

Secret Creek

Statement of Policy

Products offered and manufactured by The Secret Creek Group, LLC, dba Colorado Yurt Company (The Company) including Colorado Yurts, Earthworks Tipis and Cimarron Tents, are manufactured based on published specifications. Generally each product is manufactured to fill an order by a specific customer with their chosen details, options and choices in mind. If you have placed an order with Colorado Yurt Company please be aware of the following policies:

1) Cancellation Policy

- a. The Secret Creek Group, LLC, dba Colorado Yurt Company Policy allows order cancellations under two conditions:
 - i. Condition #1: 7 Day Grace Period. Customers wishing to cancel their order within a seven calendar-day period starting at the date of their original order (as stated on their Sales Acknowledgement) will be charged a \$100 processing fee. If a credit card has been used an additional credit card processing fee will be charged in an amount equal to the 6% of the deposit.
 - ii. Condition #2: After 7 Days. Any cancellation request which is received more than seven calendar days following the initial order (as stated on their Sales Acknowledgement) will be subject to the analysis of The Company's management. The Company's management decision shall be final. Any approved cancellation following the seven calendar-day grace period will be charged a fee equal to 20% of the entire invoice amount, inclusive of credit card processing fees. **NO CANCELLATION WILL BE GRANTED AFTER PRODUCTION OF YOUR ORDER HAS BEGUN.**
- b. Cancellation by Default: When The Company receives a monetary deposit for its product(s) the Company will provide a sales acknowledgement to the customer. The sales acknowledgement will show details of the order including products, quantities and other details necessary to manufacture and deliver the product, including the approximate delivery or shipping date. At the same time the customer will be asked to provide any details that are missing to complete the order, such as fabric color choice or window placement. It is the customer's responsibility to confirm that the sales order accurately states the details of the product(s) ordered, including the approximate shipping date, and to provide any information necessary to complete the manufacture of the product(s). Failure to provide the necessary information to complete the order for a one year period beginning on the date of the sales order shall constitute cancellation of the order and forfeiture of the deposit.

2) Building Codes – Land Use Codes – Home Owners Associations - Permits

- a. Customers must determine in advance whether there are restrictions or code requirements within their jurisdiction which would affect the installation of a yurt, tent or tipi. Failure to obtain building permits, meet land use requirements or home owner's association restrictions shall not be considered grounds for cancellation, return or refund.
- b. The Colorado Yurt Company can provide non site-specific engineering calculations for its yurts. Engineer-stamped (wet-stamped) calculations are available for an additional fee in most states. Site-specific engineering calculations for the Winter Stout Alpine Yurt by Colorado Yurt Company are available on request for an additional charge. Please provide the GPS coordinates or the address of your yurt site and allow six weeks for processing site specific-calculations. Tipis and tents have not been engineered for wind or load capabilities.

3) Warranty Period—Colorado Yurts

- a. See the "Limited Warranty Certificate" by The Company.
- b. Upon notification by the customer, and approval of a warranty claim, The Company will schedule work to remedy the claim at the earliest possible date.
- c. Damages or warranty claims will be satisfied on a pro-rata basis with consideration of the original value of the warranted component depreciated over an 8-year period for yurt components.
- d. The following conditions apply to warranty claims:
 - i. Customer agrees to ship the goods in need of repair to The Company whenever possible. Freight costs resulting from warranty claims shall be the responsibility of The Company.
 - ii. Responsibility for costs resulting from transportation to the site of the warranty claim and lodging for The Company employees at the site shall be at the discretion of The Company.

The customer agrees to a good faith negotiation to assign responsibility for transport and lodging costs resulting from a warranty claim.

- iii. Installation or application of certain remedies to warranty claims may require the direct participation of the customer or the customer's agents. In such cases the customer agrees to cooperate and participate in the satisfactory remedy of the warranty claim.

4) Warranty Period—Cimarron Tents and Earthworks Tipis

- a. No Warranty Certificate is provided by The Company for Cimarron Tents and Earthworks Tipis.
- b. Should a defect in materials or workmanship in a Cimarron Tent or Earthworks Tipi be discovered within a one-year limited warranty period, the liability of The Company shall be limited to the replacement of the material and/or the repair of the defect. Costs incurred to disassemble or reinstall the tent or tipi, or damage incurred due to improper installation of the tent or tipi, are expressly not covered by this warranty. This limited warranty does not include any labor or repair cost incurred by the original owner for unauthorized work performed by any third party, nor does it include any shipping, transport or travel costs incurred in the unauthorized performance of repairs.
- c. Upon notification by the customer, and approval of a warranty claim, The Company will schedule work to remedy the claim at the earliest possible date.
- d. Customer agrees to ship the goods in need of repair to The Company whenever possible. Freight costs resulting from warranty claims shall be the responsibility of The Company.
- e. The Company specifically does not warranty damage resulting from ultraviolet ray or mildew and mold.

5) Delivery and Acceptance Policy

- a. If your order is being delivered by a Colorado Yurt Company vehicle or by common carrier please advise a representative of The Company if delivery to your site includes:
 - i. Delivery on unimproved roads. Include the distance on unimproved roads.
 - ii. Crossing a private bridge or a bridge that is inadequate for truck traffic.
 - iii. Delivery on steep inclines or tight turns.
 - iv. Requirement to hand-carry any goods to your site, including the distance for hand-carrying.
 - v. Adequate area to turn the delivery truck around after unloading, if necessary. Please note that your delivery may require a truck and trailer combination at least 40' long.
- b. Failure to advise The Company of these conditions may result in additional delivery charges.
- c. When you receive your order, count the pieces and check the contents carefully. Check for hidden damage. DO NOT REFUSE THE SHIPMENT even if your shipment has been damaged.

6) Incomplete or Damaged Orders

- a. If the freight company has damaged or lost part of your order, note the details on the delivery receipt before signing for the shipment. A claim for damage or shortage can only be honored when it is noted on the delivery receipt. No claims can be filed after 15 days following the date of delivery. For damage claims, save the shipping materials for inspection and photograph the damage, if possible. All claims must be made immediately. Do not "refuse" the shipment. For assistance with a claim, call Colorado Yurt Company at (970)240-2111.
- b. Colorado Yurt Company is not responsible for damage or shortage on claims that are not noted on the delivery receipt.
- c. It is recommended that you check the contents of your packages against the packing list within 15 days to discover hidden damages or shortages.
- d. Orders in multiple packages shipped by Fed Ex Ground may arrive separately. Any items marked "backorder" on your packing slip will be sent as soon as possible.
- e. Tipi poles are subject to normal cracks and checks that do not affect their structural integrity. When shipped by common carrier, tipi poles may arrive at the destination scuffed and soiled due to handling

by the shipper. This type of soiling is normal and can be cleaned with common household cleaning products.

7) Full Pitching Services and Expert-On-Site Services

- a. Full Pitching Service means that a crew of Colorado Yurt Company employees will come to your site and install your yurt, tent or tipi. An appropriate number of crew members will be sent to complete the job. The size of the crew depends upon the size of the structure.
- b. Expert-on-Site Service means that a single employee of Colorado Yurt Company will come to your site and provide expert assistance to your crew with pitching your yurt, tent or tipi. Expert-on-Site Service means that you must have an adequate crew to pitch your structure. Experts are there to explain and assist with the procedure and are not responsible to perform the installation. Expert-on-Site Services are provided on a per day basis. Before the expert completes his/her agreed-upon day(s) on-site, he/she will instruct you and/or your crew on completion of the installation but there is no guarantee that your installation will be completed when the expert completes his/her time at your site.
- c. YOUR DECK MUST BE COMPLETE BEFORE THE ARRIVAL OF THE COMPANY CREW OR EXPERT unless you have purchased a modular deck system from Colorado Yurt Company (see "e", below). Please do not cause a crew or expert to wait for completion of your deck or site preparation. This may result in additional charges for installing your structure. You may be asked to provide photographs to facilitate the delivery and installation of your yurt, tent or tipi.
- d. If you have purchased a modular deck system (Structural Insulated Panel Deck) from Colorado Yurt Company please consult with our staff for the proper site preparation. Modular deck systems are designed to be installed on substantially level, undisturbed or compacted ground.
- e. Extending the stay of an on-site expert or an installation crew due to delays in preparing the site, detrimental weather conditions or additional work beyond the agreed-upon time period can result in additional installation charges.

The customer's signature below confirms that the customer has read, understands and agrees with the The Secret Creek Group, LLC, dba Colorado Yurt Company Statement of Policy.

Date

Order Number (provided by The Company)

Customer Name

Customer Address

Customer Signature

City, St, Zip

(electronic signature is legally binding)

A SIGNED COPY OF The Secret Creek Group, LLC, dba Colorado Yurt Company STATEMENT OF POLICY" (THIS DOCUMENT) MUST ACCOMPANY YOUR SIGNED WARRANTY TO VALIDATE THE WARRANTY.

