

## Terms and Conditions

We look forward to making your visit to Shale Lake an enjoyable experience. Our accommodations feature 4 log cabins located at the water's edge of our 24 acre lake. Plus, we have 5 cottages perched on top of the highest man-made point in Madison County overlooking the lake and country side. And, a floating cabin, "The Boathouse". The floating cabin is be permanently moored next to the wooded "point" on the southwest end of the lake. All so you can "get away and play".

**Reservation Policy:** Reservations are required at least 24 hours in advance for the Cabins and Cottages at Shale Lake. A valid credit card is required to guarantee your reservation. Full payment of the base rate is required at the time the reservation is made. Our cancellation policy applies once payment has been processed. You must be 21 years or older to rent one of our cabins or cottages. Your online reservation does not constitute a reservation until you have received a confirmation email notice from Shale Lake. All confirmation email notices will be sent during our regular business hours (Monday thru Thursday).

**Daily Cabin and Cottage Rates:** Our rates are based on dates requested and cabin type and are subject to availability. Rates may change without notice. All previously confirmed reservation rates will be honored.

**Occupancy:** All of our cabins and cottages have a clear maximum occupancy limit. Rates are based on 2 person occupancy. There is a \$20 charge per person per night for each additional person (including children 2 years old and older) up to the maximum occupancy of each unit. No cabin or cottage will be rented for more than the maximum occupancy limit. There is no discount for single occupancy. There will be no refund for early departure.

Units that have unreported additional guests (more than 2 guests) will be charged at the maximum rate possible for full occupancy in the cabin. Please see the signage on the wall of the unit for that rate.

**SHALE LAKE DOES NOT ALLOW PARTIES.**

No visitors to registered guests will be allowed in the cabin/ cottage between the hours of 10:00 p.m. and 8:00 a.m. No unregistered vehicles are allowed to park in the cabin/cottage area. Unregistered vehicles will be towed at the owner's expense. Visitors must park in the visitor parking area.

Registered guests will be held responsible for damages or injuries caused by their visitors. **Quiet Time:** Guests are asked to keep the noise level down between the hours of 10:00 p.m. and 9:00 a.m. as a courtesy to the other guests.

Shale Lake reserves the right to ask guest and/or their visitors to leave the premises for unsafe, loud or rowdy behavior.

**Non Smoking:** ALL of the cabins and cottages at Shale Lake are NON smoking. You may smoke on the porches. We provide outdoor ashtrays. Please use them and do not discard butts on the ground. Guests of cabins with evidence of interior smoking will be charged a cleaning fee of up to \$200 to remove the smoke smell and replace smoke damaged items.

**Housekeeping Services:** For your convenience, all beds are made and an initial supply of bath towels, wash clothes, hand towels and a bath mat are provided based on occupancy conditions. An initial supply of bath tissue, paper towels, dish soap and regular coffee will be provided. It is the responsibility of the

guest to provide their own additional comforts and supplies. Housekeeping is NOT provided daily. Housekeeping is not responsible for washing dishes. You don't have to put the dishes away but you do need to wash them! We charge \$20 per hour to wash dirty dishes left behind by the guest.

Trash: There should be additional trash bags inside the trash can under the existing trash bag. Please do not leave full trash bags outside (raccoons). You can drop a full bag in the dumpster just outside the front gate or leave it in the screened in porch.

Pet Policy (including Dogs and Cats): Due to potential allergy conditions, we only allow pets in cabins 1-4. Pets are not allowed in the Cottages or the Boat House at Shale Lake. There is a \$25 non-refundable pet fee per pet per stay.

Fishing and Activities: Registered guests are welcome to fish our stocked 24 acre lake. Fishing is catch and keep for Cabin Guests. DO NOT CLEAN FISH AT THE UNITS. There is a fish cleaning station at the pavilion. Please see our catch and keep regulations on our website.

There is NO hunting allowed. There is NO ATV use allowed. There are NO firearms allowed on the premises (including BB and pellet guns). There are plenty of places to hike and explore, however the barns, solar equipment, out buildings and Event Center are STRICTLY OFF LIMITS.

Yes, guests may use the canoe, Jon boat or Kayaks AT THEIR OWN RISK. We have paddles and life vests available next to the boats. Please do not allow your children to sword fight with the paddles ☺. Please return equipment to the shore where you found it. Please do not leave the boats, life vests nor paddles on the shoreline elsewhere.

There is no swimming allowed in the lake. All activities at Shale Lake are at the Guest/Visitors own risk. Children: A parent or legal guardian must accompany children under 16 to the water's edge. Children are not allowed to play in the parking areas or outbuildings. Please do not allow your children to play at other cabin/cottage sites.

**GUESTS WHO FAIL TO OBEY THE RULES AND REGULATIONS, CAUSE A DISTURBANCE TO OTHER GUESTS OR THE WILDLIFE OR ENGAGE IN ANY ILLEGAL ACTIVITY ARE SUBJECT TO IMMEDIATE EVICTION FROM THE GROUNDS.**

Check-in /Check-Out: A check-in document including gate code, parking and door code instructions will be emailed to the registered guest approximately 5 days in advance of the arrival date. The email includes instructions for using our electronic security gate, parking and key pad door locks. To check out, simply lock the door. The door code will expire automatically. Only registered guests will be given the codes to cabin doors. Check-In time is 2:00 p.m. and Check-Out time is 11:00 a.m. Early check in and late checkout are available on a per cabin/cottage basis. Cleaning times for the unit determine the early and late availability and are not guaranteed. Please ask in advance of your stay if early check in or late checkout are desired. We will try to accommodate all requests. If late checkout is not requested or not granted, please do not linger at the unit past 11 a.m. another guest may be checking in and the housekeeper is waiting to clean. There is a very small window! Please let us know in advance if you plan to arrive later than 10:00 p.m. Shale Lake is open 365 days a year; however the office is virtual.

Please text or call 618-977-9916 for questions (8 a.m. to 8 p.m.) or issues (anytime) during your stay. Please do not disturb the residents.

**Parking:** Each unit has a designated parking area. Larger units have two parking spaces. Additional guest owned vehicles must be parked in the visitor's parking area. Visitors must park in the visitor parking area. NO parking is allowed on the roadway or in the grass. There are no exceptions. Vehicles in tow must be left at the barn or in the visitor parking lots. There is no turn around for towed vehicles.

**Damaged or missing items:** Shale Lake reserves the right to charge guests replacement costs for damage in excess of normal wear and tear to cabin/cottage interiors and provided furnishings.

Guests agree to authorize Shale Lake to debit the credit card on file for reasonable replacement or repair cost of missing or unnecessarily damaged items. **Disclosures:** Please note that no refunds are given on appliance or utility failures. For repair and maintenance, every effort will be made to remedy in a timely manner.

Cabin and Cottage guests authorize Shale Lake personnel access to rental cabins and cottages to verify that all the terms of this agreement are complied with or to perform any necessary maintenance.

**Cancellation Policy:** Cancellations made 14 days or more prior to the arrival date can be used as a credit toward a stay at a later date or refunded minus a \$25 cancellation/handling fee. Cancellations made 14 days or less in advance of the arrival date will not be refunded but will be credited toward a stay for a later date.

The cancellation/handling fee will be increased to \$75 for cancellations made less than 48 hours in advance or for no show/no call reservations. **Payment Methods:** We accept Master Card, Visa, Discover, American Express and US currency only. All money orders and Traveler's checks must be in US currency.

Personal checks are accepted as long as they are received at least 10 days in advance of the stay.

**Lost and Found:** Any items left in or around the cabins or cottages must be claimed within 30 days. Shale Lake will make a reasonable effort to contact guests about any items found. After 30 days, the item will be discarded. Shale Lake will be happy to return identified guest items for the cost of shipping.

**Campfires:** All fires must be in the fire rings and attended at all times. Please remember that campfires are dangerous. Use all due care while creating, maintaining, and extinguishing the fire.

Shale Lake recommends keeping a gallon or more of water nearby to douse the flames should they get out of control and having a first aid kit available.

**Wi-Fi:** Wi-Fi is not yet available at the Cabins. There is wi-fi at the Cottages. The password for the Cottages can be found in the "check in instructions". Signals are subject to change without notice depending on Shale Lake location from our wireless signal interface.

**Risk Wavier:** Notwithstanding any offer or provision of services by Shale Lake whether for fee or gratuitously, a guest and or visitor acknowledges that Shale Lake is not liable to him or her for any losses, injury or damage suffered by such member to his or her property or person, arising, whether through acts of negligence or otherwise, of guests, visitors, members or employees in their conduct. All guests and visitors acknowledge and accept that such liability shall be borne by him or her as the case may be, and further indemnify Shale Lake and hold harmless for all loss, cost and expense incurred by reason of the member's neglect or use of the premises or by reason of injury to person or property in or on the property of any other place from any cause whatsoever. All risks of any such injury, loss or

damage shall be assumed by the guest or visitor who shall hold Shale Lake harmless or indemnified therefrom.

By making a reservation and visiting Shale Lake, you accept these terms and conditions.

Bookings are made and a contract between You and Us comes into effect when We accept a reservation from You. A reservation is deemed accepted when We have confirmed Your reservation and received either: (i) full payment of the total price; or (ii) payment of any other amount We have specified at the time of Your Booking. Where Your online payment is less than the total value of the stay, the balance will be paid by You directly to the Establishment, on either check-in or check-out or at an earlier date, if so requested by direct communication between You and the Establishment.

#### Prices

Accommodation Prices exclude any applicable sales taxes (unless otherwise stated). Prices quoted are correct only for the specific number of guests, dates, nights and rooms shown on Your Booking Confirmation.

If You have selected booking extras these may be added to the total price of Your Booking. Prices do not include any other costs that You may choose to incur during Your stay (unless otherwise stated).

#### Availability

In the rare case that We are unable to accommodate You as per Your Booking, You will be offered alternate accommodation and if there is a difference in the Price, We will be liable for the price differential. If the differential is less than the original value of Your Booking a refund of the difference will be made to You. If the differential is more than the original value of Your Booking and provided that Your alternative accommodation is of a reasonably similar standard to Your original Booking, the differential cost will be borne by Us.

#### Arrival and departure

The latest arrival (check-in) and departure (check-out) times are specified on Your Booking Confirmation. Should You wish to check-in later than the specified latest check-in time You must confirm this to Us directly. In the event that You attempt to check-in later than the stated times without prior arrangement, or fail to check-in at all, We may cancel the Booking and retain any amounts it is entitled to retain as stated in the Cancellation Policy section of Your Booking Confirmation. Failing to arrive before the latest check-in time shall be deemed to be a full cancellation of your Booking, and the room may no longer be held for You.

#### Cancellations & Amendments

Cancellation terms are as specified on your Booking Confirmation as displayed on the Website or sent to You by email.

If You cancel Your Booking on or before the cancellation deadline specified in the Cancellation Policy section on Your Booking Confirmation (the 'Cancellation Deadline') a full refund will be given to You including any booking extras paid at the time of Your Booking (unless stated otherwise).

If You cancel Your Booking after the Cancellation Deadline You will be charged the full value of the late cancellation fee specified in your Confirmation, including any booking extras You have selected for the duration of Your stay. If you cancel Your Booking after the date of your expected check-in, You will be charged the full value of Your Booking.

If You change the number of guests, dates, room nights or room type ('Amendment'), then the prices are subject to change. Should You request an Amendment and should We not be in a position to accommodate Your Amendment, Your Booking will be cancelled and a full refund given to You provided that such cancellation or amendment occurs on or before the Cancellation Deadline, failing which the terms described in this Cancellation clause shall apply. If You arrive after the agreed check-in time or do not arrive at all, We reserve the right to cancel your entire Booking and charge any applicable Cancellation fee and We shall be under no obligation to hold the accommodation for You.

### Payment

Bookings must be guaranteed using a valid credit or debit card or via PayPal or any other payment type specified. The total amount payable to confirm Your Booking is quoted in Your Booking Confirmation and will be charged to Your credit or debit card or PayPal account or any other payment method offered at the time of Booking, according to the payment schedule specified on Your Booking Confirmation.

If your card is declined by your bank or if there are no sufficient funds on Your account, We reserve the right to cancel Your Booking automatically.

**IMPORTANT** - We may use your payment card details to guarantee your reservation according to PCI-DSS security standards. As soon as You enter the period beyond which the Booking can no longer be cancelled free of charge, We may pre-authorize or charge your card for an amount equal to the cancellation fee. As soon as You enter the period beyond which an additional deposit is due, as specified on Your Booking Confirmation, We may pre-authorize or charge your card for an amount equal to the stipulated deposit amount. A pre-authorization is NOT a charge and no monies are taken from Your account, but the credit limit available on Your card may be temporarily reduced by the value of any cancellation fee or deposit applicable at that time.

### Liability

Although We take care in how we present our accommodation online, We do not make any particular representation as to the suitability of Our accommodation to your specific requirements. Should You have any specific concerns relating to hygiene, health and safety practices or the quality of our services, or should You like to check the specific conditions of stay, please contact us directly BEFORE the cancellation deadline, and We will do our best to address these.

Other than for death or personal injury caused by Our negligence or fraudulent misrepresentation, Our total liability to You is limited to the price of the Booking and in no circumstances will We be responsible for any indirect or special damages. We will not be liable to You where We have exercised reasonable care and skill in our provision of the selected accommodation services to You. We will not be liable for failure to perform to the extent that the failure is caused by any factors beyond Our reasonable control, including the provision of said accommodation services.

You are responsible for any damage or loss caused by You during Your stay with Us, including any damage to Our property by Your act, omission, default or neglect and You agree to indemnify Us and You agree to pay Us on demand the amount reasonably required to make good or remedy any such damage or loss. Further, we reserve the right to terminate Your Booking immediately without being liable for any refund or compensation where You engage in unacceptable behavior that causes a disturbance or nuisance to Our staff or to other guests on Our premises.

Data protection.

We may process any Personal Information You provide to Us for the sole purposes of completing our duties under this Agreement. You have the right to request access to the information we hold about You at any time, and the right to request that Your data be corrected or deleted (except where we are required to hold it by law). To do so please send your request to US at the address provided on Our Site and on Your Confirmation.

Your Personal Information may also be processed by third party suppliers who operate Our reservation or Our payment system, or by travel agencies, or where the transfer of Your data is necessary for the successful completion of Your Booking. Whilst we have been given assurances that these third parties operate in conformance with general Data Protection standards, we cannot accept any responsibility whatsoever for how these third parties may use your Personal Information. If you have any concerns you should address them to these third parties directly.

One such third party is our software provider eviivo Limited (Registered Office 154 Pentonville Road, London, N1 9JE Company Number: 5002392) including where necessary their subsidiaries outside the EU such as eviivo Inc and their subsidiary in Tunisia, and Our Payment Gateway Supplier Ingenico Financial Solutions SA/NV.

By making a Booking, You consent to this processing of information as described above and the transfer of Your information to us, our suppliers and the booking website(s) through which Your booking originated.