

Reservations Unlimited, LLC Vacation Rental Agreement Terms & Conditions

Reservation Requirements:

Any Guest who books a reservation expressly agrees to be fully bound by these Terms & Conditions. Guests making reservations must be at least 21 years of age, must be able to show proof of age at any time during their stay, and must agree to the Terms and Conditions of Reservations Unlimited, LLC's Rental Agreement. Reservations Unlimited, LLC reserves the right to refuse service to any person or party.

A 25% non-refundable reservation payment is required at the initial booking and will be applied to the total amount due. The final payment is due 30 days before the guest's arrival date and is completely non-refundable at that point unless the property can be re-rented to another guest for the same period. The final payment will be billed to the credit card on file unless other payment arrangements have been made. Please note that if the 30-day final payment falls on a holiday, it may be charged on the last business day prior to the final payment date.

Payment options include Visa, Master Card, Discover, American Express, and cashier's check. Personal checks are NOT accepted.

The place of performance for all reservations handled by Reservations Unlimited is 312 W Main Red River, NM 87558.

Cancellation Policy:

Reservations canceled 31 or more days prior to the date of arrival will be refunded, less a 10% fee to cover merchant service charges (5% for the payment and 5% for the refund). Reservations with an arrival date of 30 days or less away are not eligible for a refund unless the property is re-booked to another guest for the same dates. If the property can be re-booked, the original guest will receive a refund, less a \$100 cancellation fee. This policy will be temporarily updated as needed to match any local restrictions that are in place for the dates of your reservation. All reservations made through a third party such as Airbnb, HomeAway, VRBO, Expedia, Booking.com, Trip Advisor, FlipKey, Vacation Places to Stay, Google, etc., are subject to the terms and conditions of Reservations Unlimited, LLC, and any changes to the reservation, including cancellations, must be processed through both Reservations Unlimited, LLC and the third-party with whom the initial reservation was made, if applicable. Reservations Unlimited encourages all guests to book directly so they will save the additional charges that are often added to reservations made through a third-party agent, including VRBO, HomeAway, Airbnb, FlipKey, Expedia, Google, and Booking.com.

Confirmation:

Guests will receive a reservation confirmation via email to the email address provided during the reservation process. Please review your confirmation immediately upon receipt to verify the accuracy of the reservation. Please contact our office immediately if you have not received your confirmation email. An email and/or text with check-in instructions will be sent to the email address and phone number on file 1-2 days prior to your scheduled check-in date and time. Any errors must be directed to Reservations Unlimited, LLC, within 24 after the booking. After 24 hours, the reservation information will be considered accurate, and any changes to the reservation will be made at the discretion of Reservation Unlimited, LLC.

Please note that Reservations Unlimited LLC has nightly minimums for all reservations, which can vary throughout the year. The following is a guideline for the minimum requirements:

Two-night minimum at all times unless otherwise indicated below;

Christmas has a four-night minimum.

Spring Break has a three-night minimum.

Summer has a three-night minimum.

Memorial Weekend, 4th of July, Labor Day, Presidents Weekend, and Martin Luther King weekend may have a three-night minimum.

If a guest requires fewer nights or would like an early check-in or late check-out, please contact Reservations Unlimited to see if we can accommodate the request.

Day of Arrival:

Guests will receive an email and/or text 1-2 days before arrival that includes various check-in information. Our goal is to have you into the property by 3:00 PM; **however, it is not guaranteed**. During peak rental periods, we cannot guarantee a 3:00 PM check-in, but every effort will be made to ensure the property is clean and ready for the guests' arrival as quickly as possible. All check-ins must start at our office at 312 W Main Red River, NM 87558. At that time, a team member will provide and, if possible, review driving directions to the property, house policies, supply keys, and/or a keycode to access the home you have rented. Regardless of the reservation method, a valid credit card must be provided before or during check-in time to cover any excess damage, incidental charges, or missing property during a guest's stay. Each property is inspected before arrival and once again after departure.

Late Arrivals:

Guests who plan to arrive after 5:00 PM should notify our office of a late arrival. Guests who need to check in after hours will find their check-in information, including any required door entry codes, enclosed in an envelope with their last name clearly displayed and taped to the front office window.

Early Check-In:

While check-in begins at 3:00 PM, we cannot guarantee a 3:00 PM check-in during peak periods. If we can accommodate an earlier arrival, we may do so for an additional charge.

Day of Departure:

Check-out time is on or before 10:00 AM on the final day of occupancy. Please follow the check-out procedures on the information sheet provided at check-in, lock up the house, and, if applicable, return the keys to our office. Check-out procedures include properly removing the trash (you can use any brown dumpster located in town – if you are staying in the upper valley, you will need to bring your trash to town prior to departure or be billed an additional fee) and starting the dishwasher prior to checking out, if necessary. Guests departing before 8:00 AM can leave keys in the drop box on our front porch. Please be aware that there are no refunds for early departures.

Late Check-Out:

Please know that it is our desire to try to meet every guest's needs when possible. While any late check-outs must be arranged in advance, they are not always available.

Accidental Rental Damages to Rental Property:

Accidental rental damage protection is included for any damage or accidents that occur to the premises during your rental period, subject to exclusions and limitations up to the coverage limit on the policy provided for each property. Any damage or accident that is not covered under the policy will be the responsibility of the leaseholder. The premium for the insurance policy coverage is non-refundable.

Cleaning Fee:

Reservations Unlimited, LLC reserves the right to add an additional cleaning fee to any reservation if the property is left in an unreasonable condition after the guest checks out. The fee varies depending on the size of the property and the actual condition of the property. This fee may be applied for cleaning and laundry services upon departure. To avoid an extra cleaning charge, guests are asked to wash the dishes, take out the trash to any brown dumpster located in town (an additional fee applies if trash is not properly disposed of), and leave the property in a reasonable condition. Any extra charges will be charged to the credit card on file.

Pet Policy:

Many of our homes are not pet-friendly. Arrangements for pets must be made in advance for the select units where they are welcome. A \$125.00 (up to \$250 in select properties) pet fee will be charged to the

credit card on file for any unauthorized pets and any repair charges resulting from the violation. Please note that a pet fee may be charged after a guest's stay if we find evidence of an undisclosed pet on the property. Owners of any unauthorized pets may be immediately evicted with no refund. For units that do welcome pets, guests must declare all pets in advance. There is a \$125 (up to \$250 in select properties) non-refundable pet fee with a two-pet limit. Pets must be well-behaved, reasonably quiet, and kenneled while guests are out of the unit. Fully licensed service animals are exempt from the pet deposit; however, the fee applies to emotional support pets. Pet owners are expected to clean up the yard after their pets. Failure to do so will result in an additional \$100 clean-up fee.

Non-Smoking Policy:

Smoking is not allowed in any of our properties at any time! Smoking is permitted outside and away from the building. Please dispose of cigarette butts in the proper location. A \$500.00 fee will be charged to the credit card on file for any evidence of smoking inside, and a clean-up fee may be applied for improper disposal of cigarettes, among others.

Occupancy:

All occupancy must conform to our occupancy guidelines. Occupancy may not exceed what is posted for each home. Maximum occupancy includes infants and children. Exceeding occupancy may result in immediate eviction with no refund. Any reunions, wedding parties, and/or gatherings that are larger than the maximum occupancy of the unit being rented will require the services of an approved, independent, third-party event planner for the duration of the event and require an event fee to be paid by the guest. Guests who do not abide by this rule may be subject to eviction with no refund.

Firewood:

As a courtesy to our winter guests, a basic supply of firewood is provided for each reservation in homes with a wood-burning fireplace during ski season only. During the spring, summer, and fall seasons, firewood is not provided.

Keys or Keyless entry codes:

All keys and/or keyless entry codes must be obtained from Reservations Unlimited, LLC, at the time of check-in. All keys provided to the guest must be returned at check-out. A \$20.00 replacement fee will be charged per non-returned key.

Specials:

Specials and discounts are occasionally offered on our website and through our social media channels. Specials are subject to change without notice. Guests must mention the special at the time of booking for it to be valid. No discounts or special offers can be added after the transaction has taken place.

Conduct:

All guests are responsible for the home that they are occupying. Reservations Unlimited, LLC is acting as the agent on behalf of each individual homeowner, and we ask that you treat each property, its furnishings, and its exterior surroundings with the utmost respect. House parties are not allowed and will not be tolerated at any time, and any violation will subject all guests to removal, without refund, by the local Marshall. No firearms or fireworks will be discharged on any property. Guests are prohibited from trespassing on neighboring properties unless specifically invited and must avoid disturbing neighboring property owners by keeping music, voices, and any other noise to a reasonable level.

Transportation:

Especially during colder months, access to some properties does require snow chains or 4-wheel drive due to location and precipitation. Please prepare accordingly. Reservations Unlimited, LLC makes every effort to ensure accessibility to each home; however, guests must make reasonable concessions to physical and climatic circumstances. Reservations Unlimited LLC will not be held responsible if a guest is unable to access a property for any weather-related reason.

Parking:

Many properties have limited parking spaces, and some properties do not offer enough space for a trailer. Please consult with the office for the property's parking details. Illegally parked vehicles may be towed by local law enforcement. Any parking disputes will be resolved by the local Marshall. In accordance with the ordinances of the Town of Red River, no RV parking is allowed on any of our properties. There are several conveniently located RV parks. Please help us comply with the town of Red River by parking any RVs at the proper locations.

Right of Entry:

It is not our desire to disturb guests during their stay. However, situations may occur that require entry to the property. Reservations Unlimited, LLC reserves the right to enter the property at any time to investigate disturbances, check occupancy, check damages, or make repairs, alterations, or improvements as we deem necessary.

Terminations and Substitutions:

Reservations Unlimited, LLC strives to fill all reservation requests. However, some unforeseeable events may be out of our control, such as the sale of a property, mechanical failures, or frozen water lines. If a situation arises that makes the home uninhabitable, Reservations Unlimited, LLC reserves the right to move a guest to an available property with every effort to provide a comparable property. No credit or refund will be issued unless the alternate property is not available.

Hot Tub Liability Waiver:

Reservations Unlimited reserves the right to pre-authorize a separate \$500 (or \$850 in select properties) security deposit that will be held until the reservation has been completed for single-home properties with a hot tub that is available to guests. The charge will only be valid if the guests do not use the hot tub responsibly. Use of the hot tub shall be at the guests' own risk, and the guest agrees to indemnify and hold the homeowner, HOA, and property manager harmless for any injury or loss of life sustained to the guest or guest's invitees as a result of the use of the hot tub. In an effort to minimize any cross-contamination or potential infection, guests are required to shower immediately before using the hot tub. Guest agrees not to permit any child under the age of 4 or who is not potty trained in the hot tub at any time and to NEVER permit any child under the age of 14 to enter the hot tub without constant adult supervision and/or when the temperature exceeds 100 degrees. Guests who are pregnant or think they may be pregnant should consult with their doctor prior to entering a hot tub and should never enter the hot tub if the temperature is over 100 degrees. If you have a heart condition, please consult with your doctor prior to use of the hot tub. Guests with communicable diseases shall not enter the hot tub. Guests shall not introduce any substance into the hot tub and shall refrain from drinking beverages other than water or eating food in the hot tub. Guests shall not stand or sit on the hot tub cover and shall exercise caution when entering and exiting the hot tub. Reservations Unlimited, LLC, the owner of any individual unit and/or any HOA, if applicable, shall not be responsible for any accident resulting from a guest's use of the hot tub or the presence of a hot tub on the property.

General Liability Waiver:

Reservations Unlimited, LLC, and the owners of any individual unit are not responsible for any accidents, injuries, or illnesses that occur while on the premises or its facilities. Reservations Unlimited, LLC, and the owners of any individual unit are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests expressly assume the risk of any harm arising from their use of the premises or others whom they invite to use the premises.

Repairs and Service Calls:

Reservations Unlimited, LLC cannot guarantee against mechanical failure of heating: hot tubs, sauna steamer rooms, TVs, satellite receivers, DVD players, Wi-Fi modems, or other appliances. Please immediately report any equipment that is not operating properly to our office. Reservations Unlimited LLC will make every effort to resolve the problem as quickly as possible. All maintenance repairs must be reported to Reservations Unlimited, LLC, between 8:00 AM and 5:00 PM. Please call the after-hours number on the check-in sheet for after-hours emergencies. Guest(s) understand and agree that Reservations Unlimited, LLC, and/or a repair crew may need access to the cabin to make the repair.

Left Items:

Reservations Unlimited, LLC is not responsible for any items left in the home after departure. Please notify us of any left item, and we will make every attempt to locate it and return it to you for the cost of shipping. Items not claimed within 14 days will be deemed abandoned, and Reservations Unlimited, LLC may dispose of the items in any manner they see fit.

Nature of Agreement:

This Vacation Rental Agreement is a binding commercial lease, and no guest under this agreement shall be construed to be a tenant as defined under the Uniform Owner-Resident Relations Act or to have any of the rights contained thereunder unless otherwise specified by law.

Website:

The information provided via our website is believed to be accurate but is not guaranteed. We have made every effort to ensure that all the information is accurate and current; however, the possibility of errors and omissions does exist, and Reservations Unlimited LLC will not be held liable for these errors and omissions. Reservations Unlimited LLC will make corrections as quickly as possible if errors are brought to our attention.