

Guest Agreement

In order to secure a reservation with the Owners (Barbara Doddek and Michael Glinsky of Casita de Soledad), you as the lessee (the Guests), must accept and agree to the Terms and Conditions that follow.

Rental Policies

1. Smoking indoors is NOT allowed. Smoking is allowed outside but must be fifteen feet away from any door or window. If renting a multi-house property and other guests are located adjacent or near you rental, do not smoke within 20 feet of other renters or houses.
2. People other than those in the Guest party set forth above may not stay overnight in the property. Any other person in the property is the sole responsibility of Guests. You are responsible for all their actions and all rules applicable to you as the renter applies to your guests.
3. The unit is privately owned; the Owners as the property managers, are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Owners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
4. Keep the property and all furnishings in good order. Do not re-arrange furniture. In the unfortunate event that something is damaged you agree to inform the Owners immediately. You are financially responsible for any damage to the property, outside of normal wear and tear. Costs related to fully repair, restore and/or replace the damage will be withheld from the damage deposit, recovered from the insurance, or be directly paid by the Guest.
5. Only use appliances for their intended uses.
6. PETS are NOT permitted on the property
7. Parking: One (1) covered parking space is provided on the left hand side of the carport. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner. No trailers or recreational vehicles (RVs) are permitted. Renter guests must abide by parking rules.
8. Housekeeping: There is no daily housekeeping service. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We do not permit towels or linens to be taken from the units.

9. The fireplaces are a vented gas fireplace. Please do not throw any paper or other combustible materials in the fireplace. Do not allow children near fireplace. Do not leave children unattended near fireplace. Fireplaces are turned off from May 15th through September 15th, they are not operational during this time of the year.

10. Water and Septic: All properties are on city well and septic systems. The mineral content and additives in the water is high. The water may have an odor and taste that you are not accustomed to. We suggest you purchase drinking water at a grocery store if you do not like the taste/smell. The Owners will not reimburse any money or make any stay modifications due to the taste or smell of the water. The septic system is very effective; however, it will clog up if improper material is flushed. DO NOT FLUSH anything other than toilet paper. No feminine products should be flushed at any time. If it is found that feminine products have been flushed and clog the septic system, you could be charged damages up to and including professional plumber services and the cost of other guest reservations if the property is not ready for the next arrival due to your negligence.

11: Access: Guests shall allow Owners and third party contractors' access to the property for purposes of repair and inspection. The Owners shall exercise this right of access in a reasonable manner.

12. Parties/Gatherings: Upon reserving you agree that only the number of persons you reserved as occupants will stay at the house. If you intend to have a gathering, reception or gathering of any kind you must inform the Owners PRIOR TO COMPLETING your initial reservation. No parties/gatherings/receptions are allowed without PRIOR management approval. Please call the Owners at 505-920-8416 for permission and details. Charges and cleaning fees may be added for such requests.

13. Illegal Activities:: All authorized persons (those named on the lease agreement), and their guests shall abide by all municipal, county, state and federal laws. No weapons or illegal drugs are allowed on the property. Guests agrees to allow the Owners full access to the property in the event that an illegal activity is suspected. Guests and his/her guests agree to immediately cooperate with Law Enforcement and emergency personnel. Any involvement in illegal activity by the lessee and his/her party or guests will result in immediate eviction and forfeiture of all money owed to the Owners.

14. Lost Keys: In the event the Guests, any member of his/her approved party, or their guest loses a key, the Owners reserves the right to charge a \$25.00 key replacement charge. In the unlikely event that the key loss leads to having to change door knob(s) and/or deadbolts, the Guests shall pay for the hardware, key copies and a \$75.00 per hour labor fee. The Owners reserves the right to charge a lock out fee of up to \$75.00 for after hour lock-outs in addition to lost key charges.

15. Internet – WIFI and Television Service: Upon your arrival if either internet or television is not functioning properly, you must notify the Owners immediately. The Owners will do everything possible to remedy the situation. The Guests fully agrees that

the malfunction of either internet (WIFI) or television (or both) does not constitute ground for a reduction or refund in/of rental fees.

16. Depiction of Property on the Website: The Owners offer pictures of the property for you to view prior to making your reservation. The Owners portray the property “as is” at the time the photos and/or video were taken. If the Guests, upon arrival at the contracted property determines that the pictures/video did not accurately portray the property, or otherwise become unsatisfied with the property for any reason the Owners will make every reasonable effort to resolve any specific problem(s). The Owners will not reduce and/or reimburse any portion of the rental amount. The Owners are not obligated to find and/or pay for alternate accommodations.

17. Owner Discretion: The Owner reserves the right to exercise discretion in any policy, rules, agreements, and/or addendums.

18. Updates and Changes: The Owner reserves the right to update, revise, add, delete or any other changes it deems necessary to advertisements, policy, rules, agreements, pictures, video, amenities, prices, fees, forms, documents, on-line copy, payment policy, check-in/out procedure (including times), and occupancy/rules. Changes in any of the above mentioned shall not result in reduction or reimbursement of any/all of the rental total.

19. Personal Property: The Owner is not responsible Guest’s personal property (including the personal property of those staying at the rental and any guests of the Guest). The Owner is not responsible for vehicles or any personal property left in vehicles. If personal belongings are found by our cleaning staff after you depart, we can make arrangement to ship the belongings to you at your cost.

20. Alarm Systems: Any fines associated with false alarms caused by the Guests will be the responsibility of the Guest.

21. Emergency Services: Guests will always be responsible for all charges/fees arising out of a call by Guests or anyone in his/her party to emergency services or 911. This includes Police, Ambulance and Fire services.

22. Long-Term Stay: For the purposes of this contract the Owner considers any stay of thirty (30) days or more a long term stay. Long-term Guests are responsible for supplying their own toiletries, cleaning supplies, laundry supplies and all other supplies needed for their stay.

23. Check-In/Check-Out: Official check-in time in time is 3:00 pm MST and check-out time is noon MST. We ask that you adhere to these times as our cleaning crew must come in at noon and prepare for guests coming in at 3:00 pm. In some cases we may arrange for an early check-in or check-out. You must call us at 505-920-8416 to make such arrangements. In most cases, we are not able to give early check-in/check-out due to guests leaving and arriving the same day.

Cancellation Policies

24. If cancellation is submitted in writing sixty one (61) days or more prior to arrival, any insurance and booking fees, plus a \$75 service fee will be forfeited. The remaining balance of your payment will be refunded within 15 days.

25. If a reservation is canceled in writing 60 days to 31 days prior to arrival, a cancellation fee of 50% of the total Rental including taxes and fees, plus a \$75 service fee will be forfeited. The remaining balance of your payment will be refunded within 15 days.

26. If a reservation is canceled in writing 30 days or less prior to arrival, the full rental amount including taxes and fees will be forfeited.

27. If the casita becomes uninhabitable during the Guests stay (e.g. loss of water service, loss of heat, loss of sewer service, and/or fire), the Owners will promptly attempt to remedy the situation. If a prompt remedy is not possible, a prorated full refund (less fees) will be given by the Owners to the Guests, starting with the date the casita becomes uninhabitable. The owners will not be responsible for finding and/or paying for alternative lodging.

28. If the Owners decide to sell the casita, the Guests will be given at least 60 days notice and a full refund. The owners will not be responsible for finding and/or paying for alternative lodging.

Jurisdiction

29. This rental is subject to the laws of the State of New Mexico, Santa Fe County, and the City of Santa Fe. Any disagreements that can not be settled between the Owners and the Guests, will be settled within the jurisdiction of the courts of New Mexico, more specifically, Santa Fe County.