agree to assist 350 Farms and its staff in following any COVID 19 rules and restrictions put in place by the Government of Alberta. Harassment of staff or failure to comply with COVID 19 rules, will result in immediate eviction without refund. Full stop.
- Above and beyond a general responsibility for each other's safety, COVID 19 requires that everyone share in the obligation to observe certain requirements and guidelines to help keep themselves and others safe, and limit the spread within our community. In particular, you represent that you have not tested positive for COVID-19 within the last two weeks and you have not been in direct personal contact with someone who has tested positive for COVID-19 within the last two weeks either.
- If you do test positive for COVID-19 or come into contact with someone who has, or if your temperature exceeds 100 degrees Fahrenheit or you experience other COVID-19-related symptoms, as defined by the Government of Alberta, you agree that you will not seek to enter, or remain at, the Site until you are no longer symptomatic for 14 straight days. You also agree to immediately inform 350 Farms staff of your symptoms or condition, or if unavailable, the Campground Attendants from the Foothills Lions Club. Having done so, you agree to follow Staff directions, including, but not limited to, isolating yourself from others at the Site, wearing a mask, and arranging for your removal from the Site.
- In general, you agree to observe the safety requirements within the Site spaces -- including wearing a personal mask when required, and observing required routes of circulation, occupancy limitations, social distancing and sanitization requirements.
- PLEASE NOTE: OUR FACILITY AND TENTS ARE NOT DESIGNED TO BE USED FOR ISOLATION PURPOSES; this is due to the fact that many amenities are public and shared amongst other 350 Farms Clients and Other Patrons.

Please do not reserve our tents for the purpose of a government, or otherwise required, isolation.

- You also agree to be bound by the Terms listed in our COVID 19 Policy

Code of Conduct:

- You agree to behave in a respectful and decent manner at all times when present at the Site. This includes refraining from any form of loud or disorderly behavior, whether intoxicated or not, respecting staff members, other guests, and everyone you come into contact with while at the Site.
- You agree to treat 350 Farms representatives with respect. You understand and agree that argumentative, hostile, or disrespectful behavior will not be tolerated and, under this agreement, is grounds for cancellation of your reservation, or eviction, without refund; the definitions of each of these is at the sole discretion of 350 Farms management. You understand and agree that 350 Farms staff have the responsibility, and sole discretion, for turning over possession of a tent to you, and if, due to your behavior, 350 Farms staff are uncomfortable leaving you in possession of the tent, they may cancel your reservation without refund. If you display poor behavior at check in, and staff elect to cancel your reservation on the day of, or evict you at any time after check in, you understand and agree that no refunds shall be given. Reason's for this decision will not be those prohibited by law, but will be solely based on your behavior, and may include, but is not limited to, suspicions of intoxication, lack of regard for the rules, property, or other neighbors, or difficult attitude towards 350 Farms staff. Under the terms of this agreement, you agree that 350 Farms staff are not required to provide you with an explanation of the reason's for this decision. You understand and agree that you are a guest on private property, and shall behave as such.
- You agree that at no time, will you, your children, guests/invitees, or animals create excessive noise or disturbances, but especially during the quiet hours, which are from 10 PM – 7 AM daily. Complaints made to 350 Farms staff by property neighbors, other 350 Farms guests, or other patrons, may be grounds for your eviction without refund.
- You understand and agree that you are sharing an area with other patrons, and shall behave respectfully towards them. This includes, but is not limited to, keeping your belongings contained within the limits of your campsite, keeping your campsite in a clean and tidy condition – including removing trash – doing your part to prevent attracting wildlife, keeping your dogs quiet and under control, and limiting excessive noise and music at all times.
- You agree that should you be in breach of this Code of Conduct, or any other terms within this Agreement, you may be subject to eviction, or cancellation of your reservation, without refund.

- This will be at the sole discretion of 350 Farms Staff and/or Management.

Consumption of Alcohol and Other Substances:

- 350 Farms. Does not have a license from AGLC to serve alcohol at your tent site. Therefore, you understand, and agree, that 350 Farms assumes no responsibility for your consumption of alcohol or any other substances before, after, or during your time on the premises, nor for any risks, incidents or accidents that may arise out of anyone consuming alcohol or other substances. YOU HEREBY AGREE TO INDEMNIFY, SAVE, AND HOLD HARMLESS the Company for any incidents or injuries that may arise out of the consumption of alcohol or other substances, illicit or otherwise, including but not limited to: trips, falls, cuts, scrapes, broken bones, overconsumption, illness, altered state of mind, hostile behavior, personal liability, driving while under the influence, or any other negative results, intended or not, and whether reported at the time of occurrence or not.
- You understand, and agree, that consumption of any and all substances, including but not limited to, alcohol, is done voluntarily and entirely at your discretion, and that 350 Farms does not offer any controls, guidance, or facilitation of service for any restricted or illegal substances. By purchasing or choosing to consume alcohol or any other substances, you agree that you are solely responsible for your own limitations and consumption, and that 350 Farms will play no role, nor be responsible for, limiting consumption for you, your guests/invitees, your children, or any other members of your party. You also confirm that by consuming any and all substances, you are legally permitted to do so under the current laws of the Province of Alberta, and will not permit minors to consume any prohibited or restricted substances.
- You agree that 350 Farms will not be held legally responsible, and agree to release the Company from any claims or litigation, arising from any incidents related to the consumption of any substance, whether directly causal or not.
- You also understand and agree that you are solely responsible for any minors in your care, and that 350 Farms will play no role, nor accept any responsibility for, limiting minor's access to restricted or illegal substances.
- You understand the consumption of any cannabis or other product is strictly prohibited on 350 Farms property.

Breach of this Agreement:

- You understand and agree, that any breach of these Terms and Conditions by you, or members of your party, may lead to eviction and/or cancellation of your reservation without refund, as well as any other damage recovery measures within the confines of the laws of Alberta.

CONFIRMATION OF AGREEMENT TO TERMS AND CONDITIONS:

- BY PROCEEDING AND ELECTRONICALLY SIGNING THESE TERMS, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ANY POLICIES AND NOTICES POSTED ON THE WEBSITE OR OTHERWISE COMMUNICATED BY 350 FARMS.