

## **Terms & Conditions:**

- 50% of reservation total due at time of booking
- Remaining balance due 30 days prior to check-in
- Failure to pay balance due 28 or fewer days prior to check-in will result in cancellation of reservation without refund.
- A \$50 fee will apply for returned checks. Reservation may be canceled by management without refund.

## **Cancellations:**

- A 3% fee on the refund amount will apply to all guest-initiated cancellations.
- All refunds will be applied to the original method of payment only.
- Guest will receive a full refund of Adventure Refined nightly rate/charges and applicable taxes if guest cancels more than 60 days prior to check-in.
- Guest will receive a 50% refund of Adventure Refined nightly rate/charges and applicable taxes if guest cancels 30-60 days prior to check-in.
- No refund of Adventure Refined nightly rate/charges and applicable taxes if guest cancels 30 or fewer days prior to check-in.
- As a courtesy, we will attempt to re-rent the property on cancellations 30 days or fewer prior to check-in. We will issue a variable refund of Adventure Refined nightly rate/charges if we are able to re-rent. Refund amount will be based on the new booking amount, which may be less than the original booking amount. A 3% fee will apply to the refunded amount. A cancellation fee of \$150 will also apply.
- Guest will receive a full refund of Adventure Refined nightly rate/charges and applicable taxes if property becomes unavailable prior to occupancy. Guest agrees to release any claims against manager and owner in that case.
- Adventure Refined is not responsible for and cannot refund services fees, booking fees, or other fees charged by Online Travel Agencies (Airbnb/VRBO/HomeAway/Expedia/etc). Refund of these fees is the decision and responsibility of the Online Travel Agency (Airbnb/VRBO/HomeAway/Expedia/etc).

## **Damages:**

Guests are liable for any and all damages to the townhouse property, Mountainside common area, hot tub, furnishings, equipment, household items that occurred during their stay whether it is caused by the guest or any invitee of the guest.

Guest must report any problems/damage found in the townhome immediately. Any damages/problems not reported within 2 hours of check-in will be considered to be caused by the Guest.

Any damages, mailed guest items, cleaning costs, etc. will be charged against the credit card on file and/or against the security deposit held.

## **Smoking:**

No smoking (of any kind) or vaping is permitted in the townhome, on the balcony, in the garage, or on the grounds. Violation of smoking restrictions will result in a \$500 fee which may be charged to deposit.

## **Pets and Service Animals:**

1. We comply with ADA requirements regarding Service Animals. A service animal is one that is trained to do specific work or perform a specific task for the benefit of an individual with a disability.
2. Animals that provide emotional support, well being, comfort or companionship are not recognized as service animals under ADA guidance and must be hosted under our pet policy.

3. Evidence that animal rules were not followed will result in fees charged to the credit card on file and/or loss of deposit.
4. Any and all damages caused by a Service Animal will be charged to the deposit.

### **Check In- Check Out:**

Check-in is at 4:00 pm | Check-out is at 10:00 am.

- Any renter found to be occupying the townhome on the assigned checkout day after 10 am without authorization will have their security deposit deducted at the rate of \$200 per hour or portion of an hour after 10 am.
- Any guests found to enter the property on the assigned check-in day prior to 4 pm without authorization will have their security deposit deducted at the rate of \$200 per hour or portion of an hour.

### **Noise and Nuisance:**

- Excessive noise or community disturbance is not allowed at any time.
- Quiet hours are between 9 pm and 8 am.
- As per the Town of Mammoth Lakes Quality of Life Ordinance, guests may be cited by the Town for excessive noise or disturbance.
- Violations including excessive noise or disturbance requiring a response from staff may result in immediate termination of the reservation without refund or may incur charges against the security deposit (and possibly additional charges to Guest credit card in excess of the \$500 deposit) as necessary.

### **Occupancy:**

Additional guests, above the number stated in your reservation, are not allowed. Violations of guest count (including non-overnight guests who are not a part of the reservation) may result in immediate termination of the reservation without refund and/or may incur charges against the security deposit (and possibly additional charges to Guest credit card in excess of the \$500 deposit) as necessary.

### **Refundable Damage Deposit:**

- Prior to your stay, your credit card will be authorized for a damage deposit of \$500.00. Your deposit hold will be released in full provided that: guests do not violate unit rental rules or policies; the unit, lockers, grills, HOA common areas and contents of these areas are left in undamaged/like condition; and all keys, parking permits, garage door openers, locker keys etc. are left in the unit in accordance with check out procedures.
- Violations, incidents requiring staff response, damage, and/or excessive cleaning will incur charges against the security deposit as necessary. You hereby agree to secure the unit against any and all damage by you or your guests during the time of your stay, and authorize Adventure Refined to use your security deposit or credit card for that purpose.

### **Hot Tub:**

Use of the hot tub is inherently dangerous. Therefore, you must agree to abide by the following rules and safety precautions and to indemnify and hold Adventure Refined harmless and in no way accountable for any liability for personal injury caused or permitted by Guest or any other person.

- Please shower before entering the hot tub.

- Watch your step as you enter and exit the hot tub, especially during winter when ice can form on railings and the balcony floor.
- Do not sit on the edge of the hot tub or lean against the open cover.
- Children under the age of 18 must be supervised at all times while in or around the hot tub.
- No more than 6 people in the spa at one time.
- Do not drink alcohol or use drugs before or while using the spa.
- A safe soaking time should not exceed 15 minutes.
- Do not use glass in or around the hot tub.
- No children under 4 years, pregnant women, elderly persons, or persons with diabetes, heart disease, blood pressure problems or persons with external infections, wounds or cuts in the hot tub.
- No underwater swimming, diving, jumping in, or rough play.
- Keep the hot tub covered at all times while not in use.
- Do not use the hot tub alone.
- Guest is solely responsible for ensuring that guests are healthy enough to use the hot tub.
- Our hot tub maintenance team monitors and adjusts the chemicals in the hot tub prior to your stay to ensure that it is kept at safe levels. Do not attempt to adjust water level or chemicals at any time.

### **Additional Policies:**

**Parking:** The maximum number of cars allowed in the garage is 2. There are also 2 exterior guest spots available in front of the garage. Park in designated spaces only. Parking violations may result in towing without warning. Snow removal around cars is the sole responsibility of the guest.

**Age:** Booking guest must be 28 years at the time of booking and reservation. Age-qualifying guest must be in residence during the full duration of the stay.

**Equipment Storage:** All sports and outdoor equipment (boards, boots, skis, poles, hiking shoes, sleds) must be left in the garage. Do not wear ski boots inside the townhome or bring equipment into the home.

**Common Area Amenities:** Adventure Refined is not able to guarantee all common area amenities will be in working order and cleared of snow. Refunds will not be given in association with these facilities/amenities. We will work directly with the HOA manager to ensure that every effort is made to correct any problem that might arise.

**Outside services:** Certain amenities provided in the townhome rely on technology or outside service which includes a possibility of failure. We cannot guarantee that fireplaces, internet connections, televisions, and appliances will function 100% of the time. Refunds will not be given in association with non-working features or amenities; however, we will make every effort to correct any problem that might arise.

**Lost Items:** We are not responsible for lost or stolen articles, or items left in the townhome after your departure although we will make every effort to find and return your articles. Retrieval, packing and shipping expenses will be the sole responsibility of the guest.

**Security Cameras:** For safety and security of guests and protection of property, exterior areas (entrances, garage, balcony) are monitored by real-time, cloud-hosted video surveillance.

**Winter Travel:** During winter, snow chains are often required in the Town of Mammoth Lakes and on the US 395. Highways are sometimes closed due to unsafe conditions. In town, streets and driveways can be impassable in snow and ice. Guests should carry snow chains and emergency supplies.

**Winter Safety:** Due to snow, ice and freezing conditions, please be cautious on the balconies and walkways which are prone to icing. Please be aware of falling snow and ice from building and roof. Do not stand under roof eaves.

### **LIMITATION OF LIABILITY AND INDEMNITY**

Guest agrees to indemnify and hold harmless Adventure Refined, contractors, contractees and assigns (together AR) against all loss, damage, expense, and penalty arising from any action of the Guest or visitors of the Guest which causes injury or death to any person or damage to any property. Further, except for AR's own negligence or willful misconduct, Guest agrees that AR, its agent, heirs and assigns, should to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the occupation of the rental units. Further, the resort area of Mammoth Lakes and the Eastern Sierras offer a number of outdoor activities including skiing and snowboarding, hiking, water, and snow play, which include inherent hazards, especially potential slip and fall accidents due to wet floors, and equipment. Guests are responsible for properly stowing equipment and for ensuring a safe, dry environment while in the units and building. Guests are encouraged to secure the appropriate travelers or vacation insurance and/or renter's insurance.