

Betsie Riverside Resort LLC

Terms and Conditions of Rental for Lodging

This document provides our standard Terms and Conditions of Rental for Guests.

This website and property are owned and operated by Chris and Misti Rasure, DBA Betsie Riverside Resort. The website and property provide cabins/cottages managed and marketed for rent through Betsie Riverside Resort LLC (the Resort). All correspondence, quotations, bookings and notifications whether electronic or on paper sent from this site are deemed to be from the Resort.

Betsie Riverside Resort LLC, hereinafter referred to as the Resort offers the short term rental/letting of the Cottage named on the Registration Form (online, via email, or hard copy), to the person of 21 years or over named as the Party Leader and to the named party members (on the Rental agreement), hereinafter referred to as the Guest, under the terms set out below.

Online Booking

The Resort will provide a written quotation on screen showing the total rental fee to the Guest for the cottage. Quotations are valid for 48 hours, and until the cottage is either booked by a third party, or the Resort receives a deposit for the same dates (or part thereof) from any party. Deposit amount = 50% of total rental fee when booked with BRR directly. Where the Guest agrees by email, phone, or other device to book the Cottage, or where the Guest makes a booking through the secure on-line booking system on our web site, the Resort will provide a booking confirmation to the Guest by email. The bookings shall be provisional for a period of 24 hours from the date of the booking confirmation. The Guest must pay the requested deposit or payment as any booking for the cottage from a third party, where said party agrees to payment prior to receipt of payment from the Guest. **The Resort reserves the right to refuse to accept any bookings.**

Confirmed Bookings

On receipt of the required payment from the Guest, the Resort will issue either a Deposit or Final Payment Confirmation as needed by email or postal mail to the Guest. Only on release of the Deposit or Final Payment Confirmation document/receipt from the Resort is the booking determined as confirmed.

Acceptance

The Guest agrees that payment of the rental deposit sum or full payment to the Resort will signify their full acceptance of translated Terms and Conditions of Rental. The Guest further acknowledges that by payment of the final rental sum, the Guest has received copies of, and/or read and accepted these Terms and Conditions of Rental on this web site and agrees to abide by other posted resort policies provided on this website, on-site at the resort, or in other forms.

Payment

The Guest agrees and acknowledges that the Resort will not release the cottage or any service prior to receipt of payment in full by the Resort. Failure of the Guest to pay rental or for any service will result in removal or refusal to supply said service, including, but not limited to provision of accommodation in the cottage. Such removal and or refusal will not alter the terms

and penalties associated with cancellation of a reservation or service. The Guest agrees to pay the Total reservation value, as shown on the Registration Form, within the due dates as set out on the booking confirmation. Final and full payment is due prior to or upon your arrival. In the event of late payment, or failure to pay, the Resort reserves the right to levy the cancellation penalty percentage charges against any money that the Guest has paid in advance and cancel the booking of the Guest. Where the money paid in advance is insufficient to cover the calculated percentage, the Resort reserves the right to exercise any legal remedies to pursue the amount owed by the Guest. The Resort reserves the right to amend rates at any time. Pre-existing reservations, where Guest has made a payment, will remain at the quoted pricing.

Rental Period

The Guest agrees, and the Resort permits the Rental period to begin and end on the dates and times shown as the Rental Period (as shown on the Registration Form or reservation receipt).

Check-In

Check-in to the cottage is at or after 3:00 PM on the date of arrival as shown on the Booking Confirmation and Registration Form. At the sole discretion of the Resort, any Guest arriving to collect keys/entry before that time may be refused. All reservations must be paid in full before gaining access to cabins/cottages.

Check-out

Check-out is at or before 11:00 AM on the date of departure as shown on the Registration Form or reservation receipt. In the event that it is found that the Guest has not departed the Resort on the date of departure at that time, then the Guest may incur a penalty charge of one day's rental.

Basis of rental

At a minimum, the Resort will provide hand/bath soap, bathroom towels, bed linens and blankets, one roll of toilet tissue and paper towels, dish soap and dish clothes, and one trashcan liner per can for each reservation. Clean replacement bathroom towels are provided upon request once during a stay. Bedding is changed upon request no more than once every seven days if stay exceeds one week. The resort does not provide daily housekeeping service.

Accidental damage and Potential Additional Charges

The Guest agrees that the Party Leader remains responsible for all loss from the cottage or its inventory during Rental Period. The Guest agrees that the Resort can/may charge additional fees to cover:

- Early arrival or late departure
- Loss or breakage of inventory or rental items
- Damage to the resort property or equipment, cottage/cabin or pool area
- Unauthorized or over-capacity guests; pets or smoking in cottage; excessive cleaning required

Where loss or damage to the cottage, the inventory, or equipment or where the guest has caused damage to multiple parts of or items within cottage, the Resort will bill the Guest for all damages, and the Guest agrees to pay at check-out. In the event that the guest fails to pay, the Resort reserves the right to exercise any legal remedies to pursue the amount owed from the Guest or may additionally place such a debt with a commercial debt collection agency. If the Resort deems that damage constitutes malicious or wanton damage, the Resort reserves the right to notify law enforcement authorities and prosecute, in addition to billing the Guest for repairs/replacement.

Smoking

Smoking of any kind is not permitted in the cottage/cabin at any time. Please keep the cottage doors and windows closed when smoking on the deck. In the event the Guest is found to have smoked in the cottage, the Guest will be contacted and informed of charges related to the cleaning/deodorizing of the cottage and all of the items in the cottage (i.e. carpets, furniture, window treatments etc.). these charges will be applied to the credit card on file by the Resort for the reservation. In the event that a Guest smokes in the cottage, the Resort will evict the Guest from the cottage with loss of all rental money paid/levy a charge up to \$500.00 for cleaning, plus will pay for the cottage down time while cleaning.

Pets

Pets are not permitted in the cottage or on the property. Guest with pets are advised to place their pet at another facility. The Resort cannot be held liable for any loss or injury, or for any action taken against the pet or owner by third parties while staying at the Resort. In the event that the Guest brings a pet, the Resort will evict the Guest from the cottage with loss of all rental money paid and/levy a charge up to \$500.00 for cleaning if the pet was in the cottage. Service animals are always accepted. Emotional support animals are not considered service animals.

Cancellation

The Guest may cancel their booking at any time up to the Rental Period. In the event that the Guest exercises their right to cancel, the Resort will levy the following cancellation penalty-percentage rate of the Total Rental Fee (total amount shown on the booking confirmation):

-From initial date of booking up to 30 days prior to the arrival date: no fee/0% of deposit.

-Equal to or Less than 29 days prior to the arrival date 50% of total rental fee/100% of deposit.

-Guests who do not cancel their reservation and fail to arrive on their scheduled arrival date (no-show) are liable for 100% of the Total Rental Fee.

No refunds will be given for unfavorable weather, early departure, utility service interruption, construction, or maintenance issues. The Resort regrets that it is unable to waive any of the cancellation charges above under any circumstance.

Service Level

The Resort agrees to a service level for the remedy of any problem found at the cottage, either on arrival of the Guest, or during the Rental Period, as follows. The Resort agrees to provide a maximum 4-hour response to remedy problems that, at the sole discretion of the Resort constitute emergencies which would directly affect or impact the safety of the Guest. Any problems arising during the Rental Period at the cottage that do not constitute an emergency as determined by the Resort will be remedied during or after the Rental Period, based on the severity of the problem, at the sole discretion of the Resort. The Resort makes all reasonable efforts to maintain the Property and its equipment in good working order. Wherever commercially possible, repairs are performed within 24 hours, but sometimes delays are inevitable due to circumstance beyond the control of the Resort. No refunds are granted for malfunctioning mechanical or electrical equipment including (but not limited to): inoperable

appliances, air-conditioning units, pool and/spa. No refunds will be given for unfavorable weather, early departure, utility service interruption, construction, or maintenance issues. Additionally, there are no refunds for TV's, cable reception, internet access, or speed of access to the internet.

Limitation of Liability

The Resort makes all reasonable effort to provide advice and safety information pertaining to the resort. This information can be found within this website. It is the responsibility of the Guest to ensure that they have read and understand the contents and advice given, either prior to, or following arrival at the Resort. The Resort is willing to provide any and all further information or answer questions pertaining to the Resort as needed.

In addition, the Resort states the following:

The Resort does not accept liability for equipment failure and or services in the cottage. In the event of failure of equipment, Guest must notify the Resort within one working day such that the Resort may elect to affect a remedy to the failure. The Resort does not accept liability for failure of pool heater to provide adequate heating. The Resort does not accept liability for lost or stolen personal property of the Guest from the cottage during the Rental Period. The Resort provides information and advice in the Resort-Guide to the Guest in an advisory capacity only, with no guarantee or promise of security, even where the Guest makes use of, or follows any advice given by the Resort or its representatives. In the event that property of the Guest is lost or stolen items. The Resort will either make good and secure the property, or will transfer the Guest to another cottage (where the original cannot be secured), and this will be the extent of its liability to the Guest under such circumstances. The Resort or its representatives may enter the cottage at any time, without notice, for the purposes of protection and/or maintenance of the cottage. When/where possible, the Resort will provide notice to the Guest prior to such entrance.

The Resort does not accept liability for personal loss or injury to the Guest during the Rental Period. The Guest must ensure that they have adequate insurance coverage. The Guest must ensure that Children are supervised at all times. It is the policy of the Resort that all Children under the age of 18 years are not left in rental accommodation unsupervised during the rental period. It is the responsibility of the Guest and the Children's parent(s) to ensure adequate supervision in cottage, playground, and pool area at all times. Failure to comply with any of the Terms and Conditions of Rental herein will, at the sole discretion of the Resort result in the eviction of the Guest from the Property, without recompense refund. The Rental Agreement between the parties shall be governed and construed in accordance with the laws of Michigan. The parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the federal or state courts in Michigan. The prevailing party in any litigation shall be entitled to reimbursement of all costs and legal fees incurred in connection with the litigation.

Betsie Riverside Resort LLC
2251 Benzie Hwy.
Benzonia, Michigan 49616
231-882-7783

Betsie Riverside Resort Visitor Policy

Visitors of registered guests are welcome from 10:00 AM to 10:00 PM.

To help eliminate any inconveniences to all registered guests the following is our Visitor Policy. Your visitors are more than welcome to come and visit during your stay. Your visitors are your responsibility however; please ensure they know and follow the resort rules.

All guest visitors must check-in at the resort front office upon visiting the resort. Visitor vehicles must be parked in front of the office or designated overflow parking. At no time are visitor vehicles to be parked in another cabin's parking space, even briefly.

Do not allow car horns to sound if possible (car door locking & unlocking).

For visitors to be present at the resort, the registered guest they are visiting must also be present..

Resort amenities: fish cleaning station, playground, pool and hot tub or shower facilities are not for visitors use.

Visitors may not have pets on premises at any time.

Please keep in mind this policy is for your protection and the enjoyment of all guests, and not to inconvenience you or others from using the facility you have paid for.

All of our policies have three goals in mind. We want:

1. **You** to enjoy your stay at the BRR.
2. **All other guests** to enjoy their stay at the same time.
3. The **next** guests to enjoy their stay just as much.



Betsie Riverside Resort LLC Waiver

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION for being permitted to enter premises and property for vacation rental or any other purpose, the undersigned, for himself/herself, his/her personal representatives, guests, children, heirs, and next of kin, acknowledges, agrees, and represents that he/she has or will immediately upon entering, and will continuously thereafter, thoroughly inspect such areas and his/her continued presence constitutes an acknowledgment that he/she has inspected cottage/cabin, deck and entire property and he/she finds and accepts such areas as being safe and reasonably suited for the purposes of his/her use, and he/she further agrees and warrants that if, at any time, he/she feels anything to be unsafe, he/she and all guests will immediately leave the area and advise appropriate persons.

THE UNDERSIGNED hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Betsie Riverside Resort LLC, Christopher and Shawn Rasure personally, and as company or corporate representatives, their members, managers, operators, officials, officers, directors, employees, owners and lessees of the premises, all for the purposes herein referred to as "releasees", from all liability to the undersigned, guests, representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demand thereof on account of INJURY to the person(s) or property or resulting in DEATH of the undersigned or guests, whether caused by negligence of the releasees or otherwise while in or upon the area.

THE UNDERSIGNED hereby AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may occur due to their presence in or upon the area and whether caused by the negligence of the releasees, natural risky conditions or otherwise.

WARNING: Use of canoe, kayak, playground, swimming pool, spa, fire pit, and/or fireplace carries risk that may result in serious injury or death, and unsupervised use by children is prohibited. **Supervise children at all times to decrease risk of injury, death or drowning.**

THE UNDERSIGNED hereby ASSUMES FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of the releasees, or otherwise while in or upon area.

THE UNDERSIGNED hereby certifies that he/she and guests (they) have adequate insurance to cover any injury or damage that may be caused or suffered while in or upon area, or else agrees to bear the costs of such damage or injury. The undersigned further that he/she/they have no medical conditions which would interfere with use of hot tub, swimming, canoeing, kayaking, climbing stairs, etc. or else assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition and expressly acknowledges such physical activities are dangerous and involve the risk of serious injury and/or death and/or property damage. The undersigned further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by law and that if any provision is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ, UNDERSTANDS THE RISKS, AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

SIGNATURE: _____ **DATE:** _____