



## **Piney River Ranch – Booking Terms & Conditions**

Our staff looks forward to making your visit to Piney River Ranch, LLC a Colorado limited liability company (“PRR”) a safe and enjoyable experience. We ask that you please take a moment to read this agreement (“Agreement”) attached hereto and incorporated herein by this reference, in full, to ensure that you understand the contents. When you book accommodations and activities with PRR, you must understand and fully accept the terms and conditions set forth for these accommodations. Thank you.

### **1. General**

At the time of booking or at check-in, we will take your credit/debit card details and you authorize the use of this card for any sums that become owing to us. We shall also have the right to require full payment in advance or a deposit at the time of booking in certain circumstances or if the booking includes the supply of certain items or services. No booking shall be treated as confirmed until the details and/or payment/deposit described in this paragraph have been provided. Payment of the deposit constitutes your acceptance and confirmation of the cancellation and use policies, restrictions, and additional information given in these terms and conditions. If a credit card is used for advance deposits or payments, you hereby agree to have the advance deposits and payments listed in rental confirmation charged to the credit card, and further agree that said amounts shall be subject to the deposit and cancellation policies.

You are responsible for payment of all nights confirmed, regardless of any late arrival or early departure.

At the time of check-in, we will authorize the accommodation charges (room/tent/cabin rate and any service charge) and anticipated incidentals for the duration of your stay against your credit/debit card. We may also choose to accept a deposit in place of payment card authorization by another valid form of payment, including cash.

During your stay our system will calculate the incidentals charged to your room on a daily basis. If the cost of those incidentals exceed the authorization taken on check-in, further authorization will automatically be requested and if such authorization is not available, we may request another method of settlement or a deposit to be provided, failing which we reserve the right to restrict access to your room.

All outstanding charges must be paid for in full on check-out from the Accommodation (as defined below). If the outstanding charges do not exceed the authorization taken on check-in, the authorization for the amount not utilized will be released, however, we cannot control how long it takes for your bank to affect such release. If staying for multiple nights at the Accommodation, we may require you to make payment for any outstanding charges on a more frequent basis during your stay.

### **2. Damage**

We reserve the right and you hereby authorize us to charge your credit or debit card for any damage incurred to your room, cabin, tent or yurt (the “Accommodation”) or any of our facilities during your stay (including without limitation specialist cleaning) or for any items that are missing or that are damaged when you leave. You hereby agree to be responsible for any and all damages or losses suffered by PRR as a result of your conduct or your guests or invitees conducts, as well as any damage beyond normal wear and tear during the term of your rental. A \$300 cleaning fee will be charged per unit for any extra ordinary cleaning that is required. This will be determined by and at the sole discretion of PRRs management, which will be billed to your credit card. Should you not return your key upon check out you will be charged a \$40 key replacement fee. A late check out fee of \$50 per accommodation will apply if you are not completely checked out of your unit by 11:00am. This includes moving all vehicles to the main lot.

In addition to the cleaning deposit, a Security/Damage deposit is required at check-in, and must be credit card or cash! No checks accepted! If Guest(s) have no major credit card, a cash deposit of \$200.00 to \$1,000.00 may be accepted depending on the property. Security Deposits may be paid in the form of personal check drawn on a U. S. Bank (check must be received 30 days prior to arrival), cash, or credit card, along with a valid driver's license. This security deposit will be returned within thirty (30) days of the departure date, provided proper check-out procedures are followed, and there is no breakage or damage to the premises or Accommodation.

Credit Card Agreement - I am providing my credit card number as a guarantee of payment to PRR. I agree to pay all rent, charges and damages related to property rental. I accept all terms of the lease agreement and accept all liability for rent, damages and charges related to property rental, as well as any damage beyond normal wear and tear during the term of my rental/lease with PRR. I understand that these costs will be charged to my credit card. In the absence of another payment arrangement, I authorize PRR to charge my credit card for payment of these items. PRR may use any funds received from me upon PRR’s receipt of such funds.

### **3. Guest Behaviour**

Guests are requested to conduct themselves appropriately at all times and to comply with PRR procedures and/or requests with regard to conduct and respect for the property of PRR, its employees and guests and their health and safety. Guests are requested not to disrupt the comfort and enjoyment of other guests, the smooth running of PRR, or cause offence to other guests or our members of staff. Quiet hours are reflected from 10pm-8am daily. We reserve the right to refuse accommodation or services or remove you and members of your party from PRR if, in our reasonable opinion, we consider this provision to have been breached. Where this is the case, PRR shall have no obligation to refund you for lost Accommodation, other services or any other loss or expense incurred. Should an event be taking place during your stay, on commencement of the event you will have no access to any and all of the event space. Please access the lodge, restaurant, restrooms, and the activities from behind the event space.

### **4. Food and Beverage policy**

Guests are free to bring their own food and non-alcoholic beverages to Piney River Ranch for their own personal consumption. All personal food and beverages must be consumed within the confines of your accommodations. Operating under a liquor license, the State law requires that all alcoholic beverages be purchased from the PRR bar. Under no circumstances are you allowed to bring in your own alcoholic beverages. If you do so, you will be fined \$100 for violating our liquor policy, and will be asked to leave the premises immediately. You will also be charged in full for your accommodations.

### **5. No Smoking**

Guests are not permitted to smoke or vape, including without limitation, e-cigarettes, in rooms or public areas. PRR has a zero marijuana policy throughout the entire property. Should you be found to be in possession of marijuana in any form you will be fined \$200 and asked to leave PRR property immediately. You will also be charged in full for your accommodations.

### **6. Plumbing**

Due to PRR's remote location in the wilderness and proximity of the cabins to the lake, our accommodations do not have any plumbing. We do not offer any showers for guest use. PRR has a shared bathhouse with men's and women's restrooms available for our overnight guests and day visitors.

### **7. Children**

All children (a person under 16 years of age) staying at PRR must be accompanied by an adult and must be supervised by an adult at all times. All guests must be 21 years or older to check in.

### **8. Pets**

Guide dogs are accepted with prior arrangement, and other dogs may be accepted at PRR's discretion. Each pet permitted will require a \$30 nonrefundable pet accommodation fee. No pet is permitted in or on any PRR bedding or furniture. A \$150 cleaning fee will be charged to your credit card should we find this policy to have been breached. You are responsible for disposing of all pet waste appropriately in provided trash containers. Pets must be leashed at all times throughout your stay. Failure to comply with the above rules may result in a fine and/or being asked to leave the premises immediately. If you are asked to leave, you will be charged in full for your accommodations.

### **9. Force Majeure**

PRR accepts no liability and will not pay any compensation where the performance of its obligations is prevented or affected directly or indirectly by or as a result of force majeure or any circumstances beyond its reasonable control including, but not limited to, flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, fire or failure of electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.

### **10. Limitation of Liability**

PRR will not be responsible for the loss or damage of any property left in or at PRR other than as required under any other applicable law. PRR will not be liable for any indirect, consequential or pure economic loss or any loss of profit, goodwill or opportunity (whether caused by the negligence of PRR, its employees, contractor or agents or otherwise). PRR's total liability shall not exceed the value of the charges received by it under this agreement. Nothing contained in this agreement or in any other document referred to or incorporated in it shall be read or construed as excluding any liability for death or personal injury caused by PRR's negligence or liability for fraud or fraudulent misrepresentation.

### **11. Cancellations**

A 14-day cancellation notice in writing is required for all individual bookings prior to your arrival date to receive a refund. "All accommodation buyouts" must be cancelled in writing 21 days prior to arrival. If you cancel your individual confirmed reservation within 14 days or full buyout within 21 days, you will be charged 100% of your booking. To cancel a reservation, please email [info@pineyriveranch.com](mailto:info@pineyriveranch.com)

### **12. Web Site Information**

While all reasonable efforts have been taken to ensure the accuracy of information on the website, PRR does not accept responsibility for errors or omissions and reserves the right to amend, cancel or vary any of the arrangements featured on the website without notice. Please note that in certain circumstances, generic photographic images have been used to represent the general style of a particular product or accommodation.

### **13. Restrictions on Use**

Guests shall not violate the quiet enjoyment of other renters. Guests shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the PRR premises. Guest shall keep the premises as clean and sanitary as conditions of the premises permit, and shall not commit waste or nuisance, annoy, molest, disrupt or interfere with any other renter or neighbor. Guest shall pay PRR for the costs of repair, replacement or rebuilding any portion of the premises damaged by the Guest, Guest's guests or invitees or by Guest's personal property or pets.

### **14. Indemnification**

Guest shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss, damages or liability (including attorney's fees and expenses of litigation) for any property damage (real or personal) or personal injury on the PRR premises by any cause or arising out of conduct of Guest(s), their guests and invitees, except to the extent caused by PRR's gross negligence or willful misconduct. The provisions of this section shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination.

### **15. Jurisdiction and Legal Fees**

Any dispute regarding this Agreement which may proceed to litigation shall be heard in the county and district courts located in Eagle County, Colorado. If a dispute arises between you and the PRR with respect to this Agreement which leads to proceeding to resolve such dispute, PRR shall be entitled to receive its reasonable attorneys' fees, expert witness fees, and out of pocket costs incurred in connection with such proceeding in addition to any other relief it may be awarded.

I have read and understood all of the rules, terms and conditions. By signing this agreement upon checking in or by checking the box upon booking, I agree to all the rules, terms and conditions as set forth in this Agreement.

GUEST(S)

Signature(s): \_\_\_\_\_

Print Name(s): \_\_\_\_\_

Date: \_\_\_\_\_ Accommodations: \_\_\_\_\_

Thank you and enjoy your stay!

Sincerely,

**Piney River Ranch LLC**