

Terms & Conditions

Welcome to Lido Palms Resort and Spa, a small hotel located in Desert Hot Springs, California. We are pleased to provide a relaxing and enjoyable stay for our guests. By making a reservation, checking in, or using our facilities, you agree to abide by our Terms and Conditions.

Please read the following carefully.

1. Definitions

a. **For purposes of these Terms and Conditions:**

- i. "Resort," "we," "us," and "our" refer to Lido Palms Resort and Spa, its owners, operators, employees, agents, and representatives.
- ii. "Property" and "Premises" refer to all land, buildings, guest rooms, parking areas, pools, spas, common areas, and other facilities owned, leased, managed, or operated by Lido Palms Resort and Spa.
- iii. "Room" refers to any guest room, suite, accommodation, or lodging unit reserved or occupied at the Resort.
- iv. "Guest" refers to any person staying at the Resort, whether registered or accompanying a registered guest.
- v. "Visitor" refers to any person entering the Property who is not a registered guest.

2. Requirements

- a. **Age Verification:** All guests and visitors must be at least 18 years of age to enter into the facility. We reserve the right to request valid government-issued photo identification to verify age at any time. Failure to provide acceptable proof of age may result in denied entry and/or cancellation of the reservation without refund.
 - i. Guests are responsible for ensuring that all members of their party comply with the Resort's age requirements before making a reservation and prior to arrival. Failure to review or understand the Resort's age restrictions does not exempt a guest from compliance with this policy. If any guest arrives with a minor or other person who does not meet the Resort's age requirements, the Resort reserves the right to refuse check-in, cancel the reservation, deny entry to the property, and require the party to leave the premises. Such action shall be deemed a guest-initiated cancellation, and any applicable cancellation fees, no-show charges, or forfeiture of deposits shall apply. No refund shall be required for any portion of the reservation that becomes unusable as a result of the guest's failure to comply with the Resort's age requirements.

- b. **Reservation:** At least one valid proof of identification and at least one matching valid credit or debit card is required per reservation.
 - i. In cases where the identification provided does not match the credit or debit card for whatever reason, additional verification may be requested and/or the reservation may be cancelled and/or entry may not be permitted.

3. Check-in / Check-out

- a. **Check-in Authorization:** By checking in, the guest authorizes the Resort to charge the credit card or debit card provided for unpaid room charges, damage charges, cleaning fees, smoking fees, unauthorized occupancy charges, and any other charges authorized under these Terms and Conditions.
- b. **Check-in Policy:** Guests are welcome to check-in any time after 3:00 PM and before 8:00 PM. Early check in may be available upon request. Guests should notify the Resort if they plan to check in after 8:00 PM.
 - i. In the event of guests checking in after 8:00 PM, the Resort may communicate on how to enter the property and request valid identification with a valid matching credit or debit card sent over email.
 - ii. If communications cannot be established and prior arrangements for late check-in has not been made or have not been met, guests may not be permitted to check-in after hours and may result in denied entry and/or cancellation of the first night's stay without refund.
- c. **Check-out Policy:** Check-out time is before 11:00 AM. Late check-out may be available upon request. Guests should communicate with staff before their check-out time if they intend to stay longer than 11:00 AM.
 - i. Guests will be charged a \$30 fee for staying in their room past 12:00 PM and will be charged a full night's stay after 1:00 PM if availability allows.
 - ii. During events and holidays, guests will instead be charged a full night's stay for staying in the room past 12:00 PM.
 - iii. In the event of future bookings disallowing late check-out, guests will not be permitted to stay in the room after 1:00 PM.
 - iv. Guests are welcome to use the facilities and stay on the premises after 11:00 AM until 7:00 PM, as long as they have checked out of the room.
 - v. Guests that have checked out are not permitted to stay on premises after 7:00 PM.
 - vi. Guests that leave the premises after checking out are not allowed to re-enter the property unless escorted by staff to retrieve lost or forgotten items.
 - vii. Luggage and other belongings are not to be kept in the room after check-out. Guests are welcome to leave their belongings in the lobby or the outdoor lounge area until they leave the premises.

4. Visitor and Guest Access Policy

- a. **Day Guests:** For guests that would like to access the Resort's facilities and amenities, but don't wish to stay at the Resort, will be required to pay an entrance fee of \$55.00 per person.
 - i. **Access Hours:** Access to facilities, amenities and same day re-entry shall be permitted during the hours of 11:00 AM to 7:00 PM.
 - ii. **Entry Requirements:** All guests that do not wish to stay at the Resort but would like to access the facilities and amenities must provide at least one valid proof of identification, and at least one matching valid credit or debit card, unless one or more of the following exceptions apply:
 - 1. Accompanied by a Resort guest. Guests accompanying registered individuals are permitted and exempt from an entrance fee, provided the total number of occupants does not exceed the maximum capacity allowed per room.
 - 2. Receiving a massage service. Guests accessing the massage room are permitted and exempt from an entrance fee, provided the service is booked through the Resort or with the Resort's prior knowledge and approval.
 - 3. Prior arrangements with group bookings. Guests included in a group booking for exclusive use of the entire property are exempt from an entrance fee and are permitted entry, with the Resort's prior knowledge and approval.
- b. **Unauthorized Entry, Unauthorized Stay, and After-Hours Access:** Guests and visitors without authorization must present a valid government-issued photo identification and pay any applicable entry fee before being admitted to the property during posted office hours. Management reserves the right to refuse entry to any visitor at its sole discretion.
 - i. Visitors, guests, or any other individuals entering or attempting to enter the property outside of posted office hours, without prior authorization from management, or without completing the required check-in and visitor registration procedures, may be denied entry and required to leave the premises immediately.
 - ii. Any person who enters or remains on the property without authorization, management reserves the right to assess reasonable charges associated with unauthorized occupancy or unauthorized use of Resort facilities. These charges may include additional guest fees, removal of unauthorized occupants, or termination of the stay.
 - iii. Management reserves the right to refuse entry, remove unauthorized persons from the property, and/or treat such entry as trespassing. Unauthorized individuals who fail or refuse to leave when directed may be

reported to law enforcement and subject to trespass enforcement under applicable law.

5. Pricing and Payments

- a. **General Fee Recovery:** The Resort reserves the right to charge the payment method on file for any fees, damages, cleaning costs, repair costs, unauthorized occupancy charges, smoking remediation charges, contamination costs, unpaid balances, or other charges authorized under these Terms and Conditions.
- b. **Room Rates:** All room rates are subject to change and may fluctuate based on availability, seasonality, events, and promotional offers.
- c. **Payment Methods:** We accept major credit cards (Visa, MasterCard, American Express, etc.), debit cards, and cash. A valid credit or debit card is required at check-in for incidentals.
- d. **No-Shows, Cancellation, and Date Change Policy:**
 - i. **Standard Reservations:** Cancellations or date changes made more than forty-eight (48) hours prior to the scheduled check-in time of 3:00 PM on the arrival date are eligible for a full refund. Cancellations or date changes made within forty-eight (48) hours of the scheduled check-in time will incur a fee equal to one (1) night's room rate for each reserved room affected by the cancellation or date change.
 - ii. **Event and Holiday Reservations:** For reservations made during designated holidays, special events, or other peak periods as determined by the Resort in its sole discretion and communicated at the time of booking, cancellations or date changes made more than fourteen (14) days prior to the scheduled arrival date are eligible for a full refund. Cancellations or date changes made within fourteen (14) days of the scheduled arrival date will incur a fee equal to one (1) night's room rate for each reserved room affected by the cancellation or date change.
 - iii. **No-shows:** No-shows will be charged a fee equal to one (1) night's room rate for each reserved room.

6. Use of Facilities and Spa

- a. **Access to Services:** The natural hot springs water and spa facilities are available to registered guests and authorized guests only. Certain Spa services may not be available during holidays.
- b. **Health Advisory:** Guests with certain medical conditions, including but not limited to heart conditions, skin conditions, or pregnancy, should consult with a doctor before using the hot springs or spa. By using these facilities, guests acknowledge and assume any risks associated with their use.

- c. **Hours of Operation:** Guests are permitted to use the water facilities at any time. We reserve the right to close the spa or hot springs for maintenance at any time without prior notice. Office hours are between 8:00 AM and 8:00 PM.
- d. **Spa Services:** Any spa treatments or services (e.g., massages, facials) provided on the property must be booked in advance. Prices for spa services are listed separately and may be subject to change.

7. Pool and Hot Springs Safety Rules

- a. **General Water Rules:** To ensure all guests are safe, we ask all guests to abide by these rules when in or around the pool and/or hot tubs:
 - i. Glass is prohibited in and around the pool and hot tubs.
 - ii. No running, diving, splashing, or jumping.
 - iii. No transporting or displacing large amounts of water with tools.
 - iv. No water guns, basketball hoops, diving rings, beach balls, or any other “water toys”.
- b. **Life Guard Safety:** The pool and hot tubs are unfenced open spaces that do not have a life guard watching over them. Please be advised that you are swimming or soaking unsupervised and at your own risk.
- c. **Adults-Only:** The Resort is an adults-only property. No person under eighteen (18) years of age is permitted in the Resort, pool, or hot tubs.
- d. **Broken Equipment:** In the event equipment were to malfunction or stop working that is necessary for the safety and health of the guests, or became a safety risk for the guests, we reserve the right to prevent guests from continuing to use the pool or hot tubs until we are able to repair or replace the faulty equipment.
- e. **Contamination:** Guests are strictly prohibited from bringing glass containers, glassware, bottles, or other breakable glass items into or near any pool or hot tub unless specifically authorized by Resort management.
 - i. If a guest, visitor, or member of a guest's party causes glass, debris, contaminants, bodily fluids, chemicals, or any other foreign substance to enter a pool or hot tub, the guest shall be responsible for all reasonable costs incurred by the Resort to inspect, drain, clean, sanitize, repair, refill, test, treat, and restore the affected facility to safe operating condition. Such costs may include, but are not limited to, labor, water usage, chemicals, maintenance services, professional cleaning services, repair costs, lost revenue resulting from temporary closure of the affected facility, and any fees required to comply with applicable health and safety regulations. The Resort reserves the right to charge these costs to the payment method on file and to pursue any additional remedies available under applicable law.

- ii. The Resort's determination that draining, cleaning, sanitizing, testing, repairing, or temporarily closing a facility is necessary for health, safety, or operational reasons shall be conclusive and binding absent manifest error.

8. Guest Behavior, Conduct, and Rule Violations

- a. **General Peace:** To ensure all guests enjoy a peaceful stay, we ask all the guests to avoid talking loudly, shouting, loud speakers, and generally to be mindful of noise levels.
 - i. Guests must respect the privacy rights of others and comply with all applicable recording and privacy laws.
- b. **Quiet Hours:** To ensure all guests enjoy a peaceful stay, please abide by the Desert Hot Springs Chapter 8.12 NOISE CONTROL city ordinance “to control and abate unreasonable, unnecessary, excessive and annoying noise and vibration.”
- c. **No Smoking Policy:** Smoking and vaping are prohibited in guest rooms, indoor spaces, shared spaces, spa areas, and designated non-smoking areas. A \$200 smoking remediation fee may be charged, in addition to any additional cleaning, deodorization, repair, or out-of-service costs incurred by the Resort.
- d. **Pets:** Pets are not allowed on the property.
- e. **Damages:** Guests are responsible for any damage caused to the property during their stay. Charges for damages may be added to the guest’s debit or credit card.
- f. **Appropriate Swimwear and Attire:** We ask that all guests wear appropriate attire while using any of our spa and wellness services, including treatment rooms, relaxation areas, and hot tubs. Nudity is not permitted in any of the shared areas.
- g. **Occupancy:** Each room has a specified occupancy limit, which must not be exceeded. Any guests found exceeding the established limit may be subject to additional guest fees, removal of unauthorized occupants, or termination of the stay.
- h. **Restricted Areas and Equipment:** For the safety and security of all guests, staff, and equipment, access to certain areas of the Resort is prohibited. These include, but are not limited to, staff-only areas, maintenance rooms, storage areas, administrative offices, and any other spaces marked with signage deterring entry. Guests must not enter or attempt to access these restricted areas under any circumstances. Additionally, guests are not permitted to tamper with, move, or use any Resort equipment or supplies designated for staff use. Any individuals caught tampering, attempting to access, move, or use any equipment designated for staff use may be subject to fines and repair costs.
- i. **General Rule Violations:** Any behavior that violates local laws, disturbs other guests, or endangers the safety, cleanliness, or integrity of the property will not be tolerated. This includes but is not limited to: smoking in non-smoking areas, damage to property, excessive noise, or illegal activities. If any of the above

behaviors are observed, we may ask the guest to immediately cease such behavior, and, if necessary, we reserve the right to terminate the guest's stay without refund. We may also take appropriate action in accordance with local laws to ensure the safety and comfort of all guests.

- j. **Maintenance and Safety Concerns:** If guests encounter any issues such as broken glass, malfunctioning equipment, inadequate lighting, or other hazards please notify Resort staff. For your safety, do not attempt to resolve these issues yourself—staff will address them as soon as possible. If staff is not available, we ask that you avoid the affected area, ensure your own safety, and report the issue as soon as staff becomes available. In the event of an emergency posing immediate danger to life or property, please contact local emergency services or 911 immediately.
- k. **Weapons:** Firearms, weapons, explosives, and hazardous materials are prohibited on Resort property.
- l. **Right to Refuse Service:** We reserve the right to refuse service to any guest whose behavior is deemed disruptive, disrespectful, or otherwise detrimental to the comfort, safety, or enjoyment of other guests or staff. This includes, but is not limited to:
 - i. **Excessive noise:** Guests whose actions or vocalizations disturb the peace or comfort of other guests.
 - ii. **Intoxication:** Guests who are visibly intoxicated or under the influence of drugs, and whose behavior impedes their own safety or the safety of others.
 - iii. **Harassment or offensive behavior:** Guests who engage in verbal or physical harassment, or display any offensive behavior or language towards other guests or staff members.
 - iv. **Disruptive behavior:** Any actions that interfere with the operation of our Resort, spa, and/or cause significant disruption to the experience of other guests.
- m. **Refusal of Refunds:** Guests removed from the property or whose stay is terminated due to violations of these Terms and Conditions shall not be entitled to any refund.

9. Liability and Disclaimers

- a. **Limitation of Liability:** Although we maintain, repair, and validate the safety of our facility and its equipment, Lido Palms Resort and Spa will not be held liable for any injury, loss, or damage to guests or their property, unless caused by the negligence or misconduct of the Resort. The use of facilities, including but not limited to the hot springs and spa, is at the guest's own risk.
- b. **Limitation of Performance:** The Resort shall not be liable for failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to natural disasters, utility failures, government actions, public health emergencies, labor disputes, or acts of God.

- c. **Indemnification:** Guests agree to indemnify, defend, and hold harmless Lido Palms Resort and Spa, its owners, employees, agents, and affiliates from claims, damages, liabilities, costs, and expenses arising from the guest's conduct, violation of these Terms and Conditions, negligence, or misuse of Resort facilities.
- d. **Severability:** If any provision of these Terms and Conditions is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

10. Laundry and Cleaning Damages and Services

- a. **Standard cleaning:** Standard cleaning of rooms is not provided during your stay unless requested in advance. Should you require cleaning services, please notify the Resort staff as soon as possible, and we will make the necessary arrangements.
 - i. If guests require additional towels, a change of towels, extra bathroom amenities, or similar items, please contact the Resort staff. They will be happy to deliver your request personally or to your room.
- b. **Excessive Cleaning and Damage Fees:** The Resort reserves the right to assess reasonable cleaning, repair, replacement, and labor costs incurred as a result of damage or excessive cleaning requirements caused by guests or their visitors. If items such as linens, mattresses, or furnishings are permanently stained or damaged and cannot be restored to our quality standards, the guest may also be charged for replacement costs. These extensivities and damages including but are not limited to:
 - i. Heavy soiling or staining of bedding, furniture, or floors.
 - ii. Spilled food, drink, or other substances requiring special cleaning procedures.
 - iii. Lingering odors from activities (e.g., smoking, pets)
 - iv. Trash left throughout the room in a disorderly or unsanitary state

11. Guest Privacy, Property, and Data Collection

- a. **Collection of Information:** The Resort may collect personal information including, but not limited to, guest names, addresses, telephone numbers, email addresses, identification information, vehicle information, payment information, reservation details, and other information reasonably necessary to process reservations, provide accommodations, comply with legal obligations, and operate the Resort.
 - i. Identification may be copied, scanned, or recorded for security, fraud prevention, and legal compliance purposes.
- b. **Use of Information:** Personal information may be used to process reservations and payments, verify guest identity, communicate regarding reservations, provide requested services, maintain security, comply with legal requirements, prevent fraud, and improve Resort operations and guest experiences.

- c. **Disclosure of Information:** The Resort does not sell personal information. Personal information may be shared with service providers, payment processors, reservation platforms, technology providers, legal advisors, law enforcement agencies, or governmental authorities when reasonably necessary to provide services, process transactions, protect the Resort's rights, investigate suspected misconduct, or comply with applicable laws.
- d. **Data Security:** The Resort employs reasonable administrative, technical, and physical safeguards designed to protect personal information from unauthorized access, disclosure, alteration, or destruction. However, no system or method of electronic transmission or storage can be guaranteed to be completely secure.
- e. **Retention of Information:** Personal information may be retained for as long as reasonably necessary to fulfill the purposes described in these Terms and Conditions, comply with legal obligations, resolve disputes, enforce agreements, maintain business records, or satisfy accounting and tax requirements.
- f. **California Privacy Rights:** California residents may have certain privacy rights under applicable California law. Guests who wish to inquire about the personal information maintained by the Resort, request corrections to inaccurate information, or exercise any privacy rights available under applicable law may contact the Resort using the contact information provided below. The Resort will respond to such requests in accordance with applicable legal requirements.
- g. **Security Cameras:** For the safety and security of guests, staff, and property, security cameras may be used in certain public and operational areas of the Resort, including entrances, parking areas, walkways, and other common areas. Cameras are not placed in guest rooms, restrooms, changing areas, massage rooms, or other locations where individuals have a reasonable expectation of privacy.
- h. **Consent:** By making a reservation, checking in, entering the property, or using Resort facilities, guests acknowledge the collection, use, and disclosure of information as described in these Terms and Conditions and any separate Privacy Policy maintained by the Resort.
- i. **Third Party Platforms:** Reservations made through third-party booking platforms may be subject to additional terms and conditions imposed by those providers.
- j. **Lost, Stolen, or Left Property:** Guests are responsible for safeguarding their personal property. The Resort is not responsible for lost, stolen, or damaged personal belongings except as required by applicable law. Items left behind may be disposed of, donated, or returned at the guest's expense after a holding period determined by Resort management.
- k. **Parking:** Parking is provided as a convenience only. Vehicles and their contents are parked at the owner's risk. The Resort is not responsible for theft, damage, or loss except where required by law.

12. California-Specific and Legal Compliance

- a. **Compliance with State and Local Laws:** Our operations comply with all applicable laws, including those governing hospitality services, health and safety, and accommodations for people with disabilities in California and Desert Hot Springs.
- b. **ADA Compliance:** Our hotel is committed to providing access to individuals with disabilities in compliance with the Americans with Disabilities Act (ADA). If you need any special accommodations, please inform us at or before the time of booking.
- c. **Hot Springs Regulations:** In accordance with California state health regulations, our natural hot springs water meets all required safety and sanitation standards. The water is tested regularly, and we maintain compliance with all relevant regulations regarding water quality.
- d. **Disputes:** These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California. Any dispute arising out of or relating to a guest's stay, reservation, or use of the Resort shall be brought in the appropriate state or federal court located in Riverside County, California.

13. Changes to Terms and Conditions

- a. **Update:** We reserve the right to update or amend these Terms and Conditions at any time. Any changes will be posted on our website, and the revised version will apply to all bookings made after the update.

By making a reservation or using our facilities, you acknowledge that you have read, understood, and agree to these Terms and Conditions.

If you have any questions or concerns, please contact us by email at info@lidopalms.com or call us at
+1 (760) 329 – 6033.