

To be completed and signed by the guest who is accepting responsibility for the group or other individuals he/she is travelling with to the Farm House.

### 1. Guest Information

Full Name:	
ID/ Passport Number:	
Permanent residential address:	
Mobile No:	
E-mail address:	
Car Registration (Rental or Private)	

### 2. Visiting details:

Arrival date:		Departure date:	
	DD/MM/YY		DD/MM/YY

### 3. Number of guests in the group:

No of adults (> 12 yrs)		No of Children (2-9yrs)		Toddlers (newborn – 2 yrs)	

Names of all people intended to stay in the Farm House			

## Terms & Conditions of the Booking

### Our Relationship, Liability and Responsibility:

1. Tooth Mountain Farms and Nursery (herein referred to as TMFN) is the property owner that runs a farm stay concept at Chowk Phata, near Karjat. We are not a full-serviced resort but a “home away from home” concept. Guests should not expect the service that is expected of them at a commercial fully serviced resort or hotel. Guest is group/family/individual that wishes to use the premises for experiencing the concept of staying at a farmhouse.
2. TMFN are in NO way liable for any acts of nature or major mechanical / Electrical failure that would limit the use of The Property.
3. TMFN shall not be held responsible in any way for failure or outages of Utilities like Power or water supply.
4. Guest explicitly agrees to use all facilities and amenities in and around the Property entirely at the Guest’s own initiative, risk and responsibility. Further, Guest hereby Indemnifies as well as waives and releases any claims against TMFN and their successors, assigns, employees or representatives, officially or otherwise, for any Loss, Injuries or Death that may be sustained by Guest and / or his / her party on or near or adjacent to the Property, including any common facilities, activities or amenities for whatsoever reason/s.

### Right of Admission and Admission Control:

1. Right of admission is absolutely reserved by the TMFN. Guests who misrepresent themselves shall be removed from the Property by TMFN or his agents with no refund of the Booking Amount paid by the Guest.
2. Occupancy numbers are strictly enforced. Number of persons accompanying the Guest, including his / her visitors shall NOT exceed number stated on the Booking Voucher under the heading “Total Pax”. If Total Number in the Party exceeds the number stated on the Voucher, TMFN may refuse entry to the Guest and his party and if the Guest has already Checked-In, remove the Guest and his party without recourse to any refund. TMFN may permit additional persons on charging additional amount.

### Security Deposit, Charges and Damages:

1. Interest free Security deposit of Rs. 10,000 will be charged at the time of booking. Additional security may be charged for Pets. The security deposit will be refunded after Check-Out in the form of a company check, cash or via credit card after adjusting / recovering charges, if any, e.g. charges for damage, excessive cleaning, furniture resetting, unnecessary service calls etc. If the

charges exceed the amount of security deposit, the excess charges will be billed to the Guest and Guest will be liable to pay the same and shall pay the same without demure.

2. Guests are responsible for leaving the Property in good order before departure. Guest is and shall be responsible for any damage caused to the Property, appliances, furniture etc. during their stay.
3. Before Checking-Out or going out of the Property, the Guest shall make sure that all doors and windows are locked, all appliances e.g. air conditioning, heater, lights, fans, gas burners, cooking ranges, Owens, dish washers, etc. are turned off. Also ensure that all water taps and faucets are turned off; furniture returned to their original locations etc. Guest shall leave the Property in a clean state and not in a messy condition. Failure to comply with the above shall result in extra charges plus applicable taxes, if any.
4. It is the responsibility of the Guest to observe and report any damage to the property or appliances and furniture thereof within 30 minutes of Checking-In. Unreported problems and / or damages shall be assumed to have occurred during occupancy by the Guest and the Guest shall be held responsible for those damages and resulting charges.

#### **Cancellation/Modifications:**

1. All cancellations / modifications, for any reason whatsoever, will be subject to cancellation charges. All requests for cancellation / modifications must be communicated to us in writing / via E Mail. Given bellow are cancellation charges as % of "Booking Amount", where 'days' are number of days before the schedule Check-In date, when the cancellation was received by us. "Day" is defined as calendar day. Before 21 Days 50% Between 15 to 21 days 75% Less than 15 days 100%
2. We may, without notice to you, suspend or cancel your booking at any time, if we, at our sole discretion, feel that you have made the booking for fraudulent or competitive purposes.

#### **Pets Policy:**

1. Our website clearly indicate Pets policy of the Property, however, admission of pets will always be at sole discretion and permission of the Property Owner. Such permission must be obtained at the time of Booking. If pets are allowed, there is an additional non- refundable pet fee of Rs. 1,000 per pet plus applicable Taxes, if any. All pets must be kept on the Property. It is the Guest's responsibility to ensure that Pets do not soil or spoil the Property, its furnishings, appliances or equipment. Guests (including Guest's day visitors) who bring pets without prior approval will be subject to pet fees, additional cleaning fees and possible removal from the property without refund.

## **Standard Check-In and Check-Out Timing:**

1. Unless otherwise confirmed in writing earlier, standard Check-In time is 1:00 PM. Guests shall not proceed to the rental property prior to standard or agreed Check-In time as stated on Booking Voucher. Guest may be charged one additional day rental if property is occupied prior to standard or agreed Check-In time.
2. Unless otherwise confirmed in writing earlier standard Check-Out time is 11:00 AM. If an alternate Check-Out time is agreed, it shall be as indicated on the Booking Voucher. Guest may be charged one additional days rental if Check-Out is delayed beyond standard or agreed Check-Out time.

## **Refunds and Reassignments:**

1. NO REFUNDS will be made for appliance, mechanical, drainage, water system, utility (electricity or water supply) or other failures or breakdowns. However, we will use our best efforts to have such failures or breakdown corrected as soon as possible, but cannot control the scheduling of outside service contractors. We shall have the right to arrange, inspect and make repairs during rental period.

## **General, Safety and Prohibitions:**

1. The Guest shall NOT cause any nuisance to neighbors of the property, shall NOT use the Property for any purpose other than accommodation and shall not use the Property for committing or conducting any unlawful act.
2. Open Fires are NOT permitted in any area of the property except in approved fire pits / Bar B Q grills provided by property owners.
3. Fireworks are not permitted under any circumstances.
4. House parties, reception and other such events are prohibited unless explicit written permission is taken for the same. If Permitted, Additional security deposit will be charged.
5. Consumption, bringing or possession of "DRUGS" by any Guest or member of his / her party of his / her visitors is STRICTLY PROHIBITED. Breach of this condition shall terminate the booking and result in instant and immediate removal of the Guest and his / her entire party from the Property without recourse to any refund of Booking Amount or Security deposits what so ever. A Police Complaint will also be lodged.
6. Any breach or violation of any of the terms of this Booking Voucher by the Guest or his Party will render the Guest and his party liable to be immediately vacated from the Premises and No refund shall be due or made in such a case

**Jurisdiction:**

- 1.This Booking and issues arising out of it shall be governed by, and construed in accordance with, the laws of the Union of India and subject to the jurisdiction of the courts of Mumbai as applicable, without regard to the principles of conflicts to law of any other jurisdiction.

I, the undersigned, and my group hereby accept all the Terms and Conditions as stipulated above.

We undertake to abide thereto and confirm that we are aware that, if we transgress any one of these Terms and Conditions, we will be evicted from the Farm House immediately without any notice.

I, the undersigned, and my group hereby indemnify the Owner as well as the Managers against any damages suffered by any one of the guests due to the negligence or fraud.

I understand that the following is not allowed in the house.

Any commercial activity, Rave party and other illegal activities like flesh trade etc,

Alcohol consumption is my or ours personal action; Tooth Mountain Farms & Nursery have no permit for consumption of alcohol and will not be held responsible for any such acts on this account.

\_\_\_\_\_  
**NAME**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE (DD/MM/YY)**

Note: Please ensure you have initialed next to every paragraph (all pages) to acknowledge understanding of the clauses.