



Contact Information Ray Draeger, text or call (231) 709-5328, spiderlakecottage@gmail.com
Send Checks and write checks to; Ray or Mary Draeger PO Box 158, Omena MI 49674

2Lakes Cottage Songbird Cottage Omena Bayhouse

Check in Date after 4pm _____ Check out Date before 10am _____

Full Name _____ Drivers License #/State _____
 Street Address _____ City/State/Zip _____
 Tel Home _____ Bus Phone _____
 Cell: _____ Email: _____
 Number of Guests: Adults _____ Children _____ Total _____

Max number of guests is 16 unless approved in writing by the owner: Please list all names/ages of guests below:

Charges	First Check	Final Check	Notes
Cottage Rent –			
Extra Person over 14 persons \$25 per night			
Cottage Cleaning/Maintenance fee – \$210			
Pontoon Rent \$999 for either (22ft or 24ft Pontoon - weekly)			
7 Boat Package; 2 sit, 2 SUP, 2 Canoes, 1 Rowboat \$125			
Pet Fee – nonrefundable -\$250 (max two pets)			
Pontoon Damage Protection Fee \$79 replaces security deposit; nonrefundable			
Cottage Damage Protection Fee \$79; replaces security deposit; nonrefundable			
subtotal			
Credit Card Fee 3.0% - checks are free			
Discount			
TOTAL CHARGES	0	0	0
Paid			
Owed	0	0	

Notes:

Credit Card (Circle One)_MC VISA Discover Credit Card # _____
 Credit Card Expiration _____ SRV 3 digit code on Back of Card _____

SIGNED: _____ **Date:** _____

I agree to all the payments and terms of this agreement. Please read the following terms of agreement carefully before you make a reservation. We find that our guests who read this agreement are fully informed about their rental obligations. The term SLC means SpiderLakeCottage.com Terms and Conditions
Payments and Cancellations: At the time of booking, 1/2 the balance is due with this signed contract. Then 120 days from arrival, the remaining balance is due. If written notice of cancellation is received prior to 120 days the reservation date, 50% of the total cost is refundable. If all payments are not completed prior to 120 days or the guest cancels the reservation within 120 days for any reason, then the guest forfeits all funds and the reservation is cancelled; we do not offer refunds or credits for any reason. Credit card payment refunded will be placed back on the credit card. Checks and cash will be refunded via check. SLC or its owners are not responsible to inform or provide notification of the guest payment deadline. A signed contract and all payments must be provided prior to occupation of the property. Guest agrees to electronic signatures via, text, email, and fax. Cancellations: We recommend travel insurance at InsureMyTrip.com. We accept a nonrefundable \$500 Hold fee for ten days once the contract is sent to the guest. The guest has 10 calendar days to return both the signed contract and payments due. If the guest cancels the reservation within the 10 day period or does not return the signed contract and 1/2 deposit then the guest agrees to forfeit the \$500 hold fee without notification. If SLC cannot provide a booked vacation for a signed and paid for contract for an unforeseen reason e.g. calamities, fire, emergencies, major equipment failures or scheduling it will suggest a reasonable substitute. SLC is only responsible for funds paid to it, not any losses incurred to the guest.
Cottage or Watercraft Damage Protection Fee: The Cottage or Pontoon Damage Protection Fee provides guests coverage for minor unintentional damages to owner cottage or pontoon property up to \$1,000; if either the cottage or watercraft damage costs exceed the \$1,000, you agree to pay all damages within 30 days. Neither the Cottage nor Watercraft Damage Protection Fee provides protection for guest property, guest injury or liability, it is not an insurance product. Both fees exclude cleaning and maintenance fees. The Cottage Damage Protection fee excludes all dock, watercraft, watercraft equipment and guest property and damages of any kind.

Accommodations: Our cottages have most of the basic housekeeping items including kitchen utensils, linens, blankets for each bed, not pullout, basic paper products issue and soft soaps (not laundry detergent) 1/2 tank propane. Weather is Gods responsibility and while I can talk to him - often he makes no guarantees so I can't guarantee the weather. If something is bothering you, please call right away, if we can fix it ~ we will. We hire the best cleaning professionals in the area.

Pets and Smoking: We accept Pets with a pre-approved \$ 250.00 nonrefundable fee paid in advance for a max of two pets, certain breeds, no puppies, aggressive or pets detrimental to the property are allowed. When owners leave the premises, the pets either go with them or are crated, please bring a crate and show the owner the crate at arrival. Treat your pet nice and don't tie them up outside overnight, and please don't allow them to run free or a barking nuisance to neighbors. Please pick up the pet waste and dispose of it. In the rare case a pet is a problem such as a nuisance to the neighbors or do damage, then it will have to be boarded at a kennel immediately at your expense. A pet brought but not reported will be charged the pet fee plus one night stay and may be removed. Please no smoking inside the cottage, smoke outside and properly dispose of the cigarette butts: smoking inside the cottage or cigarette butts thrown on the ground may result in an additional one night stay.

Guest Obligations: We expect reasonable and orderly conduct by all Guests in the cottage with respect given to the terms of the agreement, the property, the law and the neighbors. To protect our guest security, we do not permit "drive-bys or drop-in" without written permission. Our guest is responsible for damages, illegal activities are prohibited, all business activities are prohibited unless granted in writing to SLC, house parties are strictly prohibited and grounds for immediate eviction. The cottage is located in a quiet residential area and sound carries far across the water. Out of courtesy for the neighbors, outdoor activities that generate loud noises including music, barking dogs and loud talking/yelling are prohibited after sunset. Fireworks are strictly prohibited and ground for immediate eviction on the property without refund. SLC retains the right to cancel or require the guest to leave in the case of the agreement terms being violated.

Keys/Lockouts/Occupancy/Security: The agreement period begins at 4 pm on the arrival date and ends at 10 am on the departure date; early or late departures are charged an additional night stay. To ensure our guest privacy and security, the address and entry key is provided upon final payment and a signed contract. One set of keys is issued with a lock box and due at check out. The outside premises are monitored by security cameras. The inside is not monitored by cameras but is protected by a security system. Restricted solely to sixteen (16) "declared" occupants as written into the contract and agreed in writing; rotating guests or non-contracted guests are not allowed. All rentals are to family groups and responsible adults only. Agreement holder must be in occupancy of the cottage at all times. Replacement costs for a lost key for cottage or boat is \$50.00 payable upon checkout and charged to damage. Lockouts are \$50. Lost and Found: SLC is not responsible for guest personal items but if we find something we can send back with reasonable charge. Camping, Tent, camper or RV on the property can be purchased but are prohibited unless authorized in writing by the owner. For violations, damage deposits and one additional night rent will be charged and/or guests will be removed from the property. Rental rates, damage, boat, cleaning fees and deposits are subject to increase at SLC discretion. SLC reserves the right to deny occupancy, exist and refuse to refund to anyone at any time that appears detrimental to the property.

Outdoor Grilling, Fires, WIFI/TV: Local fire ordinance allows outdoor grilling or fires in designated areas only; firewood and grill supplies can be purchased or you can use deadfall, not stacked wood on the property. One bottle of propane is provided per visit. WIFI is always on, there is no cable. No refunds due to outages or technical reasons.

Repairs/Right of Entry/Refunds: Problems will be corrected as soon as reasonably possible, we guarantee response quickly, 95% of problems can be solved over the phone. Priority is given to heating, refrigeration, plumbing/septic, water or electrical equipment. SLC or an authorized employee, repairman, will have right of entry at any time without notice and they will be there within 24 hours. No refunds issued for delays in check-in or early check-out (for any reason), damage to Guest's belongings due to malfunctioning equipment, mechanical failures, interruption or loss of utilities or inclement weather or other acts of God.

Parking: At 2Lakes, we have lots of parking on the driveway for up to 8 cars. **At Songbird,** parking is available for 6 cars on the driveway. **At Omena, parking is available for 1 car.** At either any property, please do not park beyond the driveway on the grass as you may damage both the septic system and landscape. For winter rentals we plow one time, then a fee of \$75 per plow is assessed to the guest.

Watercraft Rental: Guest understands that boating is "at your own risk" and that death or serious injury can result from safe or unsafe operation of either motorized and non-motorized water activities and watercraft. Guest agrees to securely tie pontoon boats to the dock tightly with no slack in rope and using at minimum of two boat bumpers. Guest agrees to completely secure bimini top and secure all life jackets and equipment in the boat prior to departure or forfeit boat deposit. Guest is solely responsible and agrees to the safe and legal operation of all boats on the premises. The guest agrees to be responsible to provide a trained, licensed adult to supervise all persons using watercraft e.g. kayaks, rowboat, pontoon boats, swimming as well as guest boats. Guest shall not allow the boat to be used by any other person without written permission of the owner; do not use the boat for business purposes. Guest will not carry passengers or property in excess of the rated capacity of the boat. The boat will not be used to tow or propel any other boat or thing without the owner's written permission. The boat will not be used in any race or competition. The boat will not be used in any negligent reckless or dangerous manner or the guest agrees to forfeit the deposit. The guest agrees that all required lifesaving, life jackets and safety equipment necessary is aboard the boats and are in good order and condition at the time of delivery. Unreported problems found after inspection will be charged to the guest. Guest pays all fuel costs plus a \$25 delivery fee if the fuel is not full at departure. Guest agrees to purchase *only marine grade fuel* to avoid damaging the motor. The guest is responsible for security and any damages resulting to the boats, docks or other property incurred accidentally or willfully during the rental period. The guest is responsible to research and know the Spider Lake and Bass Lake navigation areas, the laws/rules and the shallows with or without a owner provided map. The boats must be left in the condition they were found. The guest is encouraged to maintain liability insurance, medical insurance and life insurance for all persons using all boats and rentals. The guest understands that the owner provides no insurance for injury or death with this agreement. The Guest agrees to indemnify and hold SLC, its owner and workers harmless for any and all damages to property and persons from the use of this boat. The boat rental is for one day, each day paid if used or not is charged as a full days rent. No refunds issued for any reason, for damage to Guest's belongings due to malfunctioning equipment, mechanical failures, inclement weather or other acts of God.

Returned-Check Charges: In the event any check offered by Guests, to Owner in payment of rent or any other amount due under this agreement is returned for lack of sufficient funds or a closed or nonexistent account, Guests shall pay to SLC a check-return charge in the amount of \$75.

Fair Housing Law: SLC does not discrimination on the basis of race, color, creed, national origin, sex, familial status, children or the handicapped.

Safety and disclosures: Safety is a guest responsibility and our concern. We want you to rent the right kind of cottage for your needs hence we wish to share all cottage information. No lifeguard is present at SLC and swimming, hot tub, dock, swim platforms and boating is "at your own risk—no diving." Please supervise children and know your physical limits. Supervise both children and pets at all times--especially supervise around all roads, water, fire ring, grill, stove, and in the home. Stairs such as a spiral staircase at 2Lakes to the upstairs could be onerous for elderly and large people. Wear shoes or water sandals to protect your feet. Our cottages is neither allergy free nor setup for handicapped access. Remain alert to wildlife that can be harmful and poisonous. Please check all smoke alarms and fire extinguishers to ensure they work, review fire evacuation plan and inform us immediately if there are any problems. Guest agrees that all smoke alarms and fire extinguishers and safety items are present and working.

Hot Tub: The Guest agrees to indemnify and hold SLC, its owner and workers harmless for any and all damages to property and persons from the use of this hot tub. All hot tub use is "at your own risk" and guest is responsible for all persons on the SLC property. Guest agrees to maintain the chemical balance of the hot tub and remove sand and debris upon completion of their stay or incur a \$200 charge for 4 hours of cleaning, 450 gal refill and \$75 chemical restoration.

Damage to Premises and Financial Responsibility: In the event the premises are damaged by fire or other casualty, the owner shall not be required to make any repairs or replacements of any property brought onto the premises by Guests. Guests agree to accept financial responsibility for any damage to the premises from fire or casualty caused by Guest negligence. Guest releases all rights or claims to provided photos or images for use for advertisement, website. Guests shall carry insurance fire, medical, liability or as an alternative, warrants that they will be financially responsible for losses not covered by Owner's fire and extended coverage insurance policy. Guests will pay damages or plumbing stoppages caused by Guest negligence or misuse, this document contains the entire agreement between the parties and may not be amended. Guest agrees to indemnify SLC, its owners and its employees free and harmless from any liabilities for any loss or damage arising from or in connection with the rental of the premises and boats including, but not limited to, any claim of liability for personal injury or damage or loss of property which is made, incurred or sustained by guest or guests of the guests such as personal injury caused by negligent acts of SLC. We have a process to resolve guests disputes internally to resolution. You agree and your guests agree to refrain from publishing in any public forum any disapproval of the property, disparagement, defamation, libel and/or slander of [property company/owner] as well as the property including but not limited to its affiliates and its employees, products or services in connection with the subject matter of this Agreement. Guest agrees to Grand Traverse Michigan courts. Should any terms of the agreement be breached by Guest, resulting in legal action on the part of SLC against Guest(s) and SLC prevails in court or settlement is reached, SLC shall be entitled to collect from Guest all costs of the legal action including, but not limited to attorney's fees. If a part of this agreement is nullified all other parts remain in force.

Check In/Out: Please follow these basic check in/out items a) Contracted guest agrees to arrive between 3-5pm, conduct written inspection signed within the first hour and boat safety checks and send to me via text or email; if you find something broke, missing, or inoperable, that way, we know you didn't do it. While we conduct a inspection after each guest visit, we sometimes miss something. We will try and fix what is broke during your stay if possible. But if something is broke and not reported until the end of your stay, then it may result in you paying for it, b) arrival - PLEASE **check the smoke detectors**, be safe, c) remove and bag all food and trash (inside and outside) to the outside receptacles; bags not in the receptacles, d) wash and put away all dishes and cookware, clean counter top, stove, refrigerator and oven, e) leave cottage tidy with all furniture in the same position; f) wipe down bathroom counters and remove items from the bathrooms, g) pickup outside, stack the chairs and clean grill, h) close all windows, lock the doors, i) sweep floors inside, j) secure kayaks, boats in original location, secure paddles and life jackets, m) put on hot tub cover and remove sand from hot tub, k) remove dirty linens from beds and place on the washer, l) vacate the cottage at departure time and leave all in the lockbox, m) send a exit email, or text, with a fun picture, a description of your stay, tell us of breakage, suggested improvements and **Drive Safe!**