

*The Everett, LLC
1269 Everett Road
Eagle River, Wisconsin 54521
Phone: (715) 891-4111
Email: theeverettresort@gmail.com
Website: theeverett.net*

RESORT RULES AND POLICIES

False Information Provided. Any reservation obtained under fraudulent or false pretenses or using false, fraudulent or misrepresented information, shall be cancelled without notice and individuals will not be permitted to check-in. In the event guest has already check-in, guest's reservation shall be immediately cancelled, and guest shall be required to leave the resort property immediately. Any and all rental accommodations deposits paid, or payments made relating to or arising out of the use of fraudulent, false, or misrepresented information or activity shall be deemed a violation of The Everett, LLC's Vacation Rental Accommodation Contract, the Terms & Conditions Agreement or the resort rules and policies therein and may, result in the immediate cancellation of guest's reservation. Any and all reservation accommodation deposits paid, or payments made are 100% Non-Refundable in the event of cancellation or regardless of who cancelled or the reservation. No refunds or credits shall be provided.

Age Restriction for Reserving and Renting Accommodations. The Everett, LLC requires that a duly authorized guest be at least twenty-five (25) years of age to reserve any vacation rental resort property owned and operated by The Everett, LLC. The Everett, LLC requires that all guests provide proper legal identification at the time of check-in. Any false or fraudulent misrepresentation of this requirement by any guest shall be deemed a violation of The Everett, LLC's Vacation Rental Accommodation Contract, the Terms & Conditions Agreement and the resort rules and policies therein and may, result in the immediate cancellation of guest's reservation. Any and all reservation accommodation deposits paid, or payments made are 100% Non-Refundable in the event of cancellation or regardless of who cancelled the reservation. No refunds or credits shall be provided.

Reserved Premises vs. Resort Common Areas. The Everett, LLC is a limited liability company that owns and operates a multi-building vacation rental resort commonly known and referred to as The Everett resort property. Each building or vacation rental accommodation upon the Everett Resort property is rented and reserved. While guests have exclusive use of their designated rental accommodations, The Everett, resort grounds are common to all Everett guests with respect to the piers, beach, outdoor grill area, sidewalks and pathways and shoreline.

No Subletting of Premises. Guests are not permitted to sublet their reserved premises or accommodations.

The Marina Bar. The Marina Bar while located upon the property owned by The Everett, LLC, is a separate legal entity that is open to the public at large which of course, includes all Everett, resort guests. The Marina Bar is open on a seasonal basis which is dictated by weather conditions. The Marina Bar owners and management do their best to remain open as late and as early into the seasons as possible however, its hours are determined by the Marina Bar Management and cannot be guaranteed by The Everett, LLC. During Peak Season, The Marina Bar will generally be open from 11:00 a.m. until 11:00 p.m., although Marina Bar management reserves the right to alter business hours at their discretion. The Marina Bar requires all patrons and customers provide legal and proper photo ID in order to be served alcohol, so please be advised that this policy applies and extends to guests staying at The Everett resort as well. Marina Bar policy also requires that after 9:30 p.m., no one under the age of twenty-one (21) is permitted to enter or remain in the bar. This policy also extends to guests staying at The Everett, LLC.

Guest Parking. Each vacation rental building has assigned and designated parking spots. Additional guest parking is available in The Everett's "East Parking Lot" located on the east side of Everett Road. All boats and boat trailers unless docked or in use, must be parked in the "East Parking Lot" in the areas clearly identified and designated for

specific use. The Marina Bar leases portions of The Everett, LLC's "East Parking Lot" for patron parking. Marina Bar Parking is clearly identified so we ask that guests staying at the Everett be courteous and not park in those areas designated for Marina Bar patrons.

Piers/Boat Slip. There are three (5) private piers located upon The Everett Property. (2) piers are reserved for the overnight use of The Everett guests only. The remaining (3) piers are overnight use but are available to The Everett guests and Marina Bar patrons. Overnight mooring of boats on the (3) Marina Bar boat slips is prohibited. Each vacation rental building is issued a specific number of assigned boat slips for overnight mooring of boats by guests. The boat slips are clearly marked for each vacation rental unit. Guests are not permitted to park boat trailers and boats in The Everett's Main Parking Lot. All recreational vehicles, watercraft and trailers are required to be parked, when not in use or when docked at a pier, in the Everett's East Lot and only in the areas of the parking lot properly designated.

Please exercise due care by keeping valuables left in your vehicle out of plain view.

Boat/Watercraft Rentals. St. Germain Boat Rentals, LLC, is a boat and watercraft rental business that operates upon The Everett resort property. Pontoons and paddleboards are available for rental to Everett resort guests, occupants and invitees. Individuals wishing to rent a boat or other watercraft must provide legal and proper identification. If you wish to reserve a boat or other watercraft during your stay at The Everett, we strongly recommend that you do so at the time you book your resort reservations as watercraft is limited and will be rented on a first come first serve basis. Watercraft rentals can be reserved by calling St. Germain Boat Rentals, LLC at (920) 639-3590.

Garbage and Waste Disposal. Guests must dispose of all waste material generated during the rental period in a lawful manner by placing items in the recycling and waste disposal bins located near the main parking lot.

Indoor Fireplaces. Although fire itself is contained within the fireplace insert, the fireplace itself can heat to a high temperature. At all times, the gas fireplaces should be used with caution and used only when an adult shall be present in the room. Reasonable care must always be exercised when children are present. The fireplace must be turned off when the last adult retires for the evenings. The fireplace shall always be off when the building is unoccupied, or an adult is not present.

Disposing of Food Particles, Cooking Oils and Feminine Products. To avoid damage to the septic system, please do not dispose of food items or particles or cooking oils by rinsing them down the sink. All food items, particles, remnants, should be disposed of by placing them in the refuse or waste receptacle. All cooking oils should be placed in a container after use, cooled and then placed in the garbage receptacle. Dish soap, body soap, shampoo and conditioner should be used sparingly as long-term use of such products can be damaging to septic systems. Please do not flush feminine hygiene products down bathroom toilets, dispose of such items by placing them in the covered refuse receptacles located in the bathrooms.

Maximum Occupancy. Maximum Occupancy shall be strictly enforced. Occupancy exceeding the maximum number of occupants specified and posted within each building, shall result in guest being assessed a fee in the amount of twenty dollars (\$20.00) per person/per night for each person in excess of the maximum occupancy.

Special Events. All "Special Events" require advance approval by The Everett, LLC and may be subject to a Special Event Fee. Special Events utilize a greater portion of the resort's resources and limits the use and enjoyment of the resort by other resort Guests. For this reason, all special events must be approved by The Everett, LLC and shall be charged a Special Event Fee which is calculated and determined based on the type of event, size of event and the expected number of occupants attending. Any Special Event that takes place upon the Everett resort property requires that all guests, occupants and invitees comply with the terms, conditions and provisions set forth in the Everett, LLC Vacation Rental Accommodations Contract, the Terms and Conditions Agreement and the resort rules and policies therein. Special Events may be subject to additional contractual agreements which also require guest signatures. Special Events occurring without written approval by The Everett, LLC shall be charged a penalty equal to 2x the total amount of what the Special Event Fee would have been had approval been granted by The Everett, LLC. For further information regarding special events, please contact the Everett, LLC directly at (715) 891-4111.

Adherence and Obeying of Quiet Hours. Quiet hours begin at 11:00 p.m. and continue until 8:30 the following morning. Noise shall be kept to a minimum during quiet time. Guests must be good neighbors respecting the rights of the surrounding property owners as well as other individuals staying upon or visiting The Everett, LLC. Excessive complaints of noise or the endangerment of the health and safety of neighbors or other individuals staying upon or visiting The Everett, LLC may result in law enforcement being called to the premises. Failure by any guest, occupant, or invitee to cure a complaint or a verbal or written cease and desist request by The Everett, LLC, or requests or direction from law enforcement, shall be deemed a violation of The Everett's Vacation Rental Accommodation Contract, the Terms & Conditions Agreements and the resort rules and policies therein and may, result in the immediate cancellation of guest's reservation. Any and all reservation accommodation deposits paid, or payments made are 100% Non-Refundable in the event of cancellation regardless of who cancelled the reservation. No refunds or credits shall be provided.

Smoking Allowed. Smoking is strictly prohibited inside any building or structure located upon The Everett, LLC property. Smoking is permitted outdoors however, only in areas clearly marked as "Designated Smoking Areas". Many of the buildings upon The Everett resort property are over 100 years old. Let's ensure that they will still be around 200 years from now for the next generations to enjoy! Failure by any Guest, occupant or invitee to comply with the no-smoking policy of The Everett, LLC, or to cure a verbal or written cease and desist request by The Everett, LLC shall be deemed a violation of The Everett's Vacation Rental Contract, The Everett's Terms and Conditions Agreement and the resort rules and policies therein and may result in a \$250.00 penalty and may, result in the immediate cancellation of Guest's reservation. Any and all reservation accommodation deposits paid, or payments made are 100% Non-Refundable in the event of cancellation regardless of who cancelled the reservation. No refunds or credits shall be provided.

Utensils and Consumables. The Everett provides bedding, linens, pillows, a crock pot, cookware, dinnerware, glassware, cutlery, kitchen knives and other commonly used kitchen gadgets. Guests must bring their own towels as towels are not provided by The Everett. Toilet paper, soap, dish detergent, laundry soap, shampoo and other consumables must also be purchased by guests. No reimbursement is made for any unused personal products or articles left behind on upon the premises, so please remember to bring any unused items with you when you leave. Any personal products or articles located upon the premises upon guest arrival, are free to be used by incoming guests.

Vacation Rental Use Only. Guest expressly acknowledges and agrees that The Everett, LLC premises and property shall be used exclusively for transient purposes only and that Guest does not intend to make the property a permanent residence, household or place of abode nor use the premises for business purposes.

Furnishings. Guest shall not remove items from the reserved rental accommodation nor rearrange furnishings inside the premises in any way without permission and assistance from The Everett, LLC management. Inventories are taken by the housecleaning service providers with each house cleaning prior to and after guest's stay. To avoid being charged for missing or misplaced items following occupancy please ensure items are not moved or relocated inside the premises during your stay.

Utility Lapses and Outages. Guest acknowledges that occasional power outages may occur that are beyond the control of The Everett, LLC. In the event such conditions occur, any and all reservation accommodation deposits paid, or payments made are 100 % Non-Refundable and no refunds or credits shall be provided.

Shortened Stays Due to Weather. Guest acknowledges that shortened stays or disappointed expectations resulting from or due to weather conditions may occur. In the event such conditions occur, any and all reservation deposits paid, or payments made are 100% Non-Refundable and no refunds or credits shall be provided.

Shortened Stays Due to Work, Family Emergencies or Other Obligations or Commitments. Guest acknowledges that shortened stays or expectations due to work, family emergencies or other obligations or commitments may occur. In

the event such conditions occur, any and all reservation accommodation deposits paid, or payments made are 100% Non-Refundable and no refunds or credits shall be provided.

Cable TV. Cable tv is provided as a convenience only and is not integral to The Everett, LLC, Vacation Rental Contract or the Terms and Conditions Agreement. Guest acknowledges that Cable TV outages may occur and are beyond our control. In the event of such conditions occur, any and all reservation accommodation deposits paid, or payments made are 100% Non-Refundable and no refunds or credits shall be provided.

Wi-Fi. Wireless internet is provided as a convenience only and is not integral to The Everett, LLC, Vacation Rental Contractor or The Terms and Conditions Agreement. Guest acknowledges that wireless internet outages may occur and are beyond our control. In the event such conditions occur, any and all reservation accommodation deposits paid, or payments made are Non-Refundable and no refunds or credits shall be provided.

Safety Precautions. It is the responsibility of a guests to learn about safety precautions, warning signs of water conditions, and safety procedures applicable and necessary for using watercraft or when swimming or participating in activities inn near or around a lake or body of water. Guest acknowledges and agrees to have a responsible adult supervising minors under the age of 14 while swimming or playing in, near or around the lake. Guests are hereby on notice that the lake can be dangerous, and that guests fully accept the risks involved.

Fireworks/Hazardous Materials. Due to the age of the buildings and the density of the wooded areas, fireworks of any kind are strictly prohibited in, upon or about The Everett resort property. This policy shall be strictly enforced. Many of the buildings upon The Everett resort property are over 100 years old. Let's ensure that they will still be around 200 years from now for the next generations to enjoy! Failure by any guest, occupant or invitee to comply with the no-smoking policy of The Everett, LLC, or to cure a verbal or written cease and desist request by The Everett, LLC shall be deemed a violation of The Everett's Vacation Rental Accommodations Contract, Terms and Conditions Agreement and the resort rules and policies therein and may result in a \$250.00 No-Smoking Penalty as well as cancellation of guest's reservation if not cured. Any and all reservation accommodation deposits paid, or payments made are 100% Non-Refundable due to cancellation regardless of who cancelled the reservation. No refunds or credits shall be provided.

Legal Usage. Guests shall use the property for legal purposes only. Any other use including but not limited to, abuse of any person, harboring fugitives, etc., shall result in the immediate cancellation of guest's reservation regardless of who cancelled and any and all reservation accommodation deposits paid, or payments made are 100% Non-Refundable. No refunds or credits shall be provided.

No Animals or Pets Policy Except in Designated Pet-Friendly Accommodations. Animals of any kind are not permitted to be maintained in any lodge, cabin or cottage located upon The Everett resort property grounds except for The Everett's Eisenhower cottage, The Everett, LLC's sole, pet-friendly designated vacation rental accommodation. Guest, guest's occupants or invitees who reserve the Eisenhower cottage may, at the sole discretion and approval of The Everett, LLC while retaining and preserving its right to continue to enforce its no pet policy, may permit a guest to maintain a pet inside the premises of the Eisenhower cottage and in pet-friendly areas of The Everett, LLC resort grounds if all of the following conditions shall be met. See Pet Lodging Rules and Waiver of Liability Addendum for full description of rules and restrictions). Pets shall be limited to non-aggressive dog breeds only. Owner must provide proof that pet is up to date on all vaccines and shots, pet is not listed as an aggressive breed as set forth in the pet-lodging release, pet must at all times be leashed and under the management and control of the pet owner or guest, pet must not have a history of having previously bitten an individual in the past, and guests must agree to and sign a release of liability indemnifying and holding The Everett, LLC harmless for any and all damage and liability to persons or property arising out of, related to or caused by the pet. Guest must agree to be charged a daily Pet-Friendly Lodging Fee in the amount of \$40.00 per day per pet. With the sole exception of The Eisenhower cottage, The Everett, LLC maintains a no animal or pet policy and animal or pets of any kind are prohibited in any other vacation rental accommodation or upon The Everett, LLC grounds. Any violation of the No-Animals or Pet Policy shall result in a Penalty Fee in the amount of \$350.00 being assessed against guest for

violation of The Everett's No Animals or Pets Policy as set forth in The Everett, LLC Vacation Rental Accommodation Contract and Resort Rules and Policies by guest, guest occupants or invitees regardless of whether guest had or did not have knowledge that a pet was being maintained in or upon The Everett LLC property. Guest further agrees that any evidence suggesting that more likely than not, an animal or pet has been or is being maintained upon The Everett, LLC property, shall be deemed evidence sufficient for which The Everett, LLC may assess a No-Animal or Pet Penalty Fee. The penalty fee shall be charged against the guest/cardholder's credit card retained on file.

Assistance or Instructions. Guests are advised that the rental units may contain a gas stove and cook top, gas heating, gas water heaters, etc. Guests should seek instruction and assistance from management if the proper operation of such items is not fully understood. Any gasoline or gas-powered recreational items must be kept outdoors and not brought into any buildings or structures.

Outdoor Firepits and Grilling. Outdoor fires are permitted only in the fire pits that are located on The Everett resort grounds. All fires burning in the firepits must be extinguished by no later than midnight. This policy shall be strictly enforced. Fires may be started in any barbeque grill. The Everett has a covered outdoor grill area with a charcoal barbeque grill. Additional charcoal grills can be found about The Everett resort property and are available for use by all registered guests. Please Note: The charcoal barbeque grills have been placed in low risk areas and should not be moved or relocated to other areas unless such areas are low-risk areas as well.

Security/Safety of Persons and Property. Guests must act consistent with and shall be responsible for their own security and safety during their stay at The Everett. Guests must take all actions necessary to secure and maintain their own safety in and upon the resort property by acting in a prudent manner including but not limited to, keeping rental unit doors and windows locked when not present in the unit, keeping car doors locked and not leaving valuables in vehicles especially, when left in plain sight. Children under the age of 14 require supervision by a responsible adult when at the beach or near the water. Guests are hereby on notice that the lake can be dangerous, and guests fully accept the risks involved.

Personal Property Left Behind. The Everett, LLC will make reasonable efforts to store valuable items left behind by Guests and will make reasonable efforts to contact the Guest for the return of items. Any items not claimed past 30 days shall become the property of the Landlord. The Landlord shall not be held liable for safeguarding or the condition of any items left on the premises following the expiration of guest's reservation.

Air Conditioning and Heating. Guest agrees that AC shall not be set below 70 degrees and heat shall not be set above 75 degrees and the fan setting shall be set on automatic. Doors and windows shall be closed when either heat or air conditioning is in operation.

Examples of Household Items Provided. Our property is equipped with furniture, appliances, cookware, dinnerware, cutlery, linens, bedding and pillows. Some blankets are provided in each rental, but you may wish to bring additional blankets of your own. Guests must furnish their own paper products and any cleaning supplies for daily use. Please feel free to bring any items that you feel are indispensable for an enjoyable vacation.

Repairs. We want your vacation to be just as you anticipated but sometimes repairs are necessary. If such a situation should occur report the issue to our onsite agent. Please be aware that most repairs may require us to contact an outside independent contractor and that at times especially, peak seasons, their availability may be limited. It may be necessary for a contractor or us to enter the reserved premises to make repairs without your knowledge or presence, but every effort shall be made to be as accommodating as possible. In the event a repair is needed please call The Everett, LLC directly at (715) 891-4111.

Cleaning Before Departure. Guest should remove all items from the refrigerator. Dispose of garbage and recyclables in the proper containers in the designated waste management dumpsters located behind The Everett "Lodge" and gather all personal items from the buildings before returning the keys to management at the Everett Office. If you

plan to depart outside of The Everett, LLC office hours, please contact The Everett, LLC management to make special arrangements for the return of your rental keys or you may leave keys on the kitchen countertop.

