

## DTR Lodging and Services Terms and Conditions for Private Home Rentals

This agreement requires the Group Leader or Reservation Lead signature prior to final confirmation of a private home rental managed by DTR.

### 1. Reservations and Confirmations

1.1 These Terms and Conditions apply to lodging and services provided through Devil's Thumb Ranch, Inc., (DTR). DTR reserves the right to modify these Terms and Conditions at any time by posting on the Terms and Conditions page of the DTR website. The property where you stay (private home or other property) is referred to as the Home, and any person occupying the Home is referred to as a Guest.

1.2 The person signing the Rental Agreement is the Group Leader. The Group Leader must be at least 25 years of age and must be a member of the group staying at the Home. The Group Leader is responsible for informing all Guests and visitors of these Terms and Conditions, and Group Leader is responsible for the actions of all Guests in the party and any visitors.

#### 1.3 Confirming a Reservation:

1. DTR will not confirm reservations until it has received the required deposit and the Group Leader has signed the Rental Agreement. Reservations are not considered fully confirmed until DTR sends a written acknowledgement of receipt of the signed rental agreement by the Group Leader.
2. To confirm a reservation, the Guest must pay a deposit of 1 night's lodging rental rate inclusive of associated taxes and fees and provide the signed Rental Agreement within 24 hours after the Rental Agreement is emailed.
3. The remaining balance of the total cost is due 30 days prior to arrival. Reservations within 30 days of arrival require full payment at the time of reservation.
4. DTR may cancel any reservation that does not comply with these requirements. Prices and availability are subject to change until the reservation is confirmed.
5. Once confirmed, the specific Home and dates you reserve are guaranteed. If an unforeseen circumstance causes the Home to be uninhabitable, DTR reserves the right to substitute the original accommodations for the closest equivalent accommodations that are available. If DTR is unable to provide suitable substitute arrangement, DTR will provide notification in writing and a full refund of the lodging rental rate.

1.4 DTR may refuse to accept or cancel any reservation if any Guest in the party has previously breached the DTR Terms and Conditions.

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1.5 Guest is aware that all dining, spa, activities, and/or special requests at Devil's Thumb Ranch Resort & Spa should be booked in advance and confirmed with our front desk or concierge by calling (970) 726-7000. Any verbal communications should be confirmed by e-mail. Dining, activities, and spa reservations that are not booked and confirmed by email in advance may not be available.

1.7 Vacation Home Rentals are subject to applicable resort fees, sales tax, and lodging taxes which may be subject to change without notice. Final lodging quotes shown are inclusive of rent, cleaning fees, resort fees, and taxes.

## 2. Check-In / Check-Out

2.1 Check-in time is from 4:00 pm and check-out is by 11:00 am. Early check-in or late check-out may be possible by prior arrangement and cannot be guaranteed more than 24 hours prior to arrival. Group Leader must notify DTR if the first party to check-in will not be the Group Leader. Failure to do so may result in delay or refusal of check-in for that person.

2.2 Homes are inspected after every stay, and additional cleaning charges will be imposed if the Home is not left in a reasonable condition and extraordinary cleaning is required.

- Please leave windows and doors closed.
- Please leave trash in receptacles and/or taken to the garage rolling bins.
- Please put away clean dishes or leave in the dishwasher.
- Please leave used towels in the bathtub or shower.
- Please close garage doors.
- Please leave furniture in its original location.
- Please put all keys and garage door openers (if any) placed on the kitchen counter

2.3 Guests must verify the number of keys and garage door openers received at check-in and agree to pay \$35.00 per lost key and \$75 per lost garage door opener.

2.4a Check-in for Guests staying at a private home managed by DTR is at the Devil's Thumb Ranch Resort & Spa front desk. The resort is located at 3530 County Rd 83, Tabernash, CO 80478. Guests may check in at the DTR front desk after 4:00 pm. All guests

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will receive direct communication from DTR regarding any check-in instructions prior to arrival. All Group Leaders must provide cell and e-mail contact information. Access to the residence requires payment in full, a valid government-issued photo ID, a credit card to be kept on file to which any incidental amounts payable by Guests may be charged, a signed Rental Agreement, and a signed Registration Form.

2.4b When checking out, keys must be dropped off and folios finalized at the DTR front desk. If the residence requires extra cleaning, there will be an additional cost charged to the credit card on file after departure.

### **3. Cancellation and Refunds**

3.1 Notification to DTR in writing (e-mail) is required for the Guest to cancel any lodging reservation, catering, additional services, or activities.

3.2 In the case of cancellation by the Guest, all refunds are subject to DTR Guest House cancellation policies. The original deposit of 1 night's lodging including taxes and fees is nonrefundable. The entire reservation is nonrefundable 30 days or less to the date of arrival.

3.3 DTR highly recommends that Guests purchase travel insurance to protect their investment in the event they get sick, delayed, or otherwise cannot make the trip. No shows based on Covid or other types of illness are not eligible for any refund consideration.

3.4 There are no full or partial refunds for late arrivals or early departures.

### **5. General Terms and Conditions**

5.1 Travel to and outdoor and indoor activities in mountain areas during any time of year involve risks that Guests must make themselves aware of. Potential risks include, without limitation, those associated with slippery conditions, falling snow and ice, freezing or high temperatures, and high altitude. Guests waive and release and agree to hold harmless and indemnify DTR and the Homeowner against any and all claims, actions, and damages (claims) arising from any cause during their stay, including out of activities they participate in during their stay, including, without limitation, personal injury, property damage, expenses, judgments, fines, settlements and other amounts resulting from the Guest stay, other than claims arising from the gross negligence of DTR, its agent, or employee.

5.2 DTR is not responsible for Guests' property. Please consider leaving valuables at Home.

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5.3 Quiet time is from 8 pm to 8 am. Homes are in residential areas, and any violations of municipal noise or disturbance ordinances may result in citations and fines, which are the sole responsibility of the Guests. DTR may immediately terminate the stay of any Guest causing unreasonable noise and disturbance and retain all amounts paid. No events / parties / weddings / DJs or Bands with amplified sound are permitted, and this will be strictly enforced.

5.4 **The Big Chill** has a maximum occupancy of ten guests. The number of visitors at the house at any time may not exceed the stated maximum overnight occupancy of the house. Guest House rentals are not intended for group congregations above the number of people staying at the house. If this restriction is violated, DTR may immediately terminate the stay, retain all amounts paid, and charge an unauthorized event fee to the Guest's credit card on file.

5.5 Without limitation, the following are prohibited: **open fires outdoors**, outdoor sleeping, any activity where more than the maximum number of overnight occupants are present in the house, events (such as weddings, parties, receptions, bachelor/bachelorette parties), tents or other outdoor structures, temporary or permanent, commercial kitchens, the preparation of any food onsite for persons other than Guests and visitors, parking RVs or other large campers in driveways, and use of snowmobiles around the property or in the neighborhood.

5.6 Smoking and vaping are not permitted in any part of the Home including on decks, balconies, or porches. and within one hundred feet of entrances. Any Guest that are smoking or vaping (tobacco or cannabis) in the **The Big Chill** or on its property will be charged \$2,000.00 per night.

5.7 **Due to the high level of forest fire danger, there are no open fires or smoking allowed outside of the House or on property grounds.**

5.8 DTR standard housekeeping service is included with the lodging rate. Standard housekeeping includes an exit clean, based upon the Home or Residence being left in a reasonable condition (see 2.3). Standard housekeeping includes a daily service clean, including towel change, and a full linen change is available upon request. Additional housekeeping services are available for an additional charge based on the requested service and the size of the Home.

5.9 Guests should avoid wearing outdoor shoes inside the Home to protect carpets and floor surfaces. Guests will be responsible for any additional cleaning charges or damage resulting from shoes being worn in the Home or any damages resulting from additional guests gathering at the home contrary to the terms described above.

5.10 Guests and visitors shall act responsibly and respectfully toward other Guests, DTR staff, and neighbors. If at any time during the stay a Guest or visitor acts in a

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dangerous, unruly, or malicious manner, including verbal or physical abuse, DTRM may immediately terminate the stay and retain all amounts paid.

5.11 Use of illegal drugs in the Home is prohibited and may result in immediate termination of the stay and DTR retaining all amounts paid. Marijuana, now legal in Colorado, may not be consumed by vapor pipe or smoked inside any Home. Edible marijuana products are a hazard that must be removed at check-out.

5.12 DTR and its employees are not responsible for underage consumption of alcohol or drugs by Guests or visitors, Guests or visitors driving while intoxicated, or any accidents involving Guests or visitors.

5.13 Equipment in the Home may require service or repair from time to time, and DTR will endeavor to facilitate this as soon as possible. No refunds or credits are provided if equipment or amenities are out of service.

5.14 Exclusive jurisdiction and venue for any legal proceedings between Guests and DTR or involving these Terms and Conditions shall be in Grand County, Colorado.

5.15 No more than four vehicles may be parked outside overnight. Guests are encouraged to use the garage for overnight parking. Guests are not permitted to park at any time on access roads, streets, or in areas providing access to other properties. Guests are responsible for any parking citations and fines that they incur.

5.16 **The Speed limit while on Ranch property and on the The Big Chill access road (Private Residential Property) is 15 mph.** Speeds above 15 mph are strictly prohibited.

## 6. Pets

6.1 Guests are prohibited from bringing any animals (pets) into any Home. Guest Houses do not allow pets.

## 7. COVID-19 Supplemental Terms

7.1 Guests diagnosed with COVID-19 are required to notify DTR at your earliest convenience. If this diagnosis is received following your stay, we would also appreciate knowing so that we can effectively protect our employees through testing and isolation if required.

7.2 If you are diagnosed with COVID-19, you are expected to isolate or quarantine until you are healthy and receive a test result confirming that you are no longer contagious. This may require that you stay longer than originally planned. If the Home

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you are staying in is available for a longer duration, you may be able to extend your reservation, which will be at your expense at the same pro-rata rate as was offered for your original stay. If the Home you are staying in is not available for a longer stay, you will be required to move to another property at your expense.

7.3 If you are diagnosed with COVID-19, you and all members of your party should isolate yourselves and eliminate contact with others in the local community. People who are infected but without symptoms have been shown to be potentially contagious to others. People with symptoms should be especially cautious about restricting contact with others. Testing is typically free, and we recommend that you contact medical authorities for guidelines on testing and treatment.

**Group Leader Printed Name:**

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**Group Leader Signature:**

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**Date:**

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