

Policies, Terms, & Conditions

PLEASE READ THE FOLLOWING INFORMATION ABOUT MAKING YOUR RESERVATION AND THE TERMS AND CONDITIONS OF RENTAL AGREEMENT

In consideration of the monies received and mutual promises, the owner of the Rental (Property), through its agent, Lake House Guest Cottages Of The Berkshires (LGCOB), agrees to rent to the Renter the Property, under the following terms and conditions:

RESERVATIONS can be made online, or by calling our reservations desk during regular office hours. Online booking requires the acceptance of terms and conditions and valid credit card information. Rentals require 50% Advance Payment for reservations made 31 days or more prior to the arrival date or 100% payment for reservations made within 30 days of the arrival date.

PAYMENTS AND BALANCE DUE: The total rental Amount is due at time of booking on reservations made within 30 days of the arrival date. An advance payment is due at time of booking on reservations made 31 days or more prior to the arrival date and 2nd payment balance is due thirty days prior to the arrival date. Rental charges and balance due are authorized to be made to the MasterCard, Visa, or AMEX credit card used at time of booking. Personal checks are accepted for the 2nd payment balance, only if payment is received 30 days prior to the arrival date. LGCOB shall have the right, without further notification, to deem the reservation cancelled without refund of advance payments if the final payment is not received when due.

ACCIDENTAL RENTAL DAMAGE INSURANCE: (ARDI) is included in every rental in lieu of a security deposit. Depending upon the property rented, ARDI will protect you for up to \$1,500.00 in damage, theft, inadvertent acts or omissions during the duration of your stay. See Accidental Rental Damage Insurance for details on insured coverage. Renter must immediately notify LGCOB of damages or losses during your occupancy or the insurance coverage will be void and you will be responsible for damages. The Certificate of Insurance/Policy contains restrictions, exclusions and limitations that may apply. The insurance plan does not cover negligent acts or willful misconduct.

SECURITY DEPOSIT: None

ALL SEASON TRAVEL PLAN (ASTP): ALL SEASON VACATION RENTAL TRAVEL INSURANCE IS HIGHLY RECOMMENDED TO PROTECT AGAINST UNEXPECTED TRAVEL DELAY OR CANCELLATION. **(STILL WORKING ON DETAILS)**

TAXES: Tax payments required by the State of Massachusetts include Sales and local lodging Accommodation Taxes, where applicable.

PETS: Pets are not permitted at the Lake House Guest Cottages. Any violations of this policy will result in a \$250 fine and the immediate removal of the animal. There are several independent area kennels

listed below that may be able to provide you with pet boarding.

The only exception to this no-pet policy is for Service Animals (animals individually trained to do work or perform a specific task related to a person's disability). They must be under control and on a leash/harness at all times. Service Animals may be attended by companions, but employees and staff of the Resort are not permitted to care for Service Animals. Fees may be applied to your account for damages caused by Service Animals, as they would if the damages were caused by an owner or guest. We would appreciate advance notice for service animals.

VISITORS: We consider The Lake House Guest Cottages to be a place where our guests can enjoy a restful vacation. In order to assure that our guests can enjoy this, we find that a visitor policy is necessary. Visitors are persons visiting registered guests for part of, or all day. A Maximum of TWO Guest per day allowed. This includes infants, children or adults. We ask that they be registered in the office upon arrival.

Visitor hours are 9:00 am to 9:00 pm You are responsible for all visitor/guest behavior.

SMOKING: No smoking is permitted inside any LGCOB Property. If smoking occurs, a minimum \$250.00 cleaning charge will be assessed.

FAMILY OR CORPORATE GROUPS ONLY: Renter acknowledges that he/she is an adult of 25 years of age or older and shall personally occupy the Property for the entire rental period. Renter acknowledges he/she may not rent the Property for a non-family use i.e. as a high school, or college group or party.

MAXIMUM OCCUPANCY: Overcrowding beyond the occupancy limit specified for the Property including children, may not be exceeded. Renters will be subject to eviction, loss of any security deposit, additional cleaning charges, and entire rental payment if over-occupancy occurs. We reserve the right to limit the number of people in each unit. Please notify us when making your reservation of the approximate number of visitors and/or guests you may have.

You are responsible for all visitor/guest.

Maximum guest capacities may not be exceeded without prior approval.

We reserve the right to change unit assignments to an equal or greater priced unit.

FURNISHINGS AND EQUIPMENT: Properties are individually decorated. Décor reflects the taste of the owner and varies widely. Homes are equipped with dishes, cookware, flatware, glasses, and basic appliances. Bed linens and towels are provided. Please be sure to pack any specialty items that you may require during your stay. Please contact LGCOB if you would like assistance with making any special arrangements.

FIREPLACES: Fireplaces are for use during cold weather only, and may not be used while the air conditioner is running.

CONDITION OF PROPERTY: All equipment in the Property should be in good working order. Please report any inoperative equipment to our office immediately. Every

reasonable effort will be made to promptly repair inoperative equipment.

ITEMS LEFT BEHIND: LGCOB is not responsible for articles lost, stolen or left behind in homes. Please double-check for personal items prior to your departure. There is a \$50 return item fee to cover the cost of mailing and shipping of left behind items.

RESTRICTIONS: Renters are required to abide by rules and regulations for the property in which they stay. A guest services guide is located in the property and includes applicable rules and regulations along with guidelines for the rental property use, check-out procedures, emergency numbers, and other pertinent information.

CHECK-IN: Arrival check-in is 4:00 PM on the arrival date. If you are unable to check-in before our office closes (9PM), please call for late arrival instructions 413-446-1423. You will be provided directions to the Property, key code or keys upon arrival and payment in full. In extreme situations check-in time may need to be extended for cleaning and maintenance.

CHECK-OUT: Check-out time is 11 AM on the date of departure. Please observe this rule as housekeeping staff needs time to prepare the Property for the next guests. **RENTER MAY BE CHARGED UP TO ONE (1) ADDITIONAL NIGHT RENTAL IF PROPERTY IS OCCUPIED AFTER CHECK-OUT TIME.** Upon leaving, please secure all windows and doors, wash dishes, and clean out the refrigerator. Trash should be placed in either the location designated in the guest services guide or trash bags placed in onsite rubbish container. Leave used beds unmade. Unless otherwise designated otherwise, keys should be placed in the key drop at the check-in location. Renter is responsible for leaving the Property in a like arrival condition upon departure. If your rental requires extra cleaning because it is left in a condition unlike arrival, you may be charged an additional cleaning fee.

INSPECTION AND REPAIRS: Access for the repair or replacement of fixtures, appliances, furnishings and equipment may be made by LGCOB during the rental period.

LIMITATIONS OF REMEDIES, DAMAGES AND INDEMNITY a) In the event of fire, eminent domain, act of nature, delay in maintenance, or any other reason whatsoever, Renter agrees that LGCOB' or Owner's sole liability as a result of any such condition is a refund of the prorated rental for each day Renter is unable to use the property. b) Renter understands that there are inherent risks associated with any property, including risks associated with the use of Lake, boats, watercraft, whirlpool, fireplaces, grills, etc. Renter represents and certifies that he/she is thoroughly familiar with the proper use of the Property, including any appurtenances, fixtures and equipment in and upon the premises. Renter shall be responsible for Renter's guests and group members. Renter agrees to release and indemnify the LGCOB from and against all liability or loss should

anyone be injured upon the premises during the rental period resulting from any cause whatsoever, except in the case of a personal injury caused by the negligent act of the Owner. Renter further agrees that Renter is responsible and liable for, and will pay upon request any damages that occur to the Property or any portion thereof due to Renter's or his/her guest's misuse, or negligent use of the Property or any portion thereof. c) Renter shall not be entitled to any refund or rebate due to delay in check-in, early check-out, unfavorable weather, temporary disruption of utility services, malfunctioning or dissatisfaction with equipment/appliances/furnishings or condition of property, construction and associated noise. d) Renter agrees to hold LGCOB harmless of any liability for injury or damage resulting from accident, injury, or loss of enjoyment resulting from weather, inoperable appliances, or equipment.

TERMINATION If Renter or any member of his/her rental group violates the terms of this Agreement, then LGCOB may, at its sole discretion, terminate this Agreement with no refund of the unused portion of rent and may enter the premises and remove Renter, the members of his/her group and their belongings. A material breach of this Agreement shall include, but is not limited to the careless and reckless use of the Property.

CANCELLATIONS: In the event of a cancellation, notice must in writing to: Lake House Guest Cottages Of The Berkshires 636 S Main St Lanesborough, MA 01237. If a reservation is cancelled sixty-one (61) days prior to the arrival date, one hundred (100) percent of the rental amount, less the reservation fee of \$55 and a \$150 cancellation fee will be refunded. If cancelled between thirty-one (31) days and sixty (60) days prior to arrival date, fifty percent (50) of the rental amount, less the reservation and cancellation fee will be refunded. There are no refunds for reservations cancelled within thirty (30) days of the arrival date. **ALL SEASON VACATION RENTAL TRAVEL PLAN IS HIGHLY RECOMMENDED TO PROTECT AGAINST UNEXPECTED TRAVEL DELAY, CANCELLATION, OR INTERRUPTION.**

QUITE TIME: Because we would like the resort to be a restful place for all, we require that voices, radios, boom boxes and other like items be kept at low level at all times and that the general quiet time be observed between 10:00 p.m. to 7:00 a.m. We expect and want guests to have a great time, keeping the consideration of other guests in mind at the same time.

Thank you for making your reservation with Holiday Vacation Rentals. We are confident compliance with these policies, terms, and conditions will help all guests have a safe and enjoyable vacation. Renter understands all rules, charges, and fees that may be levied and authorizes LGCOB to charge any fee due resulting from violations to this Agreement to his/her credit card.

Lake House Guest Cottages Of The Berkshires.

Office 413-446-1423 [Email: Reservations@LGCOB@GMAIL.COM](mailto:Reservations@LGCOB@GMAIL.COM)

