

Butternut Lake Lodge Policies

Effective 1/1/2024

All Renters and Guests agree to abide by these policies as a condition of being on the property and/or entering into a rental agreement for lodging at Butternut Lake Lodge.

<u>Payments:</u> All reservations are to be paid in full at time of reservation unless other arrangements have been made with BLL. By reserving dates and furnishing payment, Renter agrees to terms and conditions of these policies as a rental agreement. This rental agreement is entered into by and between the Renter and Butternut Lake Lodge (BLL). This agreement constitutes a contract between the Renter and BLL. Any money received by BLL for occupancy of rental property indicates the unconditional acceptance of the terms and conditions of this rental agreement. It is the responsibility of the Renter to be familiar with all policies within this agreement. This occupancy will be in the form of a temporary property Rental only and not constitute a permanent or primary residence or other tenancy.

<u>Violation of Agreement:</u> BLL has the right to cancel Renter's stay if Renter breaks terms and conditions of the Agreement. BLL reserves the right to cancel this Agreement if any unforeseen circumstances arise or the property becomes temporarily uninhabitable but agrees to make every effort to relocate Renter to similar accommodations at the same rate or, if the rate is higher, will discount that rate. If no similar accommodations can be located, BLL agrees to refund any payments Renter made in advance.

<u>Falsified Reservations:</u> Any reservation obtained under false pretenses will be subject to forfeiture of advance payment, deposit and/or rental money, and the Renter will not be permitted to check in.

<u>Cancellations</u>: Cancellations made 90 or more days from the date of check-in are subject to a 25% forfeiture of the reservation amount. Cancellations that are made less than ninety days prior to the check-in date will forfeit the full reservation deposit unless other arrangements can be made between Renter and BLL, including BLL's ability to re-rent for the reservation period at the same rate. BLL will make every effort to accommodate Renter on a case-by-case basis. No-shows will receive no refunds. Renter may also choose to protect their travel plans with **Worry-Free Bookings**. By booking on-line and paying a fee equal to 10% of the reservation cost, **Worry-Free Bookings** reimburses Renter if a cancellation occurs 14 days before the booking arrival date due to illness (including Covid-19), injury, death, or other health condition. <u>Please click here for details, terms, and conditions of Worry-Free Bookings</u>.

<u>Damage Remedy:</u> Renters and their Guests are responsible for any damages which occur during their stay. Please contact BLL to report any damages. If unreported damages are discovered after Renter departs, BLL will make every attempt to contact Renter to discuss and resolve. The Renter's credit card stays on file 120 days after reservation and will be used to recoup any damages if other arrangements have not been made.

<u>Term of Rental Period:</u> The Rental begins at 4PM CST on the check-in date and ends at 10AM CST on the check-out date.

<u>Maximum Occupancy:</u> The maximum number of guests for this property is limited to four (4) persons in each Suite and twelve (12) for the Lodge at any time. If Renter exceeds the maximum occupancy, Renters and all their Guests are subject to immediate removal and forfeiture of the rental payment.

Smoking: This is a NON-SMOKING property. Smoking is prohibited in all lodging facilities in the State of Wisconsin per State Statute 101.123, and within any of the buildings on the grounds of BLL. Any Renter or their Guests found to have been in violation of the statute/policy will be charged a \$250.00 cleaning fee.

<u>Pets:</u> Pets and other animals are not permitted on the BLL property. Violations of the policy will result in additional cleaning fees. Exceptions for hunting dogs may be made with prior approval of BLL and completion

of a Pet Addendum to the Agreement.

<u>Hold Harmless and Indemnity:</u> BLL shall not be liable for any damages and/or injury to Renter and/or their Guest(s), or their personal property due to Renter's acts, actions, or neglect. Renter agrees to hold BLL harmless against any claim for damage and/or injury due to Renter's act or neglect or their Guest's act or neglect.

<u>Weather/Acts of God:</u> BLL is not responsible for any weather conditions or acts of God or nature that happen during Renter's stay on premises and no refunds will be made, including loss of power due to inclement weather.

<u>Unforeseen Conditions:</u> If any unforeseen conditions or problems with the property arise prior to or during Renter's stay, BLL reserves the right to either refund Renter's payment pro-rated or place Renter in a comparable space with the same amenities. Such unforeseen conditions include but are not limited to storms, vandalism, flood, etc. BLL assumes no responsibility for such unforeseen conditions.

Access: Renter agrees to allow access to the property to BLL and its agents upon notice by phone or in person. Agents include but are not limited to property management, plumbers, electricians, pest inspection, etc. BLL reserves the right to inspect the premises and interior upon notice to the Renter. Renter agrees not to deny access. If Renter refuses to allow access to BLL or any agent designated by BLL, BLL reserves the right to terminate the Renter's agreement and Renter will immediately vacate the premises upon demand by BLL and will forfeit the rental payment.

<u>Safety:</u> BLL shall not be responsible for the loss or damage to property or injury to persons, occurring in or about the premises, by reason of any existing or future condition, defect, matter, or thing in the premises or for the acts, omissions, or negligence of other persons or renters in and about the premises. Renter agrees to indemnify and hold BLL harmless from all claims and liability for losses of or damages to property or injuries to persons occurring in or about the premises. Renter acknowledges and agrees that they are responsible for the safety of themselves, their guests, and their children with respect to the premises, dock area and lake. Renter acknowledges and agrees to hold harmless from any injuries or death to them or their Guests. It is understood that there is no lifeguard, and that supervision is their responsibility. Some flotation devices are made available, but assurance of their individual suitability or performance is not given. Absolutely NO jumping or diving from the Boathouse or dock.

<u>Illegal Drugs</u>: Under no circumstances shall illegal drugs be allowed on the property. Renter understands that possession and use of any such substance is grounds for immediate eviction and forfeiture of payment.

Renter Responsibility: Please be respectful of other guests and our neighbors including noise, playing of loud music. Renter may only cook in specific areas for cooking. No open fires are allowed other than in the grill or outdoor fire rings. The grill must remain in the open area on the patio, away from trees, buildings, etc. All fires must be thoroughly extinguished before leaving unattended.

Accommodations: All furniture, furnishings, boats, boating/fishing equipment, appliances, grills, cooking and serving utensils, and other property of BLL shall be left in good order and repair by the Renter. If Renter fails to leave such property in good order and repair, BLL may repair or replace and charge Renter's credit card on file for the cost of property. Renter must not alter, change, remove or add to the premises.

<u>Parking:</u> Vehicles may be driven only on the paved and gravel driveways and must be parked in the parking area provided. Please do not park on lawn in front of the Lodge due to the septic system location. Snowmobilers please do not operate snowmobiles on bare asphalt on the driveway.

<u>Maximum Occupancy/rate:</u> The maximum number of guests for this property is limited to four (4) persons in each Suite at a maximum rate of \$350 per night. The Lodge is limited to twelve (12) occupants at a maximum rate of \$1,000 per night. If Renter exceeds the maximum occupancy, Renters and all their Guests are subject to immediate removal and forfeiture of the rental payment.

Boaters Safety:

WISCONSIN LAW REQUIRES:

- All vessels (including canoes, kayaks, and paddleboards) must have at least one USCG-approved wearable life jacket for each person on board.
- All vessels 16 feet or more in length must have one USCG-approved throwable personal flotation device onboard that is immediately accessible.
- Every person on board a personal watercraft must wear a USCG-approved life jacket. Sailboards and windsurfers are exempt from life jacket requirement but are highly encouraged to wear one.
- Federal law requires children under the age of 13 to wear a USCG-approved life jacket while underway in an open vessel on federally controlled waters.

In Case of Emergency: Fire: 911 Ambulance: 911 Police: 911

Butternut Lake Lodge N16517 Lakeshore Drive Butternut, WI 54514