

WINDY POINT
TERMS & CONDITIONS

PART I – RENTAL TERMS

1. Reservation;

Reservations will be confirmed upon receipt of your name, address, phone, email and credit card to hold. You are responsible for your guests or invitees while on Windy Point. Any damages, missing items ect. are your responsibility.

2. Payment:

Total payment is due at time of arrival. No refund is given for early departure. No Security Deposit required, however, guests are required to give credit card information at the time of booking, for any missing linings, towels, décor items, damages or excessive cleaning. . Windy Point accepts all major credit cards, debit cards, check or cash. If you use a credit card we will have to charge the fee for this service, best to have a check or cash when you arrive then no fees are applied. Credit card information is held for 10 days after your departure then destroyed. Returned checks are charged a fee of 30.00 plus all banking fees.

3. FALSIFIED RESERVATIONS – Any reservation obtained under false pretense will be subject to forfeiture of advance payment and/or rental money and you will not be permitted to check in.

4. Check-in Time: Check in time begins at 3PM Central Time. At that time a key is given. Due to our high standard of cleanliness, there is a possibility that all accommodations might not be ready at 3PM. If your accommodation is not ready we appreciate your patience while we complete our cleaning process. There will be no discounts offered due to a late check-in. Windy Point is located 32101Hornbeck Road, Shawnee, Ok 74801. Shawnee Twin Lakes, you can Google the location for a map.

5. Check-out Time: Check out time is 12:00 noon Central Time. No late check-out. You must depart at the appropriate time, unless other arrangements have been made with Windy Point. Please be sure you are aware of what clean-up is required before you leave, this could incur additional cleaning charges if not completed before check out.

6. Cancellation: Cancellation must be within 14 days prior to arrival time. **Damage and Missing items:** Windy Point is inventoried and inspected before and after, each

guests occupancy. If items are missing or damaged a charge could apply. Please inform Windy Point of any damages that have occurred during your stay so they can be repaired or replaced.

7. **Repairs** We try to make sure everything is in good repair prior to your arrival, but in the event there are maintenance issues, report them immediately. Properly working appliances, electronics, are not guaranteed. We do have a 24/7 repairs we are able to handle will be made as soon as possible as needed. No compensation or credit will be given for temporary outage of electricity, gas, water, cable, telephone, or other utilities. Outages should be reported immediately and all efforts will be made to have them restored as soon as possible.
8. **Refunds:** Refunds of the advance rental deposit and/or the total rental fee will not be given for late arrivals, early departures or inclement weather conditions. A full refund, before the 14 day of arrival, is given unless you book through one of booking sites in which they charge you a fee and that is NEVER returned. If you book through us a full refund is given but if it is past the 14 days, you are charged the full amount from the credit card you provided at the time of booking.

9.

PART II – RULES AND REGULATIONS

10. **Maximum Occupancy 6 guests:** The maximum number of Guests is 6 persons this includes all children of any age. Additional occupants must be approved by Windy Point and additional charges of \$20.00 per person per day is added to your bill, this includes children of any age. This includes tents used outside the cabin for other family members, relatives, or friends of the person or persons who made the reservations. This must be disclosed at the time of the reservations or Windy Point has the right to cancel the reservations on a moment notice and occupancies forfeit their deposit.
11. **Age:** We will not rent to anyone under 21 years of age unless accompanied by an adult guardian or parent who will be staying overnight, all nights, in the Property with the occupants under 21 years of age.
12. **Unlawful Activity:** Guests and any invitees of Guests shall obey all of the laws of the state of Oklahoma, as well as local laws, at all times while they are on the Property including common areas of Shawnee Twin Lakes. Failure to abide by the laws of the state of Oklahoma or the rules incorporated herein, may cause Guests and invitees to be vacated from the Property and forfeit all rents and security and/or deposits.

13. Please **obey** all Oklahoma Lake and fishing rules and swim at your own risk. Children are not to be left unattended. Children under the age of 12 must have life jackets when swimming or on a boat.
14. **No underage** drinking or partying is allowed on the Property. If Windy Point is made aware of these activities, we will be forced to remove the Guests from the Property. All rental payments and deposits will be forfeited. Guests and invitees in violation will be removed by local law enforcement or the security company employed by the resort.
15. Windy Point does **NOT** supply life jackets, fishing gear, we do have a kayaks, and paddle boat for daily rental, boat and sailing rides are also available. You are allow to bring water crafts of your own, but obey all lake and cabin rules.
16. **Water Craft Rentals:**
17. Windy Point offers water crafts (paddle boat, and one person kayaks) to occupancies of the cabin at a rental fee. All occupancies at Windy Point must obey the laws of the state of Oklahoma while operating these water crafts. Children of 14 years old and up may use the rental kayaks with parents' permission
18. Only with a wavier signed stating Windy Point is not liable for an accidents, harm or damages to any of the water crafts provided. Any damages to the water crafts will incur a cost to replace or fix the water crafts be charged to your credit card without notice. No children under the age of 16 are allowed to use the kayaks or play in them. Paddle boat for children under the age of 12 **MUST** be accompanied by an adult 21 years old or over. All children must wear a life jacket. The paddle boat occupies only two at time, under no exceptions more than two. When the water crafts are beach they are not to be played on, sit in, or used to jump off from. Windy Point reserves the right to cancel water crafts rental at any time when abuse has been observed in which all money will be forfeited.
19. **Neighborhood:** Windy Point is located in a neighborhood, please be respectful of our neighbors and observe quiet time between 12:00 midnight and 7:00 am. If you have questions, please contact Windy Point. If rules are not followed then the Guests will be responsible for actions and/or fines enforced.
20. **Smoking/Pets/Grilling:** All Properties are NON-SMOKING PROPERTIES. Smoking allowed outside **ONLY**, Violators will be charged a fine of \$500 for smoking inside the cabin. Please depose of cigarette butts the appropriate ash trays provided, pick up all cigarette butts DO NOT leave them on the grounds and absolutely NONE inside the cabin. Pets are NOT PERMITTED on the property under any conditions.

No gas or charcoal grilling allowed on the deck. Please grill in the areas provided and remember to turn off the gas grill after each use.

21. **Initial Supplies:** Your reservation includes a one-time linen and towel set-up, an initial set up of trash liners, bathroom paper, paper towels, hand soap, and dishwasher detergent. We do not permit towels or linens to be taken from the Property. Windy Point reserves the right to charge for lost or damaged linens.
22. **Beach Towels:** Bath towels are given for inside the cabin do not use for beach towels, We do **NOT** provide beach towels.
23. **Parking :** You will be given a the security gate pass code two days prior to arrival. Please park in the area by the railroad ties, parking on the grass is **NOT** permissible unless authorized by the owners, Only loading and unloading is allowed to drive on the grass.
24. **Departure Instructions:** To avoid additional charges upon departure: • all garbage and debris must be removed from Property and properly disposed. • All soiled dishes shall be placed in dishwasher and the dishwasher must be started or wash by hand. Pick up the grounds of your trash and this includes cigarette butts. Floors swept, beds used strip of linings, toys, games, dvds put away in the proper places, furniture moved put back in place • Fires are put out both inside and outside of cabin • Close and lock all outside doors and windows. • If you leave items in the Property and wish to have them returned you will be responsible for the shipping charges. Windy Point is not responsible for personal items lost. • Please leave Property as you found it; excessive departure cleaning may be an additional charge.

PART III- MISCELLANEOUS

25. **Authorization to Charge Credit Card:** Windy Point reserves the right to charge the credit card that was used to process this reservation for any damage done to the Property, its contents or any items missing.
26. **Special Events:** Weddings and special events must be approved by the owners. A reservation does not obligate the association to approve an event. Please contact Windy Point if you need assistance with a special event. Guests shall not have parties or events at the home without obtaining prior written approval from Windy Point. Weddings, cocktail parties, receptions, welcoming events, etc. will require owner approval, An Event fee applied to payment and additional written agreement.
27. **Hold Harmless:**
28. Neither Windy Point nor owners assume any liability for loss, damage or injury to persons or their personal property, nor for any inconveniences, damage, loss or

injury arising from any temporary defects or stoppage in supply of water, gas, internet service, electricity or plumbing, as well as due to weather conditions, natural disasters, acts of God, or other reasons beyond their control.

29. Additional Terms and Conditions: The undersigned Guest, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Windy Point from any and all liabilities, claims, demands and causes of action by reason of any injury, loss or damage by whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her invitees as a result, or in connection with the occupancy of the Property and agrees to hold Windy Point and Owners free and harmless of any claim or suit arising therefrom. In any action concerning the rights, duties or liabilities of the parties to this Agreement, the principals, agents, successors or assignees of the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, through all appeals. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Oklahoma. Windy Point reserves the right to terminate this Agreement upon its discretion at any time. This Agreement may be signed in counter-parts. Legible fax copies, scanned copies and photocopies of documents signed by either party are deemed to be equivalent to originals.

30. Comments: Windy Point reserves the right to edit comments on Website and all Social Media Sights.

31. Binding Nature of Agreement: All of the terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

32. Headings: Any headings used in this Agreement are for convenience of reference only and shall not be construed to alter or affect the meaning of any of the provisions. All references to the singular shall include the plural, and vice versa. The parties agree that this Agreement is the result of negotiation by the parties, each of whom was represented or had the opportunity to be represented by counsel, and thus, this Agreement shall not be construed against either party because of authorship.

33. Time: All time periods shall be calculated in calendar days. Time is of the essence in this Agreement.

34. Written Exceptions: Any exceptions to the terms of this Agreement must be approved in writing in advance by Windy Point.

Subject to Change: Accuracy of printed, published or web-based material, including rates, outside of this Agreement are not guaranteed and are subject to change.

Please email Windy Point back and put you agree on these terms. No reservations are confirmed until this has been completed.