

Fisherwaters Resort Rules, Regulations & Disclosures

Last updated 07/26/2019

Thank you for making a reservation at Fisherwaters! For the comfort and convenience of all guests, please read these rules and disclosures carefully in order to avoid any misunderstandings or complications during your stay.

ACCOMMODATIONS:

Reservations:

All guest reservations must be made in advance. Any guest(s) entering Resort grounds at anytime during your stay must be documented at the time your reservation is booked. This includes visitors not staying in your cabin overnight. One guest (referred to as "Primary Renter") in each party will be required to sign the Vacation Rental Agreement prior to arrival whenever possible, or at the very latest, upon arrival. Responsible party/parents of minors will be signing disclosures on behalf of minors and their other guests, so it is encouraged that you share all information (This document and the Vacation Rental Agreement) regarding Fisherwaters rules and requirements under Missouri Law with all guests in your party.

Deposits equal to 50% of your total stay will be required in advance by credit card (negotiable for longtime customers). Your account will be charged in full upon arrival. If you are bringing a pet, a boat or a personal watercraft(s), you must let us know at the time of your booking.

Maximum occupancy limits:

You may need to reserve more than one cabin based on maximum allowable occupancy.

Cabins 2-4 will accommodate four guests MAX with 1 queen bed and one sleeper.

Cabins 1, 5 & 6 will accommodate six guests MAX with 2 queen beds and one sleeper

NOTE: Fisherwaters reserves the right to make exceptions to the occupancy limits depending on the total occupancy load at the resort as a whole.

Cancellations:

- Cancellations made greater than 30 days in advance of your reservation are not subject to a cancellation fee.
- Cancellations made within 30 days but greater than one week in advance of your reservation are subject to a cancellation fee equal to one night stay.
- Cancellations made 1 week or less in advance of your reservation will result in a forfeiture of your deposit, no exceptions.
- Early departures will not be refunded.

- **Check-in/Check-out:**

Check-in time is after 3:00pm unless an earlier time is negotiated in advance. Checkout time is no later than 11:00am on the day of departure.

Disclosure of Fees for standard services and amenities charged in advance:

- **Cleaning Fees**

Fisherwaters has hired a 3rd party to clean each cabin thoroughly after your stay. Due to septic restrictions, laundry cannot be done on site and has to be outsourced. Additionally it is important to us to provide a squeaky clean cabin to each arriving guest!

Cabins 2-4 will be charged a standard cleaning fee of \$50. Cabins 1, 5 & 6 will be charged a standard cleaning fee of \$75. Please see "Checkout Checklist" in your cabin manual in order to avoid additional fees over and above the standard fee.

- **Boat Ramp**

If you use our boat ramp, we charge \$10 in and \$10 out, \$20 total. Trailer parking on our lot is included at no charge with the use of our ramp. If you choose to use another ramp, trailer parking on our lot is \$5/day with a \$20 minimum.

- **Boat Slip**

10x20 boat slips are available and must be reserved in advance.

\$14/day during Peak Season* \$10/day during Spring/Fall/Winter Seasons*

- **Pet Rent (where applicable)**

Cabins 1,3 & 6 are considered "pet friendly" cabins and will not be charged any additional fees for dogs. If you book cabins 2, 4 or 5, an additional pet rent will be assessed: \$10/day per dog, 2 dog maximum. Please see pet policy.

NOTE: Availability of above amenities, including accommodations for your dog, cannot be guaranteed unless we receive advance notice.

Fees charged upon departure only when applicable:

- Any additional cleaning fees incurred upon final inspection of your cabin at checkout (please read attached "Vacation Rental Agreement" and read below for details).
- Any purchases charged to your account during your stay.

Additional Guests:

All guests visiting the property must be documented and approved in advance at the time you make your reservation, as all guests on our Resort grounds may be required to sign a Vacation Rental Agreement. Any changes to your reservation must be made in advance. For insurance and liability reasons, no undocumented guests will be allowed and any undocumented person(s) found on the property will be asked to leave immediately.

Subleases or Transfers of Contract:

For the safety and enjoyment of the other guests, transfer of responsibility or subleasing your cabin is not allowed.

CABIN RULES & DISCLOSURES:

Smoking:

Smoking will NOT be allowed inside any buildings at Fisherwaters. Each cabin is equipped with an ashtray to avoid disposal of butts anywhere on the grounds or in the lake.

Any smoking in cabins will result in your account being charged a non-negotiable cleaning fee of \$300 upon departure.

Dogs:

Any guest's dog(s) arriving at Fisherwaters must be approved prior to your arrival, as your stay must be booked in a pet friendly cabin to avoid additional "pet rent". There will be an additional rental fee of \$10/day per dog if your stay is not booked in a pet friendly cabin. To be clear, we allow dogs in all cabins. 1,3 & 6 are "dog friendly" and no charge will be assessed for pet rent in these cabins. Cabins 2,4 and 5, should you choose to book them, will be assessed pet rent of \$10/day per dog, two dog minimum. No more than two dogs per cabin in any of the cabins please.

Our insurance company has banned the following dog breeds:

- Pitt Bull/Pitt Mix/Staffordshire Terrier
- Rottweiler
- Chow
- Wolf hybrid
- Cane Corso

Fisherwaters does not tolerate any mistreatment of animals on our grounds. Please make sure that your pet has clean water, food and shade. Animals are never to be left unattended outside.

Please clean up pet waste so other guests may enjoy a clean environment.

YOU KNOW YOUR PET...so please use good judgment before bringing it with you on your lake vacation:

Dog owners should maintain reasonable control of their pet at all times. If your dog is aggressive toward any other guest or if your dog disrupts the quiet enjoyment of other guests by excessive barking, whining or other undesirable or destructive behavior, the owner will be asked to remove the dog immediately.

Septic:

Fisherwaters Resort is functioning on a very old septic system, which after a thorough test was found to be working properly. Upgrade and replacement of such a system would cost in the vicinity of 100k, so keeping it in good working order is critical! Therefore ONLY TOILET PAPER should be flushed. NOTHING ELSE may be flushed other than natural waste and toilet paper. No facial tissues, paper towels, personal wipes, baby wipes, cotton balls,

Q-tips, feminine products, birth control, cigarette butts, dental floss or other foreign items should be flushed. Flushing anything other than toilet paper into the septic tanks will cause malfunction which results in an undesirable situation for all guests. IMPORTANT: "BIODEGRADABLE" DOES NOT MEAN SEPTIC SAFE!!!!

Sofa Sleepers:

Fisherwaters does not guarantee the comfort of any of its sofa sleepers. Several of the sleepers are brand new. Mattresses have been replaced on the older ones.

Theft & Damages to Personal Property:

Please keep your cabins locked when you are away from the property and keep your personal property safely stored. Fisherwaters is not responsible for theft or damage to any personal property including but not limited to automobiles, boats, boat trailers, PWC or any other personal property on the grounds or in the cabins.

Damages to or theft from Fisherwaters property:

Please read attached "Vacation Rental Agreement"

Upon Departure:

BE SURE TO READ THE CHECKOUT CHECKLIST IN THE CABIN MANUAL!

Please make sure your cabin is in good condition upon your departure. The cleaning staff will come in after you leave to change towels and linens and get the cabin back in perfect condition for the next guest. However, anything that goes beyond "usual and reasonable" effort to do so will result in your account being charged fees in addition to the standard cleaning fee upon departure. Examples of cleaning that goes beyond "usual and reasonable" efforts would include dirty dishes, pet waste, stains or filth left on upholstered furnishings, excessive wear and tear on any component of your cabin that creates additional difficulty or additional cost in turning the cabin for the next guest. Please use common sense and take good care of your cabin and you should be good to go!

GROUNDS AND COMMON AREA:

Natural rock formations and stairways:

The natural rock formations and hand built stairways on the property are part of what makes Fisherwaters a unique and beautiful place. Please take extreme caution when moving about the property, as nothing is "standard" in measurement like you may be used to around your own home. Please do not disturb rocks, remove or move rocks for any reason.

Quiet hours:

Please respect all visitors and observe quiet hours between the hours of 11:00pm and 8:00am daily. Reasonable judgment should also be used at all times, even during "non-quiet hours" to keep Fisherwaters a peaceful environment for guests. Any guest that is being excessively disruptive will be asked to leave and will not be refunded.

Trash:

Any garbage needs to be immediately thrown out in one of the provided trash dumpsters at the top of the hill to avoid unwanted bugs, rodents or other curious visitors. Please do not temporarily “store” trash on the front porches of cabins.

BBQ grills:

Each cabin is equipped with a Weber grill. Please do NOT grill on attached decking or on the docks. Fisherwaters does not provide charcoal or lighter fluid.

Campfires:

Please keep campfires confined to designated fire pits. There are three fire pits located close to the sea wall, two in front of Cabins 1-4 and another located next to the boat ramp in front of Cabins 5 and 6.

Trees/Shrubs/Flowers:

Please do not pick or cut any vegetation from the grounds for any purpose. Any fallen branches or driftwood washed on shore from the lakefront is fair game if you’re looking for firewood.

Docks & swimming:

CAUTION FOR SWIMMERS: DO NOT dive or jump off of the boat or fishing docks on either of the far ends. You will observe steel cranks on each end of the dock, which anchor large cables below the surface of the water to help keep the dock stable during rough waters. Diving or jumping in these areas could cause serious injury.

Towels provided in the cabins should not be taken to the dock. You will need to provide your own beach towels.

There is no lifeguard on duty at anytime. Parents, you are responsible for the safety of your children and should be aware of all laws pertaining life jackets and swimming/boating safety in the state of Missouri.

No swimming during storms and no swimming at night.

Picnic tables:

Picnic tables are there for public use. Please keep them clean for the next guest.

Littering:

The Lake of the Ozarks is a beautiful place. Any littering on the grounds or off the dock, including cigarette butts, is strongly prohibited. Cigarette butts should go in an ashtray or in a fire pit. Any other litter should go immediately into the garbage. Any guest found littering on the grounds or in the lake would be asked to leave without refund.

FISHING:

Public Fishing or Day Use Passes: Only overnight guests will be allowed on resort grounds to fish. Day passes are not available.

Missouri Fishing License: No person shall be authorized to fish on Fisherwaters property without a current fishing license. Please visit huntfish.mdc.mo.gov to obtain a fishing license in the State of Missouri.

Daily Limits: Please be aware that the Missouri Department of Conservation has limitations on the number, type and size of fish that are caught & harvested from the Lake of the Ozarks. Unless you intend to have fish for dinner, we encourage a “throw back” policy so someone else gets to have fun later.

*****No fishing around the swimming platform when swimmers and sunbathers are present*****

MISCELLANEOUS ITEMS:

Minors: No minors (Anyone under the age of 18 according to Missouri law) shall be unaccompanied by a parent or other responsible party during quiet hours on any portion of Fisherwater’s property.

Alcoholic beverages: No one under the age of 21 may consume alcoholic beverages on resort grounds, in the cabins or on the docks. Please use common sense when vacationing with alcohol. All fun is strongly encouraged, but disruptive behavior that interrupts the enjoyment of other guests or puts individuals or others around them in danger will not be tolerated.

Large Groups: Fisherwaters reserves the right to deny reservations to any individual or group. Large groups are encouraged to book several months in advance in order to reserve the cabins of their choice. College groups, chaperoned high school groups, bachelor parties, bachelorette parties or any other such group will likely be required to book the entire resort for the duration of their stay in order to avoid any conflict between their party and other guests.

Firearms: No illegal firearms shall be allowed on Fisherwaters Resort property.

Illegal Drugs: Illegal drugs of any kind are prohibited on Fisherwaters Resort property.

Fireworks: No fireworks are allowed on Fisherwaters Resort property without advance consent of the owner.

Other Prohibited Items:

Paintball guns.

Illegal weapons.

Hazardous material.

Hazardous waste.

Explosives.

Any other item management deems dangerous to guests or property.

Fisherwaters Management reserves the right to make changes to any policy, disclosure or rule at any time

- *Peak Season:** Week prior to Memorial Day-Labor Day
- *Spring Season:** April 1-Monday before Memorial Day
- *Fall Season:** Day after Labor day-October 31
- *Winter Season:** November 1-February 28/29

ACKNOWLEDGEMENT:

ALL PERSONS IN YOUR PARTY 18 YEARS OF AGE AND OLDER MUST SIGN

PRINTED NAME:

SIGNATURE:

Please sign below if you will be bringing anyone under the age of 18:

(Print Name) I, _____, the undersigned, am the responsible party for the minor(s) listed below. They have been informed of the rules and expectations required of all guests at Fisherwaters Resort, I agree to enforce such rules and expectations during the entirety of our stay.

Please print first and last names of all minors in your party below:

NAME OF MINOR

RELATIONSHIP TO THE UNDERSIGNED

Signature of Responsible Party: _____