

THE NORTH SHORE RESORT



About us

The North Shore Resort is located alongside the banks of Lake Huron in Lakeport, Michigan and is happy to offer its charming, upscale cottages to our guests from around the world. Continually expanding and remodeling to ensure the highest quality for our guests, we've spent the last 80 years serving our wonderful guests. We pride ourselves on setting up our resort for high standards of cleanliness while maintaining a laid back atmosphere of fun and pleasure. We are sure that you will leave our resort with many memories and experiences that will have you joining many of our guests who return many times.

To our Guests,

We would like to Welcome you to The North Shore Resorts – a place where families like yours can create unforgettable vacations – and memories that last a lifetime. At the North Shore Resort we are redefining cottage rentals & setting the bar higher for your vacation experience. The North Shore Resort has been bringing families and friends together for nearly 80 years, today you will find what once was old is new again.

Welcome to our exquisite boutique style cottages on Lake Huron in Michigan, located in the pristine Blue Water Area, Michigan's east coast. The North Shore Resort offers multiple cottages on the same property. We offer an ultimate vacation experience, with local restaurants, excursions, recreation, amenities and services to delight everyone in your family. So please be our guest – indulge your senses.



Our staff considers it to be our time-honored tradition to ensure that each of our guests is treated like family. Our cottages are fully furnished, including all bed & bath linens. The kitchens are loaded with silverware, utensils, dishes, drinking glasses, pots & pans, coffee pots & microwaves. No need to sweat, the cottages are also air conditioned and have satellite TV. Internet service is provided & available all over the property at no additional cost. Also complimentary use of the kayaks & canoes, nightly fires on the beach, we provide the wood, a beach side pavilion with TV, full kitchen, beachside bathroom with a shower and a drop down movie screen.

So, from our family to yours, Welcome Home to The North Shore Resorts!

Sincerely,

Your North Shore Resort Staff and Friends

RESORT RULES

By making a reservation, checking-in, and/or visiting The North Shore Resort property in any way, you agree to be bound by all rules, regulations, terms and provisions included in this document and welcome book. Please take time to review it along with your guests. This helps us ensure the fun and safety of all our guests and staff. Failure to comply with these Resort Rules may result in a termination of your stay and/or removal from the property. The North Shore Resort holds its guests in high regard, and reserves the right to refuse service to anyone who does not abide by these Resort Rules and/or who unreasonably impairs the safety or enjoyment of other guests.

CHECK-IN & CHECK-OUT TIMES & PROCEDURES

Check-In Time is after 4:00 p.m.

Check-Out Time is before 10:00 a.m.



Prior to arrival or once you arrive, we ask that you call before you arrive the resort at (586) 303-8717 to check you into the property. Unfortunately, we typically cannot accommodate early arrivals and late departures. However, you can make requests up to 24 hours before for a fee. Depending on availability, we may or may not be able to accommodate your request, and we kindly ask you to arrive and depart according to your reservation.

Upon check-in, you will need to show proof of identification, sign registration and provide a credit card for a pre-authorized security deposit and daily incidentals. You will receive a key to your assigned cottage. Depending on the season, you may also receive a parking pass for your vehicle(s) and an allotment of wrist bands for guests staying at the cottage(s).

The North Shore Resort Check In Procedures:

1. Contact the Resort Office at (586) 303-8717 to acquire available arrival time or arrive anytime AFTER 4:00 p.m. on the day of your arrival. Your cottage may still be undergoing cleaning and sanitation. Because of this, DO NOT GO INTO THE COTTAGE PRIOR TO CHECKING IN as this may further delay your check-in time. In some instances, cottages may not be ready until 5:00 p.m. If this is the case, you may use the beach and pavilion areas to put any cold items into the pavilion refrigerator until your cottage is ready.
2. Show proof of identification and register all Resort guests- names, dates staying, and you may also pre-register and pay for any visitors (non-overnight guests) who will be joining you for your stay.
3. Pay balance(s), security deposit, and place card on file for incidentals, excursions, certain amenities and activities during your stay.
4. (Depending on the season) Get parking passes for your vehicles, guest wristbands, and/or visitor wristbands.
5. Get the cottage key or key code and enter the cottage. Please check over the cottage and let the office know as soon as possible if you have questions or concerns. Any damage or loss to your cottage or any of its contents should be reported as soon as possible after you check-in. You may be charged for damage or loss to your cottage or its contents which is not reported promptly after check-in or which the Resort determines was caused by you or your guests.
6. If you haven't visited The North Shore Resort before or it has been awhile since you last visited, please talk to the Resort Office to schedule a complimentary VIP Resort Tour.



You may check out at the Office or via Express Check Out or by calling the Office and advising of your departure. Prior to checking-out, we ask that you take time to follow our Resort Check Out Procedures.

The North Shore Resort Check Out Procedures:

1. Return all items in the common area to its original location.
2. Put all the dirty bed and bath linens in the bathroom.
3. Clean and put back all kitchen items back as you found them.
4. Empty the refrigerator and throw away all the garbage outside.
5. Contact the Resort Office when you are ready to depart for staff to approve your cottage for departure and pay any balances.
6. (Depending on the season) Remove and return parking passes for your vehicles, guest wristbands, and/or visitor wristbands.
7. (If needed) Return the cottage key.
8. Ask about special discounts for reserving for next year.
9. Safe Travels and Thank You for Visiting!



DAILY VISITORS (NOT STAYING OVERNIGHT)

For the purposes of security and safety for all our guests, we ask that guests visiting daily (not guests staying overnight in the cottages) check in with the office upon their arrival. There is a limited number of visitor passes each day. Based on requests and availability, guests can reserve visitor passes ahead of their stay and are recommended to do so. Unfortunately, we cannot accommodate all visitors. Passes will be distributed first come first serve. Daily visitors are the responsibility of the cottage renter and are required to purchase a wristband for a daily Resort fee of \$10 per day per visitor over 5 years of age.

GUEST SERVICES

We have made every effort to anticipate your needs and equip your cottage with everything to replicate your home environment. This includes linens, housewares and kitchen items. Outside, in the pavilion, and within the play equipment storage shed, you will find a wide variety of games, toys, and different outdoor equipment. If you find there is something additional you need — or if something breaks — please contact the office at (586) 303-8717. We do ask that you put back all items used in the same manner you acquired them.

WI-FI, INTERNET & OTHER TECHNOLOGY

The North Shore Resort is pleased to offer complimentary wireless services throughout the Resort and Satellite TV throughout the cottages. Simply access wireless service through the Internet browser of your computer, view and connect to our Resort WIFI. Due to the surrounding environment and inclement weather, WIFI and satellite services may vary throughout the property. Each cottage and outside the pavilion are specific directions for WI-FI,




TV, radio and projector use. For assistance, please contact Guest Services at the Resort Office.

CANCELLATIONS, PAYMENTS AND RESERVATION CHANGES POLICY

We have a boutique-style resort and work hard to offer our customers the highest quality experience possible at the most affordable rates. Many of our reservations are made a year in advance. We realize schedules can change. Because of this, we offer our customers an opportunity to reschedule bookings made up to **14 days in advance** of your reservation. This is offered one-time per booking.

- ❖ 50% deposit is required at booking. This deposit is nonrefundable.
- ❖ Full payment is due 14 days prior to the reservation. Once full payment is made, no refunds will be credited.

 We understand that every situation is unique. We appreciate your understanding of how this policy helps us keep our rates more affordable for everyone. If you have questions or concerns that are not addressed here, please contact our Resort Office.

CELL PHONES

Cell phones are a tremendous convenience and sometimes a necessity. We ask that you respect the privacy of others and minimize cell phone usage at the beach and in the recreation centers, on your patio, in the pavillion, or any other common areas. Please be aware that service varies throughout the property, and some cell phones do not connect to the WI-FI network.


EMERGENCY

In the event of an emergency, contact the Resort Office. You may also contact emergency services by dialing 911. Fire extinguishers can be found outside the cottage or in some locations under the kitchen sink.

IF YOU DISCOVER FIRE OR SMOKE IN YOUR COTTAGE:

- Call the Fire Department (911) and give them your location
- Contact the Resort Office with your name and Cottage number
- Test your door for heat and exit the cottage if safe, closing the door behind you
- Alert others in the area
- If smoke is present stay low

HOT TUB (COTTAGE 6: THE SAPPHIRE BLUE HOUSE ONLY)

 The perfect way to relax and wind down. Please observe the rules posted on the signage by the hot tubs. Glass of any kind is strictly prohibited. Hot tubs can reach a very high temperature; it is recommended that small children do not use the hot tubs or spas. Usage is at your own risk. Remember, the hot tub is only for use for the guests staying in Cottage 6: The Sapphire Blue House.

HOUSEKEEPING SERVICES

If you are making The North Shore Resort your home for the week, our Housekeeping staff will service your room upon arrival and departure. Each unit has a cleaning supply bucket and broom for your use. If you plan to spend an additional week with us, we will change your linens, provide fresh towels, perform a light cleaning and vacuuming per your request. We follow the CDC Guidelines for cleaning and personal safety throughout the resort. Please observe any information posted throughout the resort or contact the front desk if you have any concerns or questions. Due to the result of Covid-19,


additional procedures are in place for the entire Resort. If you would like additional cleaning services within your cottage (other than mentioned above), please contact the Resort Office to inquire about availability and rates.

INFORMATION PRIVACY AND SOCIAL MEDIA

Because we consider the privacy and confidentiality of your information to be of utmost importance, we properly secure your information. If you have any questions, please contact the Resort Office.

#TheNorthShoreResort We love when our customers and guests tag and post on Social Media! If posting, we ask that you please blur images of other guests if you do not have permission to post their picture.

KEYS AND KEYPADS

 Safeguard your cottage key as you would your residence key by keeping it with you. In the chance that you misplace your cottage key or if you find it is missing; please report it to the Resort Office immediately. There will be a \$10.00 fee charged for any lost or missing keys.

Regarding keypads, please do not share any codes with guests or individuals outside the resort. We update these regularly to help assure safety for our guests.

LAUNDRY

Some of our cottages are equipped with washers and dryers and a small supply of laundry detergent. If your cottage is not equipped with a washer and dryer, there may be a Laundry Room available for a fee in special circumstances.

LOST AND FOUND

Please contact the Guest Services Resort Office with all inquiries for lost items. The North Shore Resort is not responsible for items lost or left behind in or at the Resort property or your cottage.

MAXIMUM OCCUPANCY

The maximum allowable occupancy is based on cottage size (# of adults).

Cottage 1: The Beach House (6 adults)	Cottage 9: The Honeymoon Hut (2 adults)
Cottage 2: The Peach Paradise (Coming Soon)	Cottage 10: Coming Soon
Cottage 3: The Teal Treasure (6 adults)	Cottage 11: Coming Soon
Cottage 4: The Sage Sandcastle (4 adults)	Cottage 12: Coming Soon
Cottage 5: The Lemon Lounge (5 adults)	Cottage 13: Coming Soon
Cottage 6: The Sapphire Blue House (8 adults)	Cottage 14: Coming Soon
Cottage 7: Coming Soon	Cottage 15: The Red Sangria Cottage (2 adults)
Cottage 8: The Beach Boho (2 adults)	Cottage 16: Coming Soon



Some cottages may accommodate additional cots for small children and guests. These will need to be arranged prior to the stay, only will be available in certain cottages, and require a nightly use fee of \$20.00.

NOISE AND CONDUCT

To ensure a memorable vacation for all of our guests, we ask that you be respectful of others visiting the Resort. Please refrain from any type of loud stereos, speakers, or music around the pavilion, beach, or in the common areas. We ask that you honor our “Quiet Hours” between 11:00 p.m. and 7:00 a.m. Guests are responsible for the behavior of their children and should ensure that they are not disturbing other guests or causing harm or damage. Children under the age of 14 should be accompanied by an adult.

PARKING

Parking is free for our Resort guests outside the cottages (for most cottages), and you may be issued a parking pass upon check-in. All RVs, large trucks, trucks with large trailers, boats, etc. must be parked in an off-site designated area for a small fee. All visitors (not overnight guests) must park in the designated area next to Cottage 15: The Sapphire Red Cottage. Animals are not allowed to be left inside any vehicles while on the property. For security purposes, please remove all valuables from your vehicles and close and lock all windows and doors. The North Shore Resort is not responsible for damaged or stolen property. For more detailed information, contact the Resort Office.

PAVILION, COMMON AREAS, ACTIVITIES & EXCURSIONS

Vacations are made to do everything you want, nothing at all, or anywhere in between. This is why when you are a guest at the Resort, you will find lots of activities, crafts, games and entertainment. Although we have staff available to regularly clean and organize these areas, we ask that you clean up after yourself when in the common areas and follow the rules according to hygiene and personal safety. If you find an area needing special attention or you have a concern regarding common areas, please contact the Resort Office. On the following page, you will find our Friendly Common Area Guidance Rules.



FRIENDLY COMMON AREA GUIDANCE RULES

Please help us keep the pavilion, kitchen area and grills clean!

1. Discard all trash and recycling bottles/cans into designated bins.
2. Clean and replace all dishes, bowls and utensils after use.
3. Wipe down all surfaces after use (countertops, sink, stove and oven).
4. In the case of heavy winds and nightly before going to bed, please close all kitchen doors, shutters and umbrellas.
5. Burn off excess food on grills and scrub with wire brush after use.
6. For the flat top grill, scrape off/clean top, empty oil catch tray and use paper towel to reapply oil on surface (oil located under).
7. Use the side shower or let the Resort Office know if cast iron grates on the stove and grills need cleaning.

(Don't use the kitchen sink to scrub cast iron grates due to scratching)

Any questions, please contact the Resort Office at (586) 303-8717



Please go to our website, TheNorthShoreResort.com and click on the page for activities and excursions for updated seasonal activity and excursion offerings. Because of limited availability, we recommend scheduling most activities and excursions prior to your arrival to assure you can get your desired date(s) and time(s). At the Resort Office, there are also additional pamphlets, brochures, and local activity information. You may also find these on our website.

PETS

Although we are lovers of furry friends, The North Shore Resort has a strict “no pets” policy. Pets are not permitted on the property. Guests will be responsible for a minimum cleaning fee of up to \$400 upon infraction of this policy. Any additional damages by pets to your cottage will incur appropriate additional charges, at the sole discretion of the Resort. Any questions contact the Resort Office.



SAFETY, SECURITY & EMERGENCY ACCESS TO COTTAGES

If at any time during your stay you notice anything of a suspicious or alarming nature, or have need of any special assistance, please contact the Resort Office. In case of any emergency, staff may enter your cottage to help resolve your emergency. They will notify you when this occurs. From time to time, the Management may notice a maintenance and/or safety issue that needs to be addressed. The Resort staff will try to coordinate with you the best time to provide this service but may enter the cottage during your absence to complete work. If the Resort staff enters your cottage in your absence, we shall notify you of the reason. All resort staff should be properly identified with a name badge or other identification. Never admit visitors or strangers into your cottage without checking with the Resort Office. Firearms and/or weapons of any kind are strictly prohibited at The North Shore Resort property, parking lots, and cottages.

SMOKING

To maintain the beauty of our surroundings and the health of our guests, smoking is prohibited inside the cottages. This prohibition includes (without limitation) cigarettes, cigars, vape products, and any illicit substances. Please respect the other guests and refrain from smoking in common areas. A fee of \$500 will be assessed, at the sole discretion of the Resort, if signs of smoking are detected in your cottage, and continued violations may result in eviction from the Resort with no refund.

SWIMMING

The North Shore Resort offers swimming in Lake Huron at our private beach. The beach does have rocks, so it is recommended to wear water shoes if you have sensitive feet. Please be aware that there is no lifeguard on duty at any time and use of these facilities is at your own risk. Glass is strictly prohibited on the beach and by the water (this includes the hot tub). Children under the age of 14 must be accompanied by an adult 21 years of or older when swimming. Children under the age of 2 ½ or those who are not potty trained are recommended to wear swim diapers. Water wings, flotation noodles, rafts, inner tubes, kayaks, beach toys, and other small flotation aids are permitted provided they are used properly and do not interfere with other guests' use of the facilities. We also ask that these items be returned to the storage areas and cleaned after use. Tides change quickly, so if left unattended, they are very likely to end up in the lake by wind and/or water.

TEMPERATURE (HEATING AND COOLING)

Depending on the season, each cottage is equipped with heating and cooling units. Many guests open the doors and windows enjoying the cool breeze of the lake. We ask that you turn off your air conditioning and/or heating if that is



the case. Furthermore, we ask that you keep your thermostat set between 68 and 72 degrees and shut your windows and doors if you leave the property. Any problems with temperature, please contact the Resort Office.

TIKI TORCHES AND BONFIRES

The North Shore Resort will light tiki torches and bonfires on the weekends (as long as the weather allows). We will provide the wood for the fires, and we ask that you keep the fire within the firepit. Please keep a special eye on small children when the tiki torches and bonfires are lit.

TOWELS (BEACH AND BATHROOM)

The North Shore Resort will provide bathroom towels for the guests. If the towels become too dirty throughout the week, they may be exchanged at the Resort Office. Please contact the office if you would like to exchange. It is recommended that guests bring their own beach towels. Our laundry facilities cannot handle the daily washing and/or replacing of towels.



TRASH/REFUSE PICK UP

We ask that you utilize the trash containers in your cottage and do not leave any trash outside your front door, on your patio/balcony, or on the surrounding property. There are trash cans outside each cottage, and there is a dumpster located behind the garage along the street located beyond Cottage 15: The Sapphire Red Cottage. Outside trash is emptied on a regular basis. If you find that you need additional trash removal, please contact the Resort Office for assistance, or utilize the trash bins placed throughout the property.

WIFI NETWORK:

NorthShore

Connect to your cabin number (Example: NorthShore1)

WIFI PASSWORD:

1357924680

TO OPERATE TV:




1. Use the power button to turn on DirectTV.
2. Push the input button again to scroll through the inputs.
3. Stop at HDMI 1 or 2- depending on what you want to watch.
4. Any issues, please contact the Resort Office at (586) 303-8717.

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION

By making a reservation, checking-in, visiting, entering, using and/or staying (“Attendance”) at The North Shore Resort, you hereby agree to assume all risks arising out of or associated with your Attendance, and agree to release, indemnify, defend, hold harmless and discharge The North Shore Resort and each of their respective affiliates, parent companies, subsidiaries, officers, directors, employees, agents, volunteers, participants, and all other persons or entities acting in concert with or in any capacity on their behalf (together “The North Shore Resort”), of any and all liability, on behalf of yourself, your children, parents, guests, invitees, heirs, assigns, agents, personal representatives and estate with respect to any and all The North Shore Resort Activities.

By your Attendance you represent and warrant that you have expressly notified your guests and visitors about the Resort Rules and have provided them with a copy of the Resort Rules. You further represent and warrant that by their Attendance at the Resort your guests and visitors are expressly indicating that they have read, understood and accepted the Resort Rules.

 “Activities” or “Activity” are defined as any recreational or resort-related program of any kind conducted, sponsored, requested or permitted by The North Shore Resort, whether taking place at the Resort or not, whether it involves using Resort properties or not, or where equipment for those events is placed or in use, including but not limited to any adventure, endeavor, entertainment, game, sales and/or resort tour, event, project, session, workout, clinic, experience, contest, tournament, equipment rental, walk, hike, bike ride, meal, sports event, shuttle ride, golf cart ride, use of pools, whirlpools, saunas, gyms, shows, dining, food and beverage event, Inspired For You programs or resources, farmers market, as well as the check-in, visit, room usage, and/or stay at or usage of the Resort in any manner.

Participation in Activities, or allowing your family, guests and invitees to participate in such Activities, can be dangerous and may entail risks that could result in physical or emotional injury, illness, death, disability, harm, loss, and/or damage to you, to property, or to third parties. These risks may include (without limitation) slippery surfaces, wild animals, insects, global pandemics, contagions, natural disasters, negligent acts, omissions, physically demanding actions, product defects, acts of God, and all other risks and dangers, whether known, unknown and/or reasonably foreseeable or not.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Welk has put in place preventative measures to reduce the spread of COVID-19 and reduce the risks associated with Activities; however, The North Shore Resort cannot guarantee that you, your child(ren), guests and/or invitees will not become infected with COVID-19. Further, your attendance and/or participation in Activities could increase the risk of contracting COVID-19 or other contagions.

Your Attendance at The North Shore Resort hereby acknowledges the following:

- Such risks cannot be eliminated without jeopardizing the essential and/or fundamental qualities of The North Shore Resort and/or Activity. You hereby assume those risks completely, and unequivocally release the Resort of any and all liability resulting from those risks to you, your family, guests or invitees. You understand and agree that you are relinquishing certain legal rights. Furthermore, you understand that the Resort seeks safety, but it is not able to independently determine a participant's fitness, health, or abilities and that it may give inadequate warnings or instructions, and that other people with known or unknown health conditions may come into close contact with you. You understand and agree that any equipment being used might be defective and/or malfunction. All such liabilities relating to Welk are hereby waived by you.
- You understand the nature of physical performance, and that you are in good health and in proper physical condition to participate in such Activity, and that you will notify the instructor and/or representative of any preexisting conditions you may have prior to beginning any Activity. You agree that if at any time you believe conditions to be unsafe, you will immediately discontinue further participation in the Activity. You have an obligation and responsibility to yourself and others to conduct yourself in a safe and reasonable manner and agree to abide by all applicable rules and standards of the Activity and to abide by all policies and practices while performing such Activity. You agree that you will not visit, participate, or take part in any Activity while suffering from or experiencing any sickness, illness or injury that might impair you or affect another person, and you agree to discontinue any participation if you feel pain or are not feeling well. You understand and agree that you will not take part in any Activity while under the influence of drugs, alcohol, or prescription medication.
- You agree to accept and assume all of the risks existing in your Attendance and/or participation in any Activity. Your Attendance and/or participation in any Activity is



purely voluntary, and you elect to participate in spite of any known or unknown risks. You voluntarily agree to assume all of the risks and accept sole responsibility for any injury to yourself, your children, your guests and/or invitees including (without limitation) personal injury, disability, and death, illness, damage, loss, claim, liability, or expenses, of any kind, that you and/or they may experience or incur in connection with Attendance at The North Shore Resort or participation in any Activity. Furthermore, you agree to ensure that your family, children, guests and/or invitees/visitors do not participate in any Activities unless they are under the same limitations, risks, waivers, obligations, indemnifications and warnings described herein.

- This indemnification language is intended to be as broad and comprehensive as possible, and shall cover any and all disputes against the Resort. You hereby voluntarily release, forever discharge, and agree to indemnify, defend and hold harmless Welk from any and all claims, suits, demands, or causes of action, known or unknown, which are in any way connected with your Attendance, visit at The North Shore Resort, breach of the Resort Rules, participation in any Activities, or your use/enjoyment of the Resort's properties, equipment or facilities, including any claims which alleged negligent acts or omissions by the Resort. You understand and agree that you will also indemnify Welk for any damage, injury, or Claim, as described herein, caused by you, your family, children, guests and/or invitees, whether to themselves or to a third-party.
- Should The North Shore Resort or anyone acting on its behalf be required to incur costs, fees or expenses, including (without limitation) attorney's fees and expert witness fees arising out of or relating to enforcing this provision or the Resort Rules, you agree to indemnify, defend and hold the Resort harmless for all such fees and costs. You certify that you have adequate insurance to cover any injury or damage you may cause or suffer while participating, or else you agree to bear any and all costs of such injury or damage yourself, and/or on behalf of your family, children, guests and/or invitees/visitors. You further certify that you are willing to assume the risk of any medical or physical condition you may have, whether known or unknown.



DISPUTE RESOLUTION

Resolving customer concerns where reasonably possible to do so is important to us. If you have a concern that has not been resolved, you may contact The North Shore Resort at {phone}. If we cannot agree on a resolution, then any dispute must be resolved as set forth herein.

BY MAKING A RESERVATION, CHECKING-IN, ATTENDANCE, AND/OR VISITING THE NORTH SHORE RESORT OR ANY PROPERTY, YOU AGREE THAT ANY DISPUTE, CLAIM, SUIT, DEMAND OR CONTROVERSY ARISING OUT OF OR RELATING TO YOUR STAY OR VISITATION AT THE

RESORT IN ANY WAY, AS WELL AS THE INTERPRETATION, SCOPE OR APPLICABILITY OF THIS PARAGRAPH, (a "Dispute"), SHALL BE DETERMINED EXCLUSIVELY AND FINALLY BY ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT ("FAA"). YOU AND THE NORTH SHORE RESORT (the "PARTIES") AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL AND ANY RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION. THE PARTIES WAIVE ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. The Parties agree that this Agreement shall in all respects be construed, interpreted, and enforced in accordance with the laws of the State of Michigan. Any dispute or controversy arising out of or relating to this Agreement or the Activities described herein, including scope and arbitrability, shall be determined exclusively and finally by arbitration. In the event of a conflict between Michigan law and the FAA, the FAA will govern. The Parties agree the exclusive forum for resolving a Dispute shall be arbitration administered by Judicate West or, if unavailable, by Judicial Arbitration and Mediation Service pursuant to applicable Streamlined Rules & Procedures. Venue shall be exclusively in St. Clair County, Michigan. Arbitration may be conducted online, by phone, by the papers, or in person. In the event of a conflict between the arbitration rules and this clause, this clause shall govern. The arbitration shall not be consolidated with any other arbitration. The arbitrator shall apply and follow governing substantive law in making an award. The Parties retain the right to file a small claims court action, unless arbitration has already been initiated. The Parties agree this transaction unequivocally involves interstate commerce in order to ensure the applicability of the FAA.



SEASON SCHEDULE

PRIME (MAY-SEPTEMBER)

OFF SEASON (OCTOBER-APRIL)