

Hanmer's Riverside Resort & Livery LLC

Terms and Conditions of Rental for Lodging

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

This website is owned and operated by Hanmer's Riverside Resort & Livery LLC. The website provides cottages managed and marketed for rent through the Resort. All correspondence, quotations, bookings and notifications whether electronic or on paper sent from this site are deemed to be from the Resort.

Hanmer's Riverside Resort & Livery LLC, hereinafter referred to as the Resort or the owner of the property, hereinafter referred to as the owner, offer the short term rental/letting of the Cottage named on the Registration Form (a copy is supplied on booking of your vacation cottage), 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.

Email Booking

The Resort will provide a written quotation by email and/or on screen showing the total rental fee to the Guest for the cottage. Quotations are valid for 48 hours, and until the cottage either booked by a third party, or the Resort receives a deposit for the same dates (or part thereof) from any party. Where the Guest agrees by email, facsimile or other written 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, facsimile or postal mail to the Guest. Only on release of the Deposit or Final Payment Confirmation document 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.

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 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. Where the Guest chooses to amend their booking 60 days or more prior to arrival, resulting in a change in the cottage size or resulting in reduction in the number of nights, Resort will charge the \$100.00 Booking Fee in addition to the cancellation fee warranted against the number of nights canceled as described below. Any changes to existing bookings within 30 days of arrival will not be permitted. The Resort reserves the right to amend rates at any time. Pre-existing reservations, where Guest has made a payment, will remain at the pre-increase 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).

Check-In

Check-in to the cottage is at or after 2:00 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 before that time may be refused. Within 24 hours prior to arrival at the Resort, the Guest agrees to complete the Registration Form and return the signed form to the office of the Resort. Failure to return the Registration Form will be deemed confirmation that the Guest accepts the cottage as found and accepts responsibility for any and all damages or loss found at the cottage on departure of the Guest. Without receipt of the Registration Form, the Resort will hold key to the cottage till the Registration Form is completed.

Check-out

Check-out is at or before 10:00 AM on the date of departure as shown on the Registration Form. In the event that it is found that the Guest has not departed the Resort on the date of departure at the time, then the Guest will pay a penalty charge of one day's rental.

Basis of rental

At a minimum, the Resort will provide bath soap and one roll of toilet tissue each day, dish soap, one trash liner each day for each reservation. Guest will receive clean towels each day, bedding is changed once every seven days.

Accidental damage;

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 charge additional fees to cover:

- Early arrival or late departure charges

- Loss or breakage of inventory items

- Damaged equipment to the cottage or pool area

- Unauthorized Pets or smoking in cottage

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 commercial debt collection agency. Resort, constitutes malicious or wanton damage, the Resort reserves the right to notify law enforcement authorities and prosecute, in addition to billing the Guest for the full amount of repairs or replacement, and the Guest agrees to pay at check-out.

Smoking;

Smoking is not permitted in the cottage at any time and keeping the 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 can not 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 to the cottage, 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 and will pay for the cottage down time while cleaning.

Cancellation;

The Guest may cancel their booking at any time up to or during the Rental Period. In the event that the Guest exercised their right to cancel, the Resort will levy the following cancellation penalty percentage rate of the Total Rental Fee (amount shown on the booking confirmation) as well as the original booking processing fee:

From initial date of booking up to 60 days prior to the arrival date 20% plus the booking processing fee.

Between 59 and 30 days prior to the arrival date 50% plus the booking processing fee.

Between 29 and 15 days prior to the arrival date 75% plus the booking processing fee.

Less than 14 days prior to the arrival date 100% plus the booking processing 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. This information can be found in the Resort -Guide at the cottage or 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, providing the Guest has first read the Resort Guide or information on the website. 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. /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.

Hanmer's Riverside Resort & Livery LLC

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Benzonia Michigan, 49616

231-882-7783

Hanmer's Riverside Resort & Livery LLC

Visitor Policy

Visitors are welcome from 10:00 AM to 9:30 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. Your visitors are your responsibility, please make sure they know and follow the rules.

All visitors must register at the office before coming to see you. Their vehicles must be parked in front of the office (the months of Sept. & Oct.) all other months park in lower parking lot and then walk to your cabin. Keep visits short 1-2 hours not all day. At no time are their vehicles to be parked in another cabins parking space, even if they are coming to pick you up.

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

For your visitors to be in your cabin or on resort grounds you must also be here.

The fish cleaning station, 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 not to inconvenience you or others from using the facility you have paid for.

We also hope this will help keep the resort safer, quieter and more peaceful for everyone to enjoy on their vacation.