

Terms and Conditions

Agreement to Terms and Conditions

These Terms and Conditions apply to the Half Moon Lake Lodge web site located at <http://www.halfmoonlakelodge.com>, and all associated sites linked to <http://www.halfmoonlakelodge.com> by Half Moon Lake Lodge's (collectively, the "Site"). The Site is the property of Half Moon Lake Lodge. BY USING THE SITE, YOU AGREE TO THESE TERMS AND CONDITIONS; IF YOU DO NOT AGREE, DO NOT USE THE SITE.

Half Moon Lake Lodge reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms and Conditions at any time. It is your responsibility to check these Terms and Conditions periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms and Conditions, Half Moon Lake Lodge grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

Intellectual Property

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Retreat Bookings/Guests

Booking Half Moon Lake Lodge as a Facilitator [Leading your own Retreat / Teacher Training / Workshop]

- Please note as we receive many inquiries and requests for reservations, all bookings are on a first come first serve basis.
- Bookings are only confirmed when a down payment is received.
- A 1-2-3 part payment plan can be worked out to accommodate your needs if you are booking all of Half Moon Lake Lodge for your own retreat, training or workshop.

- Payment must arrive in the bank anytime before payment due date which will be stated in your invoice.
- An additional 60 USD will be added onto your invoice to cover international bank transfer / sender fees costs - per transfer.
- Any missing amount will be listed on your invoice-receipt to be settled in cash or credit card upon check in at Gaia Retreat Center.
- Invoice / Booking is valid for 7 days from date of issue
- The booking is then released after 7 days for other inquiries, if payment hasn't been arranged.

Cancellation by the facilitator

- No refunds or reimbursements are made under any life circumstances or emergency situations.
- Cancellations made up to 6 months prior to arrival date; 50% of your deposit is credited towards another date, 12 months from your original retreat date.
- If you are late on the next down payment due, a 300 USD late penalty fee applies and the balance due is still owed.
- Cancellation notification or delay in payment has to be written by email, CC to all relevant parties in the email chain and sent again if no one has responded in 3 days.

Check in & Check out timings

- Check in time is at 4:00 PM and check out time is at 11:00 AM for all bookings.

Cancellation Policy, Risks and Insurance

- Facilitators and all guests must assume complete and full responsibility for and hereby release Half Moon Lake Lodge, the owner/s, the employees or anyone involved in supplying any services during the length of the proposed travel and retreat booking.
- Half Moon Lake Lodge, shall not be responsible for any injuries, losses or damages in connection with accommodations, other facilities at the resort, ground transportation, diseases, Acts of God, local laws, climatic condition delays, changes or cancellation of travel due to weather conditions, accidents or health

related problems while residing at Half Moon Lake Lodge, and while in-transit to (e.g., an accident on the way to a tour or into town etc), during, and after a tour.

- In case of force majeure, act of governing law, climatic condition disruption which forces Gaia Retreat Center to cancel our own in-house retreats your full payment will be credited to another date within 12 months from date of original booking. Please see above.
- It is the traveler's responsibility to obtain appropriate insurance coverage against these risks. You can purchase Travel Insurance when you purchase your airline ticket with most airlines and travel agents.
- If travel plans are delayed or cancelled for any reason there will be no refunds issued by Half Moon Lake Lodge, except as stated above.
- Half Moon Lake Lodge, are not responsible for expenses incurred in preparation for any cancelled trips by a guest such as flight cancellation or illness, airline tickets complications or for costs incurred due to travel delays.

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Communications with this Site

You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. Half Moon Lake Lodge will fully cooperate with any law enforcement authorities or court order requesting or directing Half Moon Lake Lodge to disclose the identity of or help identify or locate anyone posting any such information or materials.

Any communication or material you transmit to the Site by e-mail or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential and non-proprietary. Half Moon Lake Lodge shall be free to use such information on an unrestricted basis.

Void Where Prohibited

Although the Site is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Site are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. Half Moon Lake Lodge reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Site is void where prohibited. If you choose to access the Site from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

United States Governing Law

This Site was developed in the United States of America in accordance with and shall be governed by, and your browsing in and use of the Site shall be deemed acceptance of, the laws of the State of Oregon, United States of America. Notwithstanding the foregoing, this Site may be viewed internationally and may contain references to products or services not available in all countries. References to a particular product or service do not imply that Half Moon Lake Lodge intends to make such products or services available in such countries.

Sharing Information

Information about our customers is an important part of our business, and we are not in the business of selling it to others.

Disputes

Any claim, controversy or dispute, whether sounding in contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to the Site, whenever brought and whether between the parties using the Site and Half Moon Lake Lodge or between one of the parties using the Site and the employees, agents or affiliated businesses of the other party, shall be resolved by binding arbitration as prescribed in this section.

All claims, controversy, or disputes, shall first be written and submitted to all involved parties for reconciliation. If no reconciliation can be given then the claim, controversy or dispute, shall be submitted to final and binding arbitration pursuant to the AAA- American Arbitration Association in Denver, Colorado. All Parties further agree that the arbitration shall be conducted before a single arbitrator who is a retired Colorado or federal judge or justice, who shall have jurisdiction to decide all matters, including, but not limited to, arbitrability of any claims, the arbitrator's jurisdiction to hear any such claims, enforceability of the arbitration provision and any request for interim relief. BY AGREEING TO ARBITRATE, THE PARTIES WAIVE ANY RIGHT THEY HAVE TO A COURT OR JURY TRIAL. The Parties further agree that, upon application of the prevailing party, any Judge of the Superior Court of the State of Colorado, may enter a judgment based on the final arbitration award issued by the arbitrator, and expressly agree to submit to the jurisdiction of such court for such a purpose.

Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the State of Colorado and approved by the arbitrator. The arbitrator shall have authority only to award compensatory damages and shall have no authority to award punitive damages, other non-compensatory damages or any other form of relief; the parties hereby waive all rights to and claims for relief other than compensatory damages. The prevailing party in the arbitration proceeding as determined by the arbitrator shall be entitled to recover its expenses, including the costs of the arbitration proceeding, and reasonable attorney's fees. If the arbitrator elects to make no prevailing party award, then, and in such event, each party shall bear its own costs and attorneys' fees, and shall pay fifty percent (50%) of the fees and expenses

incurred by the arbitrator. The arbitrator's decision and award shall be final and binding on the parties and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

If any party files a judicial or administrative action asserting claims subject to arbitration as prescribed herein, and another party successfully stays such action or compels arbitration of said claims, the party filing said action shall pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorneys' fees.

Update to Terms and Conditions

These terms and conditions were last updated February 15, 2019