

OVERALL RESORT RULES AND CONDITIONS

Check-In 3pm Check-Out 11am Late Check-Out Sundays 4pm

Contacts: Office 940-779-3731 G cell 504-913-7968 Bo cell 972-743-2761

NO FIREWORKS! Our insurance policy strictly prohibits fireworks on property.

NO SLIDING DOWN THE HILL! Our insurance requires that we ask you to stop each time so please abide.

In the event of bad weather, we do not have tornado sirens; the safest place is in the main building restrooms.

All guests of Lush Resort - hotel, long term, VIP and day guests - hereby agree to abide by the following Rules and Conditions:

- 1. Maximum 4 guests permitted in Lakefront Suites & Hotel Rooms and maximum 6 guests permitted in Bungalows. \$50 fee per guest per night over the maximum will be assessed.
- 2. Parking Passes are REQUIRED for Hotel guests. Guests will receive one (1) vehicle or boat parking pass per suite, hotel room, or bungalow. Additional Parking Passes can be purchased for \$25. Cars parked overnight without passes will be fined \$25 per day.
- 3. Boat Trailer Parking. Guests will receive one (1) Boat Trailer or Vehicle Parking Pass per room. Additional Boat Trailer Parking Passes can be purchased for \$25. Trailers parked overnight without passes will be fined \$25 per day.
- 4. NO PETS allowed in Hotel Suites, Rooms or Bungalows. If a pet is found in a hotel suite, room or bungalow, Guest will be fined \$300 plus any damages including lost revenue for pest abatement.
- 5. NO SMOKING is allowed inside any buildings including suites, hotel rooms, bungalows, bar & grill. Please smoke in designated areas and properly discard cigarettes. \$300 cleaning fee will be assessed if smoke is detected in your room.
- 6. Responsible adult 25 or older must stay in hotel room, suite or bungalow.
- 7. Upper Pool Hours 6am-midnight. Lakefront Pool is open during Bar & Grill Hours. No lifeguard is on duty, swim at your own risk. Children under 14 <u>must</u> be accompanied by an adult. No glass, No outside beverages, and No pets allowed in pool or beach area.
- 8. Per TX Parks & Wildlife Rules Children under 13 should wear lifejackets on the dock and on boats/PWC. Lush provides some courtesy life jackets for your use during your stay; please return them to the dock box when you finish using them.
- 9. Must be 21 to drink with valid ID; we do not permit minors to drink with their parents at the Bar & Grill.
- 10. Guests are responsible for their children and ensure that they are under proper supervision at all times.
- 11. Speed limit is 5 MPH.
- 12. Radios, television or any other sound equipment should never be operated to the disturbance of others. Special consideration should be given to other Guests before 8am and after 10pm. Loud noise, boisterous play, or running around in common areas is strictly prohibited. Please be considerate to your neighbors by taking off your shoes and keeping volumes low.
- 13. Weapons are strictly prohibited in bar and pool area. Firearms should be kept in your vehicle. Display or discharge of a firearm or other weapon is prohibited.
- 14. Parking shall be designated areas only.
- 15. Boat slips on the courtesy dock are on first come basis. No reservations accepted.
- 16. Lush Resort is not responsible for any lost, stolen, or damaged items. Please secure your belongings.
- 17. Guests are responsible for caution, care and cleanliness throughout Lush Resort.
- 18. Payment for laundry use is on an honor system and payable at front desk.



- 19. You may cancel or change your reservation, if availability permits, up to three (3) days prior to your arrival date; otherwise, you will be charged for the full term you reserved. Guests may not assign this Agreement or sub-license the use of their Room for any purpose. Guest is not entitled to decide who will take Room before or after their stay.
- 20. Group Cancellation Policy if you are part of a group with 6 or more rooms, you may cancel up to 3 rooms 3 days prior, but if you need to cancel your ENTIRE GROUP you have to cancel 90 days prior to your stay.
- 21. Changes, modifications or alterations of hotel suites, rooms, or bungalows are prohibited. Plants and trees within the Resort shall not be cut or trimmed.
- 22. No tent camping permitted.
- 23. No Campfires are allowed
- 24. No clothes lines allowed
- 25. No major vehicle repairs will be permitted on the premises. Washing of Vehicles is not permitted.
- 26. Do not let water run unnecessarily. Please be energy conscious.
- 27. Storage of hazardous materials anywhere on the property is prohibited. We reserve the right to inspect your room.
- 28. Feeding the birds and other wildlife is prohibited. Guests must be aware of and sensitive to our natural environment, wildlife and habitat.
- 29. Guests shall not violate any governmental law or ordinance, commit waste or nuisance, annoy, molest or interfere with any other patron, display disorderly or drunken conduct, and shall comply with all directives of Lush Resort.
- 30. Underage drinking, public intoxication, driving while intoxicated and other alcohol related misbehavior, and other rude or obnoxious behavior is strictly prohibited at all times.
- 31. Lush Resort grants a revocable license to use Lush Resort located at 3201 Redbird Road, Graford, TX 76449 to the guest(s) for the term/booking date(s). It does not grant a possessory interest or estate in Lush Resort, Room or other property owned and/or controlled by Lush Resort. Lush Resort reserves the right to reject the use of any facility or room to any party at its own discretion without refund. Lush Resort is not responsible for any lost, stolen, or damaged items. Residential, business and/or commercial use of the Room is expressly prohibited. No permanent structures may be built upon or moved on to the premises.
- 32. If the Guest fails to timely settle all accounts or fails to remove all vehicles and personal property on the date of departure or in the event of a mandatory evacuation or relocation, Lush Resort is authorized to remove or contact a licensed towing/moving company to remove Guest's motor vehicles and any other personal at Guest's expense. Guest agrees that Lush Resort shall not be liable for any losses or damage that may occur to Guest's property during the moving or storage.
- 33. Guest(s) and their invitees understand that indoor and outdoor recreation at Lush Resort are inherently dangerous activities and hereby assumes all risks. Guests and their invitees hereby forever release, discharge, waive, save and hold harmless and indemnify Lakeside RV Resort, Lush Resort, LLC, Bennett Properties, LLC, Lush Resort Phase II, Ltd, Bo Bennett and Gelasia Steed Bennett, their officers, directors, partners, employees, members, shareholders, representatives, agents, assistants, subsidiaries and/or affiliates, or the individuals connected with them herein after collectively referred to as "Lush Affiliates" from any and all claims, demands, actions, causes of action made under any theory of legal liability, including negligence or loss of consortium, asserted by others, by me or my estate, executors, heirs, or assigns arising from my presence at Lush Resort and/or my activities at Lush Resort. This release includes, but is not limited to, any and all rights, demands, actions, causes of action, and any and all medical expenses, attorney's fees or other expenses, losses or claims for damages in the event of accident, illness or any other incapacity, death, or damage to property, however caused.