

Send Checks: Spider Lake Cottage 3806 Harolds Rd Traverse City, MI 49686	Contact us: Ray or Mary Draeger spiderlakecottage@gmail.com (517) 490-9714 web address: spiderlakecottage.com	Cottage Address: 967 Hobbs Hwy Traverse City, MI 49686
-----------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------

Please read the following terms of agreement carefully before you make a reservation. I find that my guests who read this lease information are fully informed about their rental obligations. **Required: send a copy of your driver's license with the contract; responsible party must be at least 25 years old.**

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

Max number of guests is 14 unless approved in writing by the owner: Please list all names/ages of guests occupying the cottage:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Vacation Dates: Check in Date _____ (after 3pm) Check out Date _____ (before 10 am)

	First Check	Final Check	
Cottage Damage Deposit – refundable - \$500	_____	\$500_____	
Cottage Rent – non refundable	_____	_____	
Cottage Cleaning – non refundable - \$165	_____	\$165_____	
Boat Deposit – refundable - \$300	_____	_____	
Pontoon Rental – non-refundable	_____	_____	
Kayak Rental – non-refundable	_____	_____	
Pet Fee – nonrefundable -\$250	_____	_____	Total Due _____
Notes:			

A 50% deposit of the entire cottage rental and pontoon boat/kayak rental is due with 5 days. To ensure your confirmation, you may scan or fax the signed agreement and mail the payment. (If reservation is within 45 days, all funds are due in advance within 5 days.) The cottage rent and boat rent balance is due 45 days prior to your arrival date along with the cottage deposit of \$500.00, boat deposit of \$300, the kayak rental fee, the \$165 cleaning fee, and \$250 pet fee. All deposits will be returned to you within 30 days after your stay and is 100% refundable if the cottage, property, boats, equipment is complete/damage free and procedures followed. This agreement continues on the back pages. By completing the following information, I acknowledge that I have read the agreement and understand and agree to the terms of this agreement.

SIGNED: _____ Date: _____

- 1. Payments:** Please return this signed agreement with advance deposit within five days of making the reservation, (let me know if you need more time). We might have to cancel the reservation if we don't hear from you, so please send the contract and deposit or let me know your troubles. Once Spider Lake Cottage received the signed lease, deposits, (check has cleared the bank) then the agreement is binding and get ready to have cottage fun! We are a small Ma and Pa cottage so we can only afford to accept check, money order or cash, sorry no credit cards. We own one other cottage right now so the term Spider Lake Cottage LLC (SLC) refers to both of those cottages.
- 2. Accommodations:** Our cottages have most of the basic housekeeping items including kitchen utensils, linens, and paper products. SLC tries to keep the noise down, let me know if there is a problem and we'll look into it. 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, our girl gets on her hands and knees to clean the floor, she really cares about her work but if she missed something, please let us know, I know she'll fix it. We prefer not to make either substitutions or refunds except for extraordinary reasons. Guest provides the towels. There is no phone or cable.
- 3. Cancellations:** We recommend travel insurance. If written notice of cancellation is received 45 days prior to the reservation date, the deposit is refundable less a \$250.00 processing fee. Unfortunately, no refunds are available less than 45 days prior to the reservation date, this includes multiple week bookings.
- 4. Pets and Smoking:** We accept Pets with a pre-approved \$ 250.00 nonrefundable fee paid in advance. 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. Smoking is not allowed inside the cottage out of courtesy of our other guests.
- 5. Guest Obligations:** a) 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 b) Guest is responsible for damages as outlined under damage/cleaning deposit; c) illegal activities are prohibited d) House parties are strictly prohibited and grounds for immediate eviction; SLC retains the right to cancel or require the guest to leave in the case of the lease terms being violated. e) All business activities are prohibited unless requested and granted in writing to SLC Cottages
- 6. Keys/Lockouts/Occupancy:** One set of keys is issued with a lock box and due at check out. Replacement costs for a lost key is \$50.00 payable upon checkout and charged to damage. Lockouts are \$30. Lost and Found: SLC is not responsible for guest personal items. Occupancy: The agreement period begins at 3:00 pm on the arrival date and ends at 10:00 am on the departure date. Restricted solely to fourteen (14) occupants unless agreed in writing; (15) or more guests will pay an additional \$75 per person, infants are counted as persons; all rentals are to family groups and responsible adults only. Guest or agreement holder must be in occupancy of the cottage at all times. Occasions such as receptions or "parties" which increase the occupancy (if even for a

few hours) must be requested in writing and approved by SLC prior to execution of the agreement. Camping, Tent, camper or RV on the property can be purchased but are prohibited unless authorized in writing by the owner. Damage deposits and one additional night rental will be charged for violations. Rental rates, damage, boat, cleaning fees and deposits are subject to increase at SLC discretion. SLC reserves the right to deny occupancy, evict and refuse to refund to anyone at any time that appears detrimental to the property.

7. Noise: 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.

8. Outdoor Grilling and Fires: Local fire ordinance allows outdoor grilling or fires in designated areas only; there is a brick patio for grilling, please do not grill on the wood decks. Firewood and grill supplies can be purchased.

9. Repairs/Right of Entry/Refunds: Please report all inoperative and/or missing equipment to SLC immediately. Service must be scheduled and required parts ordered. Problems will be corrected as soon as reasonably possible. 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. 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 (including cable) or inclement weather or other acts of God.

10. Parking: We have lots of parking on the gravel or driveway. But please don't park anywhere on the grass as you may damage both the septic system and landscape.

11. Damage Deposit and/or Boat Deposit: Reasonable wear and tear is expected, if you break a plate or a wine glass – no big deal. If you crush the dock and sink the boat, ah, we may have to talk. The damage deposit/boat deposits are refundable unless damage was incurred accidentally or willfully by Guest. Just respect the property as your own, leave the way it was, and you'll be fine. When you arrive, look everything over, if its broke we know you didn't do it and we'll fix it. But if something is broke and not reported at the end of your stay, then it may result in you paying for it. Late checkouts are not allowed and might result in an extra night charge ~ so giddy up! We need to get the cottage ready for the next guest, I know you understand what a deadline is. If the damage costs exceed the deposit, you agree to finalize all payments in 30 days. We'll send your damage deposit in full within 30 days (as is most often the case). We rarely make charges to the damage deposit because our guests love the cottage.

12. Boat Use/Rental: The guest understands that boating is "at your own risk" and that death or serious injury can result from unsafe operation of either motorized or non-motorized watercraft. Guest is solely responsible and agrees to the safe and legal operation of all boats on the premises. The term boat shall refer to all types of boat or watercraft activity. The guest is responsible to provide a trained adult to supervise all persons using watercraft e.g. kayaks, rowboat, pontoon boats, swimming and 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 manner. The guest agrees that all required lifesaving and safety equipment necessary is aboard and the boats are in good order and condition at the time of delivery. Unreported problems found upon inspection will be charged to the deposit. The guest is responsible for any damages resulting to the boats or other property incurred accidentally or willfully by Guest. The guest is responsible to research and know the Spider Lake and Bass Lake navigation areas, the laws/rules and the shallows. The boats must be left in the condition they were found. The guest will maintain liability insurance, medical insurance and life insurance for all persons using the 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. The guest is responsible for all boats and equipment security. 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.

13. Returned-Check Charges: In the event any check offered by Guests, or either of them, 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 \$35.

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

15. 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 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 to the upstairs could be onerous for elderly and large people. Wear shoes or water sandals to protect your feet. The cottage 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. Any unreported problems are the guest responsibility.

16. 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.

17. Damage to Premises and Financial Responsibility: Here is the legal stuff: In the event the premises are damaged by fire or other casualty covered by insurance, 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. Guests shall carry insurance firm, 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 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 Guest except only such personal injury caused by negligent acts of SLC. 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.

18. Check Out: Please due these basic check out items to ensure you receive a full refund of your deposit: a) report any breakage/damage you find or incur; b) remove dirty linens from beds and place on the washer c) remove and bag all food and trash (inside and outside) to the outside 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 quick clean grill h) return all keys to lock box i) sweep floors inside j) secure kayaks, boats in original location, secure paddles and life jackets m) secure hot tub cover. k) vacate the cottage by 10 am and leave all keys in the lock boxes. **Drive Safe and we hope you enjoyed your stay!**