MOBILE KEY ENTRY TERMS OF USE

1. Mobile Key Acceptance
Upon accepting our mobile key, the credit card that is on file for the reservation will be authorized for your stay. Guests assume responsibility that all reservation information, including the credit card provided is accurate, and belongs to the guest registered on the reservation.

2. Credit and Debit Card Processing
Upon check-in through the mobile app, your card issuing bank will place a hold on your debit or credit card. The card will be authorized for full room & tax charges, plus $50.00 per day to allow incidentals. The release of the authorization is the responsibility of the issuing bank, not Royal Park Hotel. Please note, it may take up to five (5) business days after your departure to be reflected on your account. By accepting a mobile key, you authorize Royal Park Hotel to place a hold on your credit or debit card to guarantee any and all charges that you may incur during your stay. In the event that you do not settle your account prior to your departure, you hereby authorize Royal Park Hotel to charge your credit or debit card for the full amount owed.

3. Room Type Guarantee Policy
Please note that your selected room type may be subject to change based on circumstances that can occur beyond the hotel’s control. In the event your specific room type is not available, the Hotel will substitute to a comparable room type in a similar rate category.

4. Rollaway Fee
Additional charges for a rollaway bed ($25.00), per night, above 2 occupants in any king-bedded room will apply.

5. Damages and Liability
Regardless of the billing arrangements prearranged on your reservation, you are liable for any and all charges that are posted to your room(s). You are further liable for all damages to the room(s) caused by you or your guests/invitees during your stay.
6. Smoking Fee
If there is evidence of smoking in your room, a $250 deep cleaning fee will be charged to your credit card on file.

7. Reservation Cancellations or Changes
Should your plans change, and you need to adjust your departure date, please check with Guest Services on room availability. Room type and rate may be subject to change. Please notify Guest Services if there are any corrections that need to be made to your reservation.

8. Outside Food and Beverage
Outside food and beverage items are not permitted to be brought into the hotel due to state licensing laws, therefore all food and beverages must be purchased from the hotel directly. Parties are not permitted in guest rooms. Please contact the hotel should you wish to reserve private event space for your guests.

9. Safety of our Guests
At Royal Park Hotel, our staff are committed to the safety and welfare of our guests. It is our practice to enter any occupied guest room if deemed necessary at least once within a 24-hour period, regardless of a do not disturb request. Should a guest have a do not disturb request, we will make every effort to notify the registered guest in advance before entering.
Royal Park Hotel Terms of Use

READ THE FOLLOWING AGREEMENT CAREFULLY BEFORE USING THIS SITE

JR Investors LLC DBA the Royal Park Hotel and the Royal Park Management Company, LLC (collectively, “RPH”) is AG, located in Rochester, Michigan. References to “Royal Park Hotel,” “we” and “us” throughout these Terms of Use, depending upon the context, collectively refer to Royal Park Hotel. This Site is controlled and operated from the United States. Any translation of this page or any portion of the Site into a language other than English is solely for the convenience of our customers and does not imply, directly or indirectly, that the Site is operated from any other country. The content and information displayed on this Site is Royal Park Hotel’s property and are collectively referred to as “Royal Park Hotel Information”. The downloading, reproduction, or re-transmission of RPH Information, other than for non-commercial individual use, is strictly prohibited, except to the extent permitted with prior written consent by Royal Park Hotel, except to the extent permitted with prior written consent by RPH or by expressly authorized entities for business-only purposes in accordance with the terms below.

AGREEMENT FOR USE

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If you have been provided with or created a login and password, then any such login and password are for your personal use only. You are responsible for maintaining the confidentiality and security of your login and password, and you accept responsibility for all activities that occur under your account or password. You agree to notify Royal Park Hotel immediately if the security of your login or password has been compromised or breached.

Royal Park Hotel reserves the right, at its sole discretion, to change or modify the terms, conditions, and notices under which the Content and this Site are offered at any time without notice and, unless otherwise indicated, such changes will become effective immediately upon posting. Your use of the Site or the Content following such changes constitutes your acceptance to the modified terms. It is your responsibility to review these Terms and Conditions periodically for changes. Some of the provisions contained in these Terms of Use may also be superseded by provisions or notices published elsewhere on this Site or by another agreement you enter into with Royal Park Hotel. You agree that Royal Park Hotel has no obligation to but may monitor and review information you transmit over this Site. You agree that Royal Park Hotel may censor, edit, remove or prohibit the transmission or
receipt of any information that Royal Park Hotel deems inappropriate or in violation of these Terms and Conditions, and use any such information as necessary to provide this Site or to protect the rights or properties of Royal Park Hotel. You agree that Royal Park Hotel may also monitor and review stored information without restriction. You hereby acknowledge and consent to such monitoring and reviewing.

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CONFIDENTIALITY

With respect to all communications you make to us regarding Royal Park Hotel Information including but not limited to feedback, questions, comments, suggestions and the like: (a) you shall have no right of confidentiality in your communications and we shall have no obligation to protect your communications from disclosure; (b) we shall be free to reproduce, use, disclose and distribute your communications to others without limitation; and (c) we shall be free to use any ideas, concepts, know-how, content or techniques contained in your communications for any purpose whatsoever, including but not limited to the development, production and marketing of products and services that incorporate such information.

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Except where prohibited by law, in no event shall Royal Park Hotel and/or its affiliated entities be liable for any direct, indirect, special, or consequential damages or any damages whatsoever, incurred by any user in connection with this Site or the use, inability to use, results of use of, or performance of this Site or Content, any websites linked to the Site and any materials posted on them, or the performance or non-performance by Royal Park Hotel or any third-party providers of products or services related to this Site, including, without limitation any liability for loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and for any other loss or damage of any kind, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above. This limitation of liability shall apply regardless of whether the claim asserted is based on contract, negligence, or any other theory of recovery, even if Royal Park Hotel has been advised of the possibility of such damages.
The information on this Site is deemed to be reliable but may contain inaccuracies, errors, or omissions, to include with respect to meetings and events, PARK 600 hours or menus, guest room rates, and availability. Royal Park Hotel is not responsible or liable for errors listed on this Site. Royal Park Hotel reserves the right to make changes or corrections to rates, policies, and other information displayed on the Site without notice, as well as cancel reservations that were booked with erroneous information.

In the event that Royal Park Hotel is held liable for any damages related to this Site, to the fullest extent permitted by law, your sole and exclusive remedy will be limited to reimbursement of the charges for services or products paid by you.

To the fullest extent permitted by law, you hereby waive any and all rights to bring any claim or action related to this site beyond one (1) year after the first occurrence of the kind of act, even, condition, or omission upon which such claim or action is based.

You shall defend Royal Park Hotel against any demands, claims or actions brought against us or arising as a result of any breach or violation of these Terms and Conditions by you ("Claim") and you shall indemnify and hold us harmless from and against any and all losses, damages, costs and expenses (including attorneys' fees) resulting from any such Claim. We have the right, at our expense, to assume exclusive defense against any Claim and all negotiations for settlement and you agree to cooperate with us in the defense of any such Claim, at our request.

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MERGER/WAIVER/SEVERABILITY

These Terms of Use constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior oral and written agreements. No failure or delay on the part of Royal Park Hotel in exercising any right or remedy hereunder or enforcing the terms and conditions of these Terms of Use will operate as a waiver thereof. If any part or provision of these Terms of Use is found to be invalid, unenforceable, or void, then
the remaining portion shall remain in full force and effect. Headings are for convenience only and not for use in interpretation of these Terms of Use.

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All notices and other communications permitted or required by the provisions of these Terms of Use may be given by electronic mail, post mail or, if by Royal Park Hotel, by posting such notice on this Site. Notice is deemed given upon receipt by you if sent by electronic mail or post mail, or immediately upon posting to this Site.

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Some areas of this Site are restricted to travel agents or other authorized representatives. The Royal Park Hotel Information contained in such restricted areas is confidential to Royal Park Hotel, and is provided for business use only, which includes reviewing commission status and statements, and enrolling in our Electronic Funds Transfer program as described below. We reserve the right to prohibit access to, or use of, these restricted areas where we determine that such use or access interferes with this Site’s operations or that such use or access results in commercial benefits or other entities to our detriment. If you are a travel agent or authorized representative of a travel agent using this Site, the following apply:

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Electronic Funds Transfer (EFT): Royal Park Hotel may be able to make commission payments by electronic funds transfer (EFT) through the Automated Clearing House (ACH) System. If you complete the EFT registration process provided on this Sites, completion of the process signifies that you: (1) authorize Royal Park Hotel to make
payments by EFT; (2) certify that you have selected the designated depository institution and provided the correct account information; and (3) accept that all such EFTs will occur in accordance with the following: (i) you will give thirty (30) days' advance notice to Royal Park Hotel of any changes regarding your depository institution or other payment instructions; and (ii) you accept that all U.S. direct deposits are made with a payment type of “CTX”.

No Arrangements for Prohibited Persons: Royal Park Hotel is a United States company and is prohibited from providing services to certain “prohibited persons” who are government officials or residents of certain embargoed countries or territories, or terrorists or drug traffickers whose names are published on lists maintained by the United States Department of Treasury. You agree to use all reasonable efforts not to arrange for any of these prohibited persons to stay at, use or tour any Royal Park Hotel facilities.

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