

# Cuchara Cabin and Condo Rentals' Policies

## 1. WE HAVE A 30 DAY CANCELLATION POLICY.

- If you cancel outside 30 days of your scheduled arrival date, there is a \$40.00 cancellation fee.
- Inside 30 days of your scheduled arrival date you will be billed for a minimum of 1 night's rental or forfeit the deposit amount required upon booking, whichever is greater.
- **Over holiday weeks/weekends, we have a NO CANCELLATION POLICY you will be charged the full balance of your scheduled stay regardless of the deposit amount and regardless of how early you cancel.**
- Cancellations made within 48 hrs of your scheduled arrival date are **subject to the FULL rental amount**. Please understand we have no opportunity to re-book the property and funds have already been spent preparing the property for you.
- Book only the nights you intend to stay. There will be no refunds or discounts for checking out early. Please understand we rely on your good faith to rent this unit and without cooperation, we lose the opportunity to rent this unit to others without reasonable notice. We have a high rate of return guests and spend considerable time turning away potential guests.
- No shows will be charged the full rental amount.
- In the event you book within the 30 day cancellation period, understand you are fully committing to the reservation and you will be charged under the terms of the above.
- Cancellations fees will apply to your original booked dates regardless of any changes you make to your arrival/departure date.
- In the event of a natural disaster or mandatory evacuation, guests who have not arrived will be refunded their deposit within 30 days **AFTER** evacuation orders have been lifted by appropriate officials. Guests that have already checked in will only be billed for the nights they have stayed. Cuchara Cabin and Condo Rentals **WILL NOT** be responsible for your lost travel expenses during a mandatory evacuation period.
- If you are concerned about your possible need to cancel or natural disaster, please consider purchasing Trip Insurance after making your reservation.

2. Please keep in mind our units are privately owned homes and condos. We reserve the right to substitute. Units do encounter unforeseen damage or mechanical failure that can temporarily remove them from being available. In this event, we will provide you with the most comparable accommodation. We will not charge additional if you are placed in a more expensive unit and will charge the lower rate if you are placed in a less expensive unit. There will be no refunds or discounts if we have to substitute a unit.

3. Cabin and Condo rates are based on an agreed-upon number of occupants. All pricing is based on the first 4 adults. Additional occupants without notice and payment is seen as an attempt to defraud and will cause the fees for additional adults to be doubled. Cabins and Condos are supplied based on the number of reported occupants.

4. Guests are responsible for any damage to the unit and will be billed accordingly. Excessively dirty units will be assessed with an additional cleaning fee. A **minimum** of \$100.00 will be charged to the registered guest for any excess cleaning or damage to an individual unit. Cleaning or repair costs in excess of that fee will also be charged to the registered guest. Please understand we schedule staffing and the next guest's arrival based on the assumption the unit has been left in a reasonable condition.

- Guests are expected to return the property to us in the condition you found it! Our staff washes linens, sweeps, mops, vacuums and performs standard cleaning to kitchens and bathrooms. Cleaning up renter-caused messes will result in additional fees. We are happy to provide photos as examples of excessively dirty units to relieve any questions upon request. **Many of our competitors charge a separate cleaning fee on top of their rental costs. We do not. As a result we expect renters to clean up after themselves.**

5. We will assess a \$25.00 non-refundable pet fee (for each pet) to those who make arrangements to bring a pet in units that allow. If our office is not notified of a pet, you will be charged a \$200.00 fine and possibly asked to depart immediately. Guests are responsible for any damages or cleaning in excess of the pet fee amount. This includes claw marks on furniture, walls or damage to decorations and excessive pet hair. Pets cannot be left unattended inside the property and are not allowed on beds or furniture. Please understand some of our owners and guests have allergies and our upcoming reservation could be lost without your cooperation. We designate pet friendly units for a reason.

6. All of our units are **NON-SMOKING** units. **This includes Marijuana!** We understand this may be inconvenient to smokers, but understand these units are for the general public and may offend non-smokers, children and individuals allergic to cigarettes. You are more than welcome to smoke outside the unit. We will supply a bucket for smokers to prevent cigarette butts from accumulating on the property. There is a \$200.00 fine automatically charged if any evidence of smoking inside a unit is found. This includes inside the garage on equipped units.

7. The properties are advertised as "fully equipped". Each property is privately owned and equipped based on the property owner's taste. Specific amenities, supplies and conveniences within the property are supplied by the property owner. Pots, pans, cooking utensils, towels and bed linens are provided and are the property of the home/condo owner. We supply a "starter pack" of hotel style soaps, dish washing soap and toilet paper. **WE DO NOT SUPPLY** paper products such as paper towels, napkins and kleenex. We also do not supply dishwasher detergent or laundry soap. Please bring your own towels and linens if you have allergies to standard laundry soap.

8. Guest indemnifies Cuchara Cabin & Condo Rentals, and representatives thereof, from and against any and all liability, loss damage, and expense, including attorney fees and disbursements arising from injury to persons or damage to rental property; occasioned by failure of the property owner to comply with any provision of law or this agreement; or occasioned by any act of omission of the property owner, persons renting or residing in owner's property, or owner's agents, servants, or contractors. Guest agrees to waive any claim whatsoever and hold harmless Cuchara Cabin and Condo Rentals, its representatives and property owner for accidents and claims resulting from accidents and or injury arising from use of the rental property and any of its equipment, porches, decks, stairs, parking areas, etc. Cuchara Cabin & Condo Rentals is contracted to its property owners and in every event works to the best interest of its property owners.

9. Acts of nature causing poor weather conditions or temporary power outages are not cause for refund or partial refund. In the event of road closures, guests who have not arrived will be refunded their deposit. Guest that have already checked in will not be held responsible for the remainder of their stay.

## Checking In

1. Check-in is not made available until 3:00 p.m. Check-out is 10:00 a.m. Unfortunately we do need to be strict on a 10:00 a.m. check-out time, as this unit does need to be cleaned and ready for the next person checking in at 3:00 p.m. We are more than happy to work with you if you make arrangements in advance to stay later. Please understand we have to pay our hired help to wait on a check-out if you depart late and we run the risk of not having the unit ready for the next person. **We will assess an hourly charge of \$50.00 per hour you are late in departing.** If you stay later than 3:00 p.m. on your scheduled departure date, you will be charged for a full night's rental and additional fees will apply if the upcoming reservation that was awaiting your departure is lost.

2. The full amount of your rental is due at check-in. For your convenience we accept Visa, Master Card and Discover, however due to rising processing fees and attempts to keep our pricing low, Checks and Cash are preferred! We do understand that many of our guest arrive after-hours, therefore we will authorize the credit card on file prior to making keys available to you on your arrival date and release those funds if you choose to use an alternative method of payment. If we cannot authorize funds, we will not release keys. In the event of non-payment, the customer is responsible for all fees associated with collection. Please settle your bill within 24 hrs of check-in.

3. Keys and directions to your unit for after-hour arrivals are placed in the drop box located just right of the office doors. You are welcome to check-in any hour of the night and settle the balance due on your stay the following day.

4. Upon check in, if you are not satisfied with your accommodations or encounter a mechanical problem with the unit, notify us immediately. We will happily try to resolve the problem or place you in a comparable unit (if available) if the problem cannot be fixed. **Please understand we do not issue refunds or discounts.** We need an opportunity to resolve a problem or complaint.

## While you stay

1. **Respect the property you are staying in!** These are privately owned properties and owners expect everything to be in the same condition as when they left. Also, understand the next guest will be just as critical as you. **Our quality is dependent on renters taking care of the property they are in. Treat the property better than your own home!**

- DO NOT drive or park on grass, even if it is just to unload.
- DO NOT rearrange furniture. Putting furniture back in it's original location takes time and may sacrifice the time of availability for the next arrival. Renters will be billed for any time spent rearranging furniture or worse billed for something we assume to be missing!
- DO NOT adjust refrigerator temperatures. Many people turn them up too high which actually cuts off cold air from the refrigerator. Also, remember you are placing warm food in an empty refrigerator when arriving. This raises the internal temperature of the refrigerator. It will take time for the refrigerator to return to it's normal operating temperature.
- DO NOT leave heating thermostats on while you have windows or doors open.
- DO NOT walk into a home with muddy or dirty feet! Shampooing carpets takes time and ruins the next guest's stay. Renters will be billed for new stains and muddy footprints.
- IF YOU spill something, clean it up. This includes spills on the stove, carpet, inside the refrigerator or on furniture.
- PLEASE understand this is someone's home. They all keep personal items for their use within the property.

2. We purposely leave condiments and other non-harmful foods from prior guests in the cabinets and refrigerators. This is a courtesy not neglect. We see no point in wasting catsup, mustard, etc. This saves you money and hopefully you return the favor to the next guest if you use the last of something. These are not items we supply. You never know they might be the ones departing prior to your arrival next year!

3. We understand that accidents do happen. Please report accidents, so we can fix them. Letting us find something when you check out is assumed to be negligent.
4. Call the office when it is time for trash pick-up during your stay. If you leave a message after-hours we will do your pick-up the following day. Please do not set your trash outside at night or use private dumpsters.
6. Each property is provided with a "starter pack", which includes two rolls of toilet paper, two garbage bags per trash can and dish soap. Once you have used the items in the starter pack, additional supplies can be purchased at the local general stores.
7. We do not offer a daily maid service. The bedding and towels are provided based on the number of reported occupants. We also do not supply laundry soap for units equipped with a washer and dryer.
8. Cuchara Cabin and Condo Rentals acts as a "broker" between the renter and the homeowner for a rental transaction only. We do not perform general maintenance and repairs to the properties nor do we provide additional services. We always make the best attempt to assist our guests for the best possible experience. Cuchara is a remote area and for most guests the appeal is the "undiscovered" feel of the area. However, this does mean additional services, repair/maintenance contractors and parts readily available in more populated areas are not always a quick phone call away.
9. Many of our properties are equipped with wireless internet or satellite TV. While staying in a remote area, outages can occur and are beyond our control. Please understand, there will be no refunds or allowances for checking out early due to an internet or television outage. The same will apply to power outages, which can happen as a result of wind, lightning or line maintenance in the area.

### **Checking out**

1. We require that all guests wash all dishes and place all trash in the bags provided prior to checking out. Keep in mind, we supply dish washing liquid NOT dishwasher detergent. Return games and pieces to their appropriate locations, return movies to their appropriate sleeves and locations. **The property should be left in the same condition in which you found it!** Please read item #4 of page #1 for additional details. Fees listed above will be charged if these items are not completed.
2. Your balance should be settled within 24 hours of checking in. Please return keys to the office. In the event you are checking out prior to business hours, please leave keys in the drop box located to the right of the office doors.
3. If you are renting during the winter, return all heaters and thermostats to 50 degrees.

**By signing below you acknowledge that you have read and agree and are willing to comply with all of the Cuchara Cabin and Condo Rental Policies. All fees and expenses associated with collections of rents, repairs or theft will be paid by the customer with the maximum applicable interest rate allowed by Colorado law. Jurisdiction will remain Huerfano County.**

Please realize we are not trying to be harsh with rules and regulations, but we pride ourselves in providing the highest quality units in the area at the most competitive prices. We need your cooperation to make the next guest's stay as pleasant as yours was.

Thank you  
Cuchara Cabin and Condo Rentals