

TINYCAMP - Think Reservations Booking System

TERMS & CONDITIONS (must be accepted in order to book)

Deposits & Payments:

A 50% deposit is required at the time of reservation and is charged to the Visa, Mastercard, American Express, or Discover card you provide. The remaining balance is due 14 days in advance of check-in and will be charged to the card on file unless other payment arrangements have been made.

A \$100 refundable security deposit is required for hot tub units, If the hot tub/tiny home is left in a clean and non-damaged, non-contaminated condition - your deposit will be fully refunded at our discretion.

Room Occupancy:

Only two guests per room. Unless otherwise booked for Breathe Tiny Home.

No Smoking Anywhere on the Property or min. \$500 fee

Approved Pets are subject to Pet Waiver and Non-Refundable \$75 pet fee

Check-In & Check-Out Policy:

Check-In time is after 3pm.

Check-Out time is any time before 10am.

Covid19

<https://www.tinycamp.com/policies/#2>

General Property Policy & Hot Tub Rules

<https://www.tinycamp.com/policies/#3>

Pet Policy

<https://www.tinycamp.com/policies/#4>

We reserve the right to refuse service or cancel reservations at any time at our full discretion.

As we only have 5 units and schedules and availability may change outside of our control, we reserve the right to move you to a different comparable room at TinyCamp (priced accordingly) at our discretion.

Terms, Conditions, and Cancellation Policy subject to change without notice.

Force Majeure

Should events beyond the reasonable control of the TinyCamp and Guest, including but not limited to (1) acts of God, (2) war, including armed conflict, (3) strikes or labor disputes at the TinyCamp or in Northern Arizona (4)

disease at the TinyCamp or in Northern Arizona (examples of disease: SARS, Legionnaires, COVID-19), (5) government regulation or advisory (including travel advisory warnings), (6) civil disturbance at the TinyCamp or in Northern Arizona, (7) terrorism or threats of terrorism in the United States as substantiated by governmental warnings or advisory notices, (8) curtailment of transportation services or facilities which would materially affect attendees from attending the conference, (9) disaster, fire, earthquakes, hurricanes, floods in Northern Arizona (10) unseasonable extreme inclement weather in Northern Arizona (11) shortages or disruption of the electrical power supply causing blackouts or rolling blackouts or other essential utilities in Northern Arizona or (12) any other cause reasonably beyond the parties' control (collectively referred to as "occurrences"), making the Guest stay impracticable, impracticable to perform, illegal, or impossible to fully perform under the Booking Agreement as TinyCamp and Guest originally contracted, TinyCamp may terminate any Booking Agreement, without liability, upon written notification. In addition, should Guest cancel reservations or registrations because of reasons over which they have no control such as, but not limited to, airline flight cancellations, TinyCamp shall not be liable for any reservation fees or charges prepaid by the guest or for any obligation which otherwise would be required in any manner under their Booking Agreement. Notice under this provision may be given by TinyCamp at any time in advance of or during the Guest stay. When stated in any provision of the Booking Agreement, "without liability" means that there will be no liquidated damages, attrition fees, cancellation fees, rental charges, service charges, or any direct, consequential, compensatory, special incidental damages or any other damages or amounts of any nature whatsoever.

We Charge \$50 for lost or stolen keys.

DAMAGED OR MISSING ITEMS from rooms/tiny homes post check out will be charged to your security card on file. These include but are not limited to remote controls, art work, memorabilia, linens, pillows, mugs, room key, books, etc., We reserve the right to charge for any damage to or removal of items from the premises and/or unusual cleaning. Please inquire if you have any questions or concerns about this policy.

LOST ITEMS

Items left behind and requested to be mailed will incur a minimum charge of \$10 and may take up to 30 days to receive. We apologize for any inconvenience. To avoid this, please be sure to thoroughly check your room for items that are of value to you prior to your departure.

FIRE WARNING

We live in a high-fire risk zone. Therefore, we do not allow smoking, fireworks, sparklers, smoke bombs or fire lanterns or sky lanterns of any

kind. We do not allow wood burning campfires. We provide propane fire pits at cabins and common areas instead, and they are the only type of fire we allow on property. If anyone breaks this policy, we report you to Sedona Fire and fine you \$500.

RULE ENFORCEMENT

If at any time a guest(s) become disrespectful of property owners, argumentative with staff, or disobey the rules set forth in this document, the property owners reserve the right to ask anyone to leave and/or call law enforcement without warning. Depending on the severity of the offense, we reserve the right to prosecute according to law.

HOLD HARMLESS All Guests hereby agree to hold Darin Dinsmore, and Dinsmore Sierra LLC. (Company) harmless from any and all liability and loss by reason of any accidents or other damages while on the Premises.

RELEASE of LIABILITY and WAIVER

In consideration for my being permitted to participate in the activities of TinyCamp, guests - their employees, shareholders, advisers, officers, directors, successors, agents and assignees, collectively guest agree to the following waiver and release agreement.

I acknowledge that TinyCamp includes steep slopes, private roads, public roads, bridges, creek crossings, hot tub's, loft beds that require climbing a ladder, movable beds, and other unique attributes to a tiny house village.

ASSUMPTION of ALL RISKS

I acknowledge that I have voluntarily agreed to participate, I am voluntarily participating with knowledge of the associated risks, hazards, dangers that cannot be illuminated, including but not limited to physical exertion, forces of nature, gas fire pits, rough and dangerous terrain, inclement and dangerous weather conditions, winter conditions, rugged country, transportation failures, dangers associated with wild and other animals and insects, breakdown of equipment, high-altitude, and accident and illness without access to means of rapid evacuation or availability of medical supplies or services.

I acknowledge that the enjoyment of this is derived in part from the inherent risks incurred by my activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment. My participation in this activity with Company is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I hereby agree to be responsible for my own welfare. I have full knowledge of the inherent risks, hazards, and dangers involved and hereby assume and accept all risks, unanticipated events, inconvenience, illness, injury, loss, emotional trauma or death.

RELEASE of ALL LIABILITIES

Therefore, as Lawful consideration for being permitted to participate, I hereby release and discharge forever, indemnify and hold harmless Company

from and against any and all liability arising from my participation. I agree that this release shall be legally binding upon me personally, all members of my family and all minors traveling with me, my and their heirs, successors, subordinates, assigns, and legal representatives, it being my intention fully to assume all the risks associated with this trip and to release Company from any and all liabilities to the maximum extent permitted by law. This release applies to all claims, actions, causes of action, suits, expenses, (including reasonable attorneys' fees) which are related to, arise out of, or are in anyway connected with my participation in this activity including but not limited to, foreseen and unforeseen events arising directly or indirectly out of any damage, losses, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of the services or equipment

I further understand and acknowledge that Company is providing only the tiny house and outdoor deck space. I may have the opportunity, at my election and risk, to participate in activities with independent contractors. The company makes no representation as to the safety or quality of these activities or excursions. I understand and acknowledge that company does not own, operate or exert any control over the land, the outfitters, providers, and outside activities in which I may choose to participate, including but not limited to: fly fishing, kayaking, rafting, canoeing, horseback riding, tours, sundowners, ATV adventures, zip lining, and Park Tours. I hereby release and discharge forever, indemnify, and hold harmless Company from and against any and all liability - including but not limited to Vicious liability and premises liability - arising from my participation in any activities booked or arranged through other providers.

By accepting these Terms and Conditions, I have carefully read and fully understand the contents of this agreement. I understand this is a legally binding enforceable contract and accepting of my own free will.

CANCELLATION POLICY

***If your plans change after your reservation is confirmed, cancellation notice is required 15 days in advance of your arrival date. You will be refunded your deposit, minus a \$25 cancellation fee + 7% service charge.**

***for group bookings - 2-3 homes min. 30 days notice, for 4-5 tiny homes 60 days notice**

If you cancel your reservation 14 days or less prior to the arrival date, you are responsible for the entire cost of your reservation. Your credit card on file will be charged in full.

The cancellation fee also applies to changes in your arrival/departure date which result in a shorter stay. No refunds are provided for late arrivals or early departures.

If the tiny home rebooks we may provide a gift certificate for a future stay based on a percentage of what we recover, at our discretion.

Note: *We reserve the right to change this policy at any time.