



Vacation Home Rental Agreement

Renting this property through this Venue – You agree to the follow:

The person who makes the reservation must be present at the property for the duration of the reservation and is the person of responsibility.

970-624-7191 www.Rockymountainspropertyservices.com

Please...NO early check-in or late checkout. Late checkouts are subject to a deduction on security deposit. Our staff needs the ENTIRE 6 hours to prepare for the next guests.

This is a NON SMOKING PROPERTY and PETS are NOT PERMITTED under any conditions.

***DAMAGE DEPOSIT – The deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met.**

- No damage is done to this home or its contents, beyond normal wear and tear. No charges are incurred due to contraband, smoking, pets or collection of rents or services rendered during the stay.
- All debris, rubbish and discards are placed in the provided receptacles and soiled dishes are placed in the dishwasher and cleaned.
- All remotes TV, DVD/CD remote controls are left with their designated TV and home is left locked.
- Any charges accrued during the stay are paid prior to departure.
- No linens or bedding are lost or damaged.
- The Tenants are not evicted by the owner (or representative of the owner), the local law enforcement, or the security people employed that patrols the area.

Further:

1. The Landlord/representative shall have reasonable right to inspect the premises without prior notice at any time to enforce the terms of this agreement. Should the Tenants violate any of the terms of this agreement, the rental period shall be terminated immediately. The Tenants waive all rights to process if they fail to vacate the premises upon termination of the rental period. The Tenants shall vacate the premises at the expiration time and date of this agreement.

2. 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 suggest you bring beach towels for any need of towels outside of the property. We do not permit towels or linens to be taken from the Home.

3. The Tenants shall maintain the premises in a good, clean, and ready to rent condition, and use the premises and its contents only in a careful and lawful manner. The tenants shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Landlord as being immediately habitable by the next tenants (we ask that you do a basic cleaning as our cleaning people come in and do a thorough cleaning & sanitizing of all surfaces including all cabinets and knobs). Tenants shall pay for maintenance and repairs should the premises be left in a lesser condition. The tenants agree that the Landlord shall deduct costs of said services from the security deposit prior to refund if tenants cause damage to the premises or its furnishings.

4. The Tenants shall dispose of all waste material generated during the rental period in a lawful manner and put the bagged trash in the Dumpster provided. DO NOT leave trash at the house. There is no recycling available.

5. The Tenants shall pay for any damage done to the premises over and above the security deposit amount, or property protection policy if purchased.

6. No animals or pets of any kind will be brought onto the premises. Evidence of pets on the property constitutes forfeiture of entire security deposit. If tenant choose to use booking site Property Protection \$500 will be charged.

7. The Tenants shall not sublet the property.

8. The Tenants shall maintain a 5 MPH speed limit in and out of the property. Guests are responsible for any damage to vehicles. (do not leave doors unlocked due to bears). There is not street parking available at this location, do not park on the grass.

9. The Tenants shall behave in a civilized manner. Town ordinance states outdoor quite time between hours of 10pm and 8am. **PLEASE, PLEASE control noise beginning at 9pm.** Tenant will be responsible for any law enforcement action that is a result of any his/her guests during rental period.

10. There shall be no smoking of any kind on the inside of the property. Evidence of smoking on the property constitutes forfeiture of entire security deposit. No Marijuana use allowed on this property!

11. Landlord shall provide towels, linens, cups, knives, forks, spoons, dishes, set amount of toilet paper, dish detergent, laundry soap and other items as commonly used by the Landlord's family. Other consumables are to be purchased by the Tenant. No reimbursement will be made for unused consumables left at the premises. If consumables exist at the premises when the Tenant arrives the Tenant is free to use them...

12. The Tenants and Tenants' Guests shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Tenants expressly recognize that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenants and Tenants should purchase their own insurance for Tenants and Guests if such coverage is desired.

13. Tenant agrees that HEAT shall not be set above **72 degrees**. All windows and doors are to be closed and locked upon check-out. Home has no air conditioning.

14. Tenant agrees not to access the "owner's closets" or storage building even if unlocked, which contains cleaning supplies and chemicals, equipment that could be hazardous to children and adults.

15. Tenants expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Tenants do not intend to make the property a residence or household.

16. We occasionally experience outages that are beyond our control. We report outages as each occurs. No refunds or compensation will be given for any outages.

17. There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions, acts of God or personal reasons.

18. CANCELLATIONS – A sixty (60) day notice is required for cancellation by either party. Cancellation made more than sixty (60) days prior to the arrival date will incur no penalty and receive a full refund. Cancellations or changes that are made within 30 days of the arrival date, forfeit 50% of the advance payment and reservation deposit. Cancellation or early departure does not warrant any refund of rent. PLEASE NOTE: if the property is re-rented the owner can refund the balance less a 5% processing fee.

19. There shall be no refunds of rents because of shortened stays or ruined expectations due to work and family emergencies or other commitments, including weather. (4WD or AWD vehicles are a must during fall, winter and spring and actually required by state law during bad weather).

20. (If this home has a hot tub or Jacuzzi) It is the tenant's responsibility to learn about safety precautions, warning signs of water conditions, and safety procedures concerning the hot tub. Tenant agrees to have a responsible adult supervise all minors while they are in the Hot

Tub/Jacuzzi tubs in bathrooms. Tenant is hereby notified that the Hot Tub/Jacuzzi tubs can be dangerous and tenant accepts fully the risks involved.

- **DO NOT STAND ON THE HOT TUB COVER.** Hot tub covers are for insulation purposes and are not designed to support a person or persons. They will break and you may be charged for replacement. Remember when not using the hot tub, leave cover on so hot tub will stay warm.

21. Only legally owned and permitted firearms shall be allowed on the premises according to State and Local laws.

22. Tenant agrees that Fireworks and other hazardous materials shall NOT be used in or around the property.

23. Tenant shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc.; shall cause termination of this agreement with no refund of rents or deposits.

24. Tenants agree to submit to Colorado statutes and pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Landlord enforcing this agreement.

25. Tenant is advised that the property may contain at least one or more of the following: gas grill, gas fireplace and other gas powered items such as gas Boiler and/or water heater and will seek help from management if the proper operation of such items is not fully understood.

26. The property has a fire extinguisher in the kitchen area, basement and deck by the gas grill. The fire extinguisher was fully charged at last inspection. It is the duty of the tenant to inform management immediately should the fire extinguisher become less than fully charged. Tenant agrees to use the fire extinguisher only for true emergencies.

27. The property has fire alarms installed and they are believed to function properly at the time of rental. Tennant will notify management without delay if a fire alarm or carbon monoxide detector "chirps" or has a low battery condition.

28. Tennant is advised that the carbon monoxide detectors are located on each level of the home.

29. Tenant shall see to their own security while in the property by locking doors, windows, garage doors, etc. when it's prudent to do so and **always** when leaving the property.

30. Valuable items left behind by tenant will be held for the tenant and every reasonable effort will be made to contact the tenant for return. If items are not claimed within 1 month, they shall become the property of the Landlord. The Landlord shall not be held liable for condition of said items.

31. Satellite/cable TV is provided, and service level has been chosen by the Landlord. No refund of rents shall be given for outages, content, lack of content or personal preferences with regard to satellite TV service.

32. Wireless internet is provided as a convenience only and is not integral to the agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service.

33. Tenant leasing the premise shall meet the min. age requirements and may be required to provide a legible photocopy of their current driver's license, a primary and secondary cell phone number for contact purposes while at the property.

34. Absolutely NO open Fires. Any report of fires of any on the property will terminate this agreement and result in eviction with no refund. The fire department will be contacted, and it will be reported as an illegal fire.

35. Electric Vehicles: EV's

We do not allow charging of any EV's at this property without discussion and written permission by the Property Managers. Any violation of this policy will result in loss of security deposit.