



AN IHG® HOTEL

## MORGAN HILL HOLIDAY INN EXPRESS HOTEL & SUITES TERMS AND CONDITIONS

These “**Terms and Conditions**” apply to the Morgan Hill Holiday Inn Express & Suites (“**Hotel**”). El Toro Group, LLC owns the Hotel. Collectively, “**Guest**” means and includes each registered hotel guest and all of his or her family members, friends, visitors, agents, co-workers, employees, consultants and representatives. Copies of these Terms and Conditions were made available to Guest both as part of the e-registration process and at the Hotel Front Desk, in each case, before Guest signed the Hotel e-registration. Guest also has access to these Terms and Conditions on-line at: [www.hiemh.com/regcard](http://www.hiemh.com/regcard) and in the Hotel Directory in Guest’s room. These Terms and Conditions are important parts of the agreement between Guest and Hotel, and Guest agrees to comply with them.

To the extent caused, permitted or allowed by Guest, Guest confirms that Guest is responsible for and agrees to pay for all injuries and damages that arise from: (a) damage to or destruction of Hotel Property; (b) injuries and damages to all persons in and about the Hotel and the property of each; (c) stolen or lost Hotel property; (d) Hotel cleaning and repairs that exceed ordinary use; (e) smoking where not expressly permitted (smoking is prohibited in the Hotel wherever not stated to be permitted); (f) persistent unusual or loud noise; and (g) injuries and damages caused by a pet or other animal brought into the Hotel (excluding only animals specifically trained and used to assist persons with disabilities while acting in the course and scope of their assistive work). Guest authorizes Hotel to charge all such charges to the credit cards Guest provided to the Hotel when registering (and, if different cards are used at check-out, to those credit cards, as well). Guest agrees to the extent all or any portion of these non-penalty charges are not eligible credit card charges, upon Hotel’s request, Guest immediately will pay the unpaid balance of all such charges using cash or guaranteed funds such as a cashier’s check or money order payable to Hotel.

Guest is responsible to secure Guest’s valuables and other personal property. Guest has access to a safe deposit box that can be used to secure Guest’s valuables. Hotel’s liability for loss of Guest’s money, jewelry, property or other valuables is limited by law. Guest should become familiar with these laws, prominently located at the Hotel Front Desk and in Guest’s room. If Guest has any questions about how the Hotel applies and follows these laws, he or she may discuss his or her questions with the Hotel General Manager or Assistant General Manager. The Holiday Inn Express reserves the right to share guest information with local, state and federal authorities and or agencies. **CA Proposition 65 Warning: This facility permits smoking in certain areas. The use of certain chemicals and tobacco smoke are known to the State of California to cause cancer and other reproductive harm.**

If Guest fails to comply with the terms agreed to at Hotel registration, including these Terms and Conditions, the quoted hotel rate(s) no longer apply and the controlling rate for the duration of Guest’s stay (all days, past, present and future) automatically will become and remain at the highest applicable rack rate then in effect for Guest’s room. If Guest is occupying more than one room, the rack rate for each separate room will become the daily rate for that room. Rack rates for each room are posted inside that room and available at all times for Guest’s review. If Guest has any questions about rack rates, he or she may discuss his or her questions with the Hotel General Manager or Assistant General Manager. All advance and interim deposits and payments that were made based on any lower rate(s) will be applied to the substituted rack rate(s), which will become controlling throughout Guest’s Hotel stay.

Along with each registrant or entity designated as primarily responsible for Guest’s Hotel charges, Guest agrees that Guest is jointly, severally and primarily liable for all Hotel charges authorized, caused or incurred by Guest. Guest authorizes Hotel to charge all of Guest’s Hotel charges to the credit cards provided by Guest and agrees that all of Guest’s charges not accepted by a credit card issuer (or disputed by a cardholder) remain Guest’s responsibility. Guest agrees to ensure Hotel receives full payment for all of Guest’s Hotel-related charges. In any dispute that includes Guest and Hotel, the prevailing party agrees to pay the other party’s reasonable attorneys’ fees and costs.

As a guest accommodation, this hotel provides at no additional charge to you, what the hotel reasonably believes to be one secure wi-fi connection to the internet. The name of the only network provided by our hotel for guest use is **IHG Connect** and the dynamic password is **provided at check-in**. While other networks may contain similar looking or sounding names, no network but **IHG Connect** is provided by the hotel for guest use. The hotel has no information about, has not assessed the risks of using, and gives no assurances about the security of any network other than **IHG Connect** which, as stated, the hotel reasonably believes (but does not guarantee) to be secure. If you have any questions about which network to use, please ask a hotel staff member for assistance before connecting to the internet via wi-fi. You may wish to retain as much control as possible over which network you use to connect to the internet by avoiding the use of the “auto-connect” feature in order to reduce the risk of being connected without your consent to a network other than **IHG Connect**.

We have every reason to believe that the **IHG Connect** connection is secure, but cannot and do not guarantee that your use of **IHG Connect** is, or ever will be, absolutely secure. If you have concerns, and determine that using it may be more secure, you may wish consider using your phone provider’s 3G or 4G network. For more secure internet access with all devices, you should consider using an Ethernet cable connection to an Ethernet port. These ports are available for you to use in your room at no additional charge.

Holiday Inn Express Hotel & Suites  
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