

Oak Haven Lakeside Cottages

Policy: Guest Rules, Regulations, Information

These *Oak Haven Lakeside Cottages* (Oak Haven) regulations and guidelines are established to ensure the safety and enjoyment of all of our guests so that you may have a relaxing and memorable vacation. Please ask for clarification if you have any questions. Reservation Holder and his guests party agree to abide by all the rules and regulations of Oak Haven at all times while at the property, including, but not limited to, the general rules of Lake Murvaul. Oak Haven reserves the right to amend the rules and regulations as needed.

Please notify us immediately if the property appears dirty or damaged at check-in, or with any other concerns as they occur, so we can do our best to address them. If you need anything during your stay, please let us know. We hope to accommodate you to the best of our ability.

If the Reservation Holder and/or guests choose to breach this agreement and/or violate any of the Oak Haven rules and regulations, including the regulations governing Lake Murvaul, behave in a manner that might injury a person or cause property damage, or harm the reputation of Oak Haven, this agreement may be terminated by Oak Haven and its owners. Any person causing damage or injury to another person, property, boats, piers, equipment, cottages, or other structures that are part of or near Oak Haven will be held liable and is subject to eviction from the property. The Reservation Holder is ultimately financially responsible for any damages or injuries. Notice of termination will be given to Reservation Holder in person or a written notice sent to his stated address or email address. At time of the termination notice, guest will promptly pay any balances owed to Oak Haven and depart the property, removing all of his/her personal property and belongings. Failure to remove his/her property promptly from Oak Haven will signify an abandonment of his/her personal property. Abandoned property will then have a lien against it for any money owed to Oak Haven by the evicted Reservation Holder. Oak Haven will have the right to dispose of /or sell the property.

Rates:

December – February \$125 night, \$625 week

March – November \$145 night, \$725 week

Rates are based on occupancy of (4) guests. Additional person charges of \$10 per day and \$50 per week for persons 12 years and older. No extra charge for children under 12 years old.

\$10 per night, per pet

Rates are subject to change without notice.

No more than (8) guests allowed with a maximum of (6) adults.

Minimum 2 night stay on weekends (weekend includes a Friday or Saturday night stay) (Thurs/Fri, Fri/Sat, Sat/Sun)

Minimum 3 night stay during holiday weekends.

6 % Hotel Occupancy Tax is in addition to the rental rate.

Maximum Occupancy:

The maximum number of guests is limited to eight (8) persons with a maximum of (6) adults. Rates are based on occupancy of (4) persons. Large groups are not allowed.

Ages of Guests/Guest Count/False Pretenses:

All Reservation Holders must be 21 years of age or older. Other guests under the age of 21 may be part of the Reservation Holder's party (friends, family, responsible adults), with the understanding that the Reservation Holder is financially responsible for any damages caused by the guests in his or her party. Proof of age is required. The Reservation Holder, who is an adult over the age of 21 must occupy the cottage during the entire reservation dates. The Reservation Holder must verify every member of your party (this includes pets) when making your reservation and ensure that the total guest number is within the limits of total guests allowed in that particular cottage. No unregistered overnight guests are allowed. Reservations made under False Pretenses will constitute a violation of the Rental Agreement. All guests will be evicted from the property without refund. If violation is made prior to check in, deposit or payments made will be forfeited. Please notify management of any guest count changes at least 24 hours prior to arrival and/or check-in.

Check-in/Check-out:

Check in time is **3pm**. Check out time is **12pm (noon)**. Early check-ins and/or late check-outs may be considered if the cottage is vacant of the day of arrival and it does not interfere with the departure or arrival of another guest or the owner. Management must be given advance notice for / and approve early arrival/late departure requests to avoid additional charges.

Property Entry:

Oak Haven offers self check-in (Guests go directly to cottage). Oak Haven will send the Reservation Holder an email confirmation that will include directions to the property. The email will also include a keypad code and instructions on entering the cottage. Guests are not allowed to enter the cottage prior to check in date. Instructions will also include check out procedures. Guests will be charged \$50 per hour for failing to depart the cottage at check-out time. An additional night stay will be charged for failure to depart by 2pm.

Reservation and Payment Requirement:

Oak Haven accepts: cash, bank/cashiers checks drawn on major US banks, money orders, business/personal checks, traveler's checks. Checks should be made payable to: "*Oak Haven Lakeside Cottages*". Credit cards are also accepted using Paypal through our website: www.oakhavenatlakemurvaal.com

Returned Checks:

A \$30 service charge will be incurred for any returned check.

Deposit Payment:

A 50% Reservation Deposit, along with the required Security/Damage Deposit and signed Rental Agreement, will hold the reservation. The Reservation Deposit, Security/Damage Deposit, and signed Rental Agreement is due immediately, and must be received within (7) days after making your reservation. A confirmation e-mail will be sent to you when we receive these items. The deposit payment will be used for cancellation fees or changes to reservation fees.

Security/Damage Deposit:

In addition to the Reservation Deposit, a \$100 Security/Damage Deposit is required (\$150 if bringing a pet) and must be received at least (7) days within the time of booking your reservation. This deposit is in addition to the cottage reservation rate and is fully refundable within (7) days of check out, provided the following requirements are met:

- No damage/theft to the cottage, its contents, and property other than normal wear and tear.
- Kitchen is clean, all dishes, etc have been washed and placed in drying rack or in cabinet
- Furniture, games, amenities (inside and out) have been put left where you found them and in the same condition
- All garbage, debris, litter, cigarette butts have been picked up and bagged and placed in garbage cans
- Thoroughly clean up inside and out (leaving the property as you found it)
- No linens, towels, etc have been damaged or lost
- No unauthorized early check in or late check out
- Cottage is left locked, doors/windows closed, keys left per instructions
- Guests haven't been evicted by Oak Haven representative or law enforcement due to non-compliance with written Rental Agreement
- Hasn't been smoking inside the cabin and all butts have been discarded in appropriate receptacles
- All rental fees have been paid in full prior to departure
- No charges have been incurred due to pets, contraband, rents, etc

Final Payment/Balance:

Final Payment/Reservation Balance is due on or before reservation arrival date as follows: Balance paid per check must be received (14) days prior to check-in date. Cash, cashier's check, or money order payment balance (exact amount of balance) can be paid upon arrival/check-in date. Credit card payment through Paypal must be paid at least (48) hours prior to arrival. Please note that checks can not be accepted on the day of check-in. If guest fails to make final payment as described above, he will not be allowed to check in.

Reschedule Policy (Changing Dates):

A one time "no fee" courtesy rescheduling of reservation is offered if reservation is rescheduled (14) days or more prior to check in date. Additional changes to your reservation is allowed for a \$25 fee each time you change, provided changes are made (14) days prior to check in date. (There will not be a charge if adding additional days to your stay).

In the unfortunate event that you must change your reservation dates less than (14) days prior to check-in date, we will apply a cancellation fee of a (1) night stay fee or 30% (whichever is greater), in addition to the \$25 fee for moving a reservation date.

Cancellation Policy:

If guests unfortunately have to cancel a reservation, the following charges will apply: *Written notice required (per email ok).

Prior to reservation check-in date:

(30) days or greater: \$25 fee – (reservation deposit will be refunded minus the \$25 fee)

(15 - 29) days: \$50 fee – (reservation deposit will be refunded minus the \$50 fee).

(14) days or less: full reservation deposit will be forfeited – (no refund)

(Security/Damage deposit will be fully refunded.)

Sorry, no discounts or refunds for early departure.

Cleaning /Check Out Procedures:

Please clean kitchen prior to check out: (wash counter tops, sink, remove your items from the refrigerator, clean microwave and stove). Please wash all dishes and either place in the drying rack or in the cabinet. The BBQ grill should be cleaned after use. Empty all inside trash containers into the outside garbage can. All trash cans should have a liner. Before leaving, please turn off all lights, heater/air conditioner, fans, etc and make sure all windows and doors are closed.

Loss of Security/Damage Deposit:

Guests agree that the property must be left in clean and undamaged condition. Guests also agree to follow all check-in and check-out procedures and understands that failure to follow the stated check in and check out procedures may result in loss of all, or part of the security/damage deposit. You will be charged the following fees if they occur:

- Smoking inside cabin \$100
- Damage to furnishing/appliances - replacement cost of damaged furniture/appliance
- Excessive cleaning of cottage necessary after guest stay \$75
- Cleaning fish inside cottage \$50

Forfeiture/Eviction:

Reservation Holder and all other occupants/guests will be required to vacate the property and forfeit both the rental fee and security deposit if any of the following apply:

- Occupancy differs from those listed on the contract
- Any illegal activity while on the property: including, but limited to, illegal drug use, serving/consumption of alcoholic beverages to minors, unlawful behavior or acts, violation of any law or ordinance county, state, and federal laws
- Damage/theft caused to the property and/or contents or to neighboring properties
- Any other acts which interfere with owner's, other guests, and not neighbors' right to quiet

Property Damage:

The cottage and property is expected to be left in clean and undamaged condition upon check out. The Reservation Holder is solely held liable and financially responsible for any damage to the cottage, contents, and/or property that occurs during their stay, and accepts responsibility for all guests/invitees in his/her party. This includes any and all damage beyond normal wear and tear that is caused through abuse or negligence. With the acceptance of the Rental Agreement, the Reservation Holder authorizes Oak Haven and its owners to charge for such damages, repairs, or special cleaning required.

If extensive damages occur, the owners of Oak Haven have the right to criminally prosecute the Reservation Holder and his/her guests.

Pets:

Responsible pet owners and their well-behaved pet companions are welcome. Dogs and/or cats only are allowed. A maximum of 3 pets are allowed. Guests agree to pay a \$10 per night, per pet fee. Only completely housebroken, pest free, well-behaved, and current vaccinated pets are allowed. Guests are encouraged to bring your pet's bedding, crate, blankets, toys, and scooper/waste bags. Guests are required to immediately dispose of pet residue from the yard and place in outdoor garbage cans. Guests must be in full control of their pets at all times, and are fully responsible for their pet's behavior. Pets are not allowed to roam. Pets must not be a nuisance to other guests or neighbors. Pets exhibiting noisy, aggressive, endangering, damaging, or other disturbing behaviors will not be tolerated, and will be required to leave the property along with their owner, with no refund. The guest will be charged for any damage that does occur or for any extra cleaning required due to the pet owner's negligence. This cost will be deducted from the security deposit. When outdoors, pets must be secured by leash, tether, dog run, or kennel. A complimentary 10x10 kennel is available for use. Guests agree to pay for any damage to deck areas/structures due to tie out mechanisms. Any unattended pet inside cabin must be crated. Pets must be completely dry before entering the cabin. They are not allowed on furniture or bedding. The guest is required to remove any pet hair from the cabin. Guests who bring additional or unreported pets onto the property will be charged a minimum of \$20 per pet/per night plus tax.

Illegal Drugs/Alcoholic Beverages:

No illegal drugs are allowed on the property. Guests carrying or using illegal drugs will be evicted from the property without refund and the Rental Agreement will be terminated. Only guests of legal age are allowed to consume alcoholic beverages on the property.

Non-Smoking:

Absolutely NO smoking is allowed in cottages. Evidence of smoking in cottages will result in a \$100 fee. Smoking is permitted in outdoor areas only (includes decks, porches, screened areas). DO NOT throw butts/matches in the yard or lake. This will result in partial loss of security deposit. Please safely dispose of butts/matches in the provided ashtrays and labeled receptacles. DO NOT throw in garbage cans for fire prevention.

Noise/Disruptive Behavior:

Please be respectful of other guests and neighbors. No disruptive behaviors allowed (parties, loud music, excessive cursing, excessive noise, speeding, discharging firearms of any kind, no ATVs). Quiet hours are 10pm to 7am. Exceptions for Holiday celebrations, etc (July 4th, New Years Eve)

Any guest displaying disruptive or offensive behavior of any kind will be asked to leave the property without refund.

Theft:

No theft of any kind will be tolerated. Oak Haven will prosecute to the full extent of the law any Guest who is found removing, stealing, or selling any item from the property. No exceptions.

Acts of God:

Oak Haven and its Owners are not responsible for any Acts of God or conditions/circumstances beyond the Owner's control including but not limited to: road maintenance, poor fishing conditions, inclement weather of any kind, strikes, war, damage from trees/falling limbs, wind, storms, fire, etc. No refund or monetary compensation will be provided for such circumstances.

Repairs/Service Calls:

Guests are required to notify management immediately after check in regarding any non-working or defective equipment/units or damage/problems with your cottage. If unreported, it is assumed that the damage has occurred during your stay, therefore, you will be charged for such damages. Unforeseen mechanical failures may occur (air conditioning, appliances, TV, power outages, etc) . No refunds or discounts will be given for mechanical failures. Oak Haven and its Owners cannot guarantee against such failures, but promises to make every effort to replace or repair failures in a timely fashion. If Guest does not contact management regarding mechanical failures, Oak Haven will not be responsible for shortened stay, early departure, inconvenience/discomfort, or any interruption in stay caused by neglecting to notify management of such issues and failures. Please contact management if maintenance needs occur during your stay. Guests will be held financially responsible for any service calls required resulting from your misuse or neglect of cottage equipment and/or appliances.

Right of Entry:

Oak Haven, its Owners, and Management has the right to enter the rented cottage at any time found necessary to make repairs, investigate disturbances, check damages, check occupancy, etc. Every attempt will be given to notify Guest prior to entry.

Cleaning Fish:

Oak Haven provides a fish-cleaning table with running water for guest convenience. Please return fins, heads, scales, guts, etc to the lake water. DO NOT dispose of these items in garbage cans, on the ground, or in the woods. Please place soiled or blooded clothing in bags, not on the floor or on furniture. DO NOT clean fish in cottage.

Furnishing/Furniture:

All cottage furniture and furnishings are to remain in place to avoid damaging walls and floors. Rearranging of furniture and/or damage to walls/floors will be subject to loss of deposit.

Firearms:

No discharging of firearms is allowed. Only legally owned firearms are allowed on the property and guests carrying firearms must adhere to state and local laws.

Fireworks:

Fireworks are allowed during the 4th of July holiday and New year's Eve holiday only. They must be used on the dock or edge of lake only. Please use extreme caution. Please clean up all trash and debris following fireworks. The Reservation Holder will be financially responsible for any and all damage or injury caused by his/her party's use of fireworks. Oak Haven and its Owners are not held responsible.

Parking:

Please park in designated areas only. Only temporary parking on the lawn is permitted for loading/unloading.

Campfires:

A fire ring is provided for your enjoyment. All campfires are restricted to inside the fire ring, and must be kept at knee level or below. Guests who choose to have a campfire, agree to use common sense and extreme safety. Please take extra precautions during windy conditions and NEVER leave your fire unattended. Please watch all children around the campfire. Guests, not Oak Haven or its Owners, are responsible and liable for any damage or injuries resulting from campfires. A small amount of firewood will be provided for Guest use. Guests are allowed to bring their own firewood. Absolutely no trees, limbs, shrubs, etc are to be cut or trimmed at any time. Guests ARE allowed to gather downed tree limbs and branches for your campfire. Only wood is allowed to be used for the campfire. No glass, metal, or other debris is allowed in the fire ring. Such use of these materials will result in partial loss of security deposit. Guests are not allowed to construct additional fire rings on the property. The County issues mandatory burn bans in times of drought. Guests are required to adhere to such laws regarding outdoor burning. All campfires are to be fully extinguished if left unattended.

BBQ Grills:

Although a BBQ grill is provided, guests are welcome to bring your own grill. Charcoal and lighter fluid is not provided, therefore guests need to bring your own. Guests are responsible for cleaning the BBQ grill prior to check out. Absolutely NO grilling inside

of cottages. Guests will be held liable for any damage or injury caused by grilling, not the owners of Oak Haven. By signing this agreement, you are agreeing to these terms.

Tents:

Tents and screens are allowed on the property with advance permission and authorized areas only.

Pests:

As pests are expected to be encountered in the lake area, no refund will be given due to the presence of typical lakeside pests and creatures.

Fire Extinguishers/Smoke Alarms:

Fire extinguishers are located in the kitchen and outside near the BBQ grill, and are to be used for emergencies only. Please notify management immediately if fire extinguisher is not fully charged. Smoke alarms are installed in all cottages and are believed to be functioning properly. Guests should notify management immediately if a smoke alarm is “chirping” or exhibiting signs of a low battery.

Linen Exchange/Maid Service/Linens/Supplies:

Oak Haven does not provide a daily maid service, however a linen exchange is available for extended stay guests. Use of bath towels, washcloths, hand towels, kitchen towels, linens, pillows, blankets, etc are provided. These items are not permitted to be taken outside of the cottage. (Please bring your own blankets, beach towels, etc for outdoor use if desired). To request fresh linens through the linen exchange, please call one of the Oak Haven contact numbers. Otherwise, dirty linens should remain in your cottage. Please do not leave wet towels, etc on the floor or the furniture; instead, utilize the towels racks provided. A reasonable amount of toilet paper, paper towels, garbage bags, dish soap, soap, shampoo, etc is provided for your convenience. Guests will need to provide your own supplies if additional amounts are needed.

Calls:

Oak Haven does not provide telephone service. Please bring your cell phone for all calls, although you can expect cell signal strength to vary in this area.

WiFi:

Free Internet WiFi is available, although not guaranteed, as signal strength varies.

What to Bring:

Guests should bring your food, drinks, toiletries, beach towels, aluminum foil, ziploc bags, condiments, sunscreen, first aid, folding chairs, insect repellent, fishing gear, bait, lifejackets, charcoal/lighter fluid.

Water and Septic:

Oak Haven operates on a community water system and private septic system. The mineral content in the water can be high. During a drought, the water may have an odor but is safe for consumption. Although the septic system is effective, it will clog if improper material is poured down the drain or flushed. Please do not flush anything other than toilet tissue at any time. Do not dispose of sanitary items in the toilet. Please do not pour grease/oil or any other clogging agents down the drains. If the septic system becomes clogged due to above stated precautions, you could be charged damages and/or forfeit a portion of the security deposit.

Miscellaneous Rules/Information:

- No littering.
- Vehicle and boat washing is not permitted.
- Be sure outdoor trashcan lids are tightly secure to prevent wildlife from scattering garbage.
- Double bag all food before placing in trashcan.
- There is no lifeguard on duty. Guests swim at their own risk.
- Keep doors and windows closed when the heater or air conditioner is on.
- Prior to launching your boat into Lake Murvaul, please make sure your boat and trailer are clear of all vegetation and weeds.
- Boats can dock at our private pier, but not launch from our property. There are several public boat launches nearby.
- Your cottage has been stocked with the necessities you will need. Items have been counted and inventoried. You will be charged for any missing items upon checkout.
- Oak Haven and its Owners are not responsible for stolen or lost personal items.
- The Reservation Holder is responsible for everyone in your cottage and for insuring that the rules and regulations are being followed. If not followed, both you and your guests will be asked to leave – no exceptions or refunds.
- Obey all fishing and hunting regulations and laws.
- Oak Haven Lakeside Cottages and its Owners are not responsible for guest's personal items that are left on the property. Personal items can be shipped to guest at a \$20 fee plus shipping charges

Risks To Be Aware Of:

The property and amenities at Oak Haven are for the enjoyment and convenience of our guests, but all guests using these facilities and equipment do so at their own risk. These are some risks we want you to be aware of so that you may take extra precautions against:

- Steps and stairs: Stairs can be very slippery. Please use handrails, supervise children, seniors, and pets.
- Watch your step near the lake bank, as it can be unstable.
- Practice water, boat, and pier safety. Life jackets are available as needed and must be worn in accordance with the laws while boating.
- Watch for bees, wasps, ants, mosquitoes (use insect repellent), poison ivy, snakes, spiders.
- Use sunburn protection.
- Piers and boats can be very slippery when wet. Please take extra precautions to avoid injury.
- Supervise children off ALL ages at ALL times! The lake area can be dangerous and drowning can occur. There is no lifeguard on duty. Please do not let children roam alone. Supervise at all times. Children who are playing near the lake are encouraged to wear a life jacket.

Indemnification and Hold Harmless Clause: *Reservation Holder assumes sole responsibility for themselves and for every guest member of their party, as follows:*

Reservation Holder is solely responsible for the welfare and safety of himself/herself and/or guests, and is responsible for any injury or accident to any person or loss by any person, related to guests use of facilities, property, recreational activities, equipment, amenities, or any natural part/structure (lake, trees, rocks, etc) located on and around the property and holds Oak Haven Lakeside Cottages and its Owners harmless.

Reservation Holder agrees to release, indemnify, and hold harmless Oak Haven Lakeside Cottages and its Owners from and against all liability including injury to the Reservation Holder and to any member of his guest party resulting from any use of cottage, structure, open space, lake, lake access, pier, equipment, amenity, or any other property of any kind, nature, or cause whatsoever. This specifically includes, but is not limited to, use of lake, appliances, BBQ, hot tub, fire ring, boat, canoe, pier, boat dock, raft, tubes, lifejackets, play sets, or other recreational equipment whatsoever that is available on the property.

Oak Haven Lakeside Cottages and its Owners are not liable whatsoever for damage, loss, or injury to guests or their personal property due to water, wind, flood, fire, theft or any other cause of loss, or for any temporary disruption, inconvenience, stoppage in utilities (water, gas, plumbing, electricity,), or for reasons beyond our control such as Acts of God, natural disasters, or weather conditions.

Reservation Holder will be held liable for any damages and Cottage rental time lost due to abuse and/or negligent use of the Cottage and contents.

Reservation Holder assumes full responsibility for the risk of injury or loss related to any recreational activity participated in by himself or his guests.

Reservation holder (guest), his/her heirs, assignor, administrators, executors, including those by third party, agrees to INDEMNIFY and hold Oak Haven Lakeside Cottages and its Owners harmless from any and all claims or suits, liability, demands, or damages, related to guests occupancy and/or use of property, premises, amenities/equipment, and personal property or personal injury, loss of life to themselves, guests, family, invitees, or any other persons or property loss by any cause whatsoever.

In any legal action concerning the liabilities, rights, or duties of the parties of this Agreement, their agents, principals, assignees, or successor, the prevailing party will be entitled to recovery of reasonable attorneys/court costs and fees.

Reservation Holder agrees to pay all attorneys' fees, expenses, and reasonable costs incurred by Oak Haven Lakeside Cottages and its Owners to enforce the Rental Agreement.

This Rental Agreement shall be governed by Texas law. The Reservation Holder agrees that exclusive venue for any dispute or litigation arising between you and Oak Haven Lakeside Cottages and its owners shall be held in Panola County, TX. If any provision or term of this Rental Agreement, in whole or part, is found to be void or unenforceable, the term or provision in concern will be construed as valid, and can be enforceable to the maximum extent allowed by law. Therein, the remainder of this rental agreement will remain in full force and in full effect.