

SHORT TERM VACATION RENTAL AGREEMENT



Mountain Homes Management, LLC

286 N. Bridge St.
PO Box 1093
Nederland, CO 80466
(303)-258-3788
1-800-676-7123/fax

Inquiry@MountainHomesManagement.com

INITIAL HERE _____

This agreement constitutes a contract between the guest(s) and Mountain Homes Management LLC, in its capacity of as the duly authorized "Manager" for the Homeowner of the hereinafter referred to premises, and the guests(s) referred to below. Guest acknowledges and understands that by signing this agreement, he/she states that he/she has read and understands the written policies provided online at www.nederlandvacationrentals.com and agrees with all statements included both there and herein.

PREMISES: Guest(s) agrees to rent from Manager the residence ("premises")

Known as: _____
to use strictly as a short-term vacation residence.

RENTAL PERIOD:

Arrival Date: 3pm mst _____

Departure Date: 10am mst _____

- 1. GUEST CONFIRMS: that he/she is 25 years of age,** or older. Management will not rent to anyone under the age of 25 years unless accompanied by an adult or guardian. Proof of age may be required.
- 2. GUEST COUNT/Rental Party:** Guest agrees that the premises shall be occupied by no more than the number of people stated herein. **MAXIMUM NUMBER OF GUESTS:** _____. Occupancy is limited to the registered guests only. **Absolutely no overnight guest invitees are allowed.** Occupancy by guests other than those listed in this document will result in the termination of the rental and the forfeiture of all rental fees, and deposits. Guests will be billed \$15 per person per night above the confirmed rental fee for any/all unregistered guests. **Please notify the rental office at least 24 hours prior to arrival if your guest count changes.** Mountain Homes Management, LLC has the right to enter the premises at any time to confirm guest count.

Please register every person (including yourself and all children, regardless of age) who will be staying in the cabin during the rental period (up to the maximum number listed above). Please attach an additional page if needed.

Guest Name: _____ Age on day of arrival: _____

Guest Name: _____ Age on day of arrival: _____

Guest Name: _____ Age on day of arrival: _____

Guest Name: _____ Age on day of arrival: _____

Guest Name: _____ Age on day of arrival: _____

Guest Name: _____ Age on day of arrival: _____

Guest Name: _____ Age on day of arrival: _____

Guest Name: _____ Age on day of arrival: _____

3. **NO ASSIGNMENT BY RENTER/FALSIFIED RESERVATIONS:** Guest shall not assign this Agreement or sublet any portion of the Premises. Manager may assign this Agreement if it wishes. Reservations must be made in the name(s) of the actual Guest(s). Any reservation obtained under false pretenses will be subject to forfeiture of advance payment, deposit and/or rental group will not be allowed to check in.
4. **CHECK IN /OUT:** Guest acknowledges and understands that Check-in time is no earlier than **3:00 pm** and Check-out time is no later than **10:00 am-MST** on the dates stated in the rental period above. **Guest agrees that an unapproved late Check-out will be assessed an amount of \$75 for each 30 minute period, or portion thereof, past 10 am.** Please be prompt.
5. **RENTAL PAYMENTS:** Advance payment equal to **50%** of the taxed rental rate is required along with the damage deposit, to be received by Mountain Homes Management, LLC within seven (7) days of booking to secure the reservation. The balance of the rent plus the cleaning fee is due fourteen (14) days prior to the arrival date and will be charged to the credit card provided. Rental rates are subject to change without notice on unsecured dates/reservations.
6. **CLEANING FEE:** A cleaning fee shall be charged to be paid per the Payment Schedule. No daily maid service is included in the rental rate.
7. **NON-SMOKING: These premises are Non-Smoking.** If it is found that any member of the rental party, or guest of the rental party, has smoked inside the cabin, **or deposited cigarette waste in any indoor trash bin, your full deposit will be forfeited.** The entire cabin is designated as a NO Smoking area. Guests may, however, smoke in the outside deck or patio areas. Cigarette butts must not be disposed of in the yard or anywhere on the property other than the outdoor garbage can provided
8. **NO PETS: Pets are not permitted in or on said premises.** If a pet belonging to any member of the rental party, or guest of the rental party, is found to be in or on the premises, Guest(s) will be removed from the property and agrees that the **full damage deposit will be forfeited.** Further, Guest acknowledges that any additional cleaning or repair required for damage done by said pet shall be his/her financial responsibility.
9. **DAMAGES:** Guest agrees to use the Premises in a reasonable manner, including, but not limited to: the furnishings, appliances, plumbing fixtures, linens and electronics. Guest shall immediately notify Manager of damage to the Premises or necessary repairs. Manager may enter the Premises at reasonable times to inspect or make repairs. Guest acknowledges and understands that he/she is financially responsible for any and all property damage that may occur during the stated rental period and agrees to pay for repairs, replacement, cleaning and/or other costs caused by the rental party, or their guests', unreasonable use or over-use of the Premises. Guest hereby authorizes Manager to charge the Guest's credit card for these costs. This authorization shall not constitute a waiver of Manager's and/or Homeowner's right to recover costs from Renter(s) by other means.
10. **PROHIBITIONS:** Guest agrees for him- or her- self and his or her guests (including invitees) that they shall not: a. allow overnight unregistered guests; b. violate or cause to be violated or permit any violation of any federal, state, county or municipal laws, regulations or ordinances, or any written rules promulgated by Management or Homeowner; c. use or store any item that in the Management's opinion creates an unsafe condition; d. allow any activity that would result in increased fire insurance premiums; e. permit any act that would injure the

Management's/Homeowner's reputation or interfere with the rights or quiet enjoyment of other persons; f. use or permit the use of tobacco products in the premises; g. allow animals on the premises, unless by prior written approval. **NOTE: Kegs, Firearms and Fireworks are not permitted at any property.**

- 11. SAFEGUARDING HOMEOWNERS ITEMS: No item belonging to the Homeowner shall be taken from the property. Hair dye and self tanning products must not be used while in residence at the cabin.** These products are known to stain bed and bath linens. Stained or missing linens will be replaced and the cost of replacement will be billed to the Guest.
- 12. SKI PASSES:** Ski Passes are for use by the registered Guest(s) during the rental period only. **Ski Passes must be left in the property at CHECK-OUT time.** Passes may not be 'lent to' or 'rented' to anyone not listed in this agreement. Loss or damage of ski passes will result in replacement costs billed to the Guest.
- 13. NO LONG DISTANCE/ NO PAY PER VIEW:** The Homeowner has placed a block on these services. Guest acknowledges that billable telephone and or cable/satellite services are not included in the rental of the property. Charges for any billable services generated during the stated rental period which appear on the Homeowners bill will be billed back to the Guest upon receipt of the charges along with a \$25 processing fee.
- 14. DEPOSIT:** Guest(s) agrees to follow all Check-in and Check-out procedures and understands that the property must be left clean and undamaged. Guest understands that failure to follow the posted Check-in and Check-out procedures may result in the loss of all, or part, of the damage deposit and that the Management reserves the right to further bill his/her credit card for additional cleaning or repairs. **(Guest agrees to read and follow all of the documents provided in the Check-in, as well as those printed in the Information Book and our posted policies provided in the cabin and online.)** Within 2 weeks (14 days) of the end of the rental period, or actual vacation of the Premises by Guest(s), whichever occurs later, Management will inform Guest if full or partial deposit is refundable. This deposit shall not be construed as rent. Refunds will be by check (or by refund to the credit card number provided, at discretion of the Management). The deposit is fully refundable if:
 - a. No damage is done to the house or its contents beyond normal wear and tear (deductions from the deposit shall be made for any damage done to the property including, but not limited to, scratches, burns, stains, holes in walls, as well as damage to personal property)
 - b. All rubbish and debris is placed in refuse containers
 - c. Dirty dishes are placed in dishwasher
 - d. Linens: one load of laundry is started / bed sheets are turned back to indicate use / towels left on floor to indicate use
 - e. All keys and garage door openers are left on the kitchen table and the home is left locked **(\$15 per missing key/ \$50 per unreturned garage door opener).**
 - f. All charges accrued during stay are paid prior to departure including, but not limited to, long distance calls, pay per view movies
 - g. No early check-in or late check-out without prior agreement/with Management
 - h. No pets or smoking have been allowed on the Premises.
- 15. CANCELLATIONS: Reservations must be cancelled in writing not later then sixty (60) days prior to the arrival date** to be eligible for any refund. If cancelled in writing prior to the sixty (60) days, your prepayment, minus the deposit and the \$50 processing fee, will be refunded. All cancellations or adjustments in dates are subject to an additional \$50.00 processing fee. Early departure does not warrant any refund of rent or deposit, nor does change to travel reservations/plans on behalf of the Guest(s).
- 16. EARLY DEPARTURE/LATE ARRIVAL:** No refunds will be made for early departures or delayed arrivals. No refunds or schedule changes will be made due to inclement weather.
- 17. ABANDONMENT:** If Guest(s) abandons the Premises before the Rental Period ends, Management may immediately terminate this Agreement without abatement of rent. These acts shall not affect Guest's obligations under this Agreement.
- 18. INTERRUPTION OF SERVICES:** As long as the Premises are habitable any interruption of utilities, inconvenience or discomfort arising from repairs, inclement weather, or power outages shall not affect this Agreement or reduce the rent. However, we promise we will do all we can to remedy such situations promptly if they arise.

- 19. SUBSTITUTIONS/TERMINATION BY OWNER:** Management reserves the right to substitute a comparable property in the unlikely event that the reserved cabin is unavailable for any reason. This will only be done as a last resort when a maintenance issue or service interruption (i.e. electricity, water, gas, etc...) renders the cabin uninhabitable, the property is sold or the property management agreement is terminated by the Homeowner. When comparable accommodations are not available, Guest(s) will have the option of selecting from available properties at the published rate or receiving a complete refund of their reservation deposit and prepayment.
- 20. PROPERTY LOSS OR DAMAGE:** Management shall not be liable for any damage to Guest's property or loss of Guest's property caused by theft or casualty.
- 21. CARE AND MAINTENANCE:** Guest accepts the Premises in their present condition and agrees to take good care of the Premises and not to make any alterations, additions, repairs, or improvements and/or remove any of the Homeowner's personal property from the Premises, without the prior approval of the Management (even in the event that any portion of the Premises or Homeowner's personal property is out of repair) and to promptly reimburse the Management for any damage to the Premises or to the Homeowner's personal property caused by the negligence, misuse, or any other occurrence attributable to Guest(s), family or their guests.
- 20. CHILDPROOFING:** While some premises include certain amenities for children, they are not "child-proofed". Guests with children are advised to take all necessary precautions. Neither Mountain Homes Management LLC nor the Homeowner, shall be held liable for any accidents or injuries incurred by Guests, Guest's children or invitees of Guest(s).
- 21. WILDLIFE:** All of the cabins are located in the Rocky Mountains of Colorado. As we share our environment with a variety of wildlife, it is possible that you may come into contact with them (bears, bobcats, cougars, elk, deer and a variety of bugs – wasps, bees, hornets, etc...). Please use caution and common sense. Neither Management nor Homeowner will accept responsibility for any injury caused by wildlife.
- 22. FIREPLACES:** It is possible that your cabin may include one or more fireplaces. If it is equipped with gas logs (check amenities table online) **Guest agrees that under no circumstances will any member of the party rearrange the logs, de-install the logs or burn anything other than the propane/natural gas provided in the fireplace** - to do so may cause damage to the logs and may also allow poisonous gasses to leak into the cabin which could prove harmful, to either your party, or to future Guests. **THIS IS A SAFETY ISSUE – Any evidence of tampering or misuse will result in the loss of your full damage deposit.** If home included use of wood-burning stove, they do not have a gas starter. If you are not proficient in starting a fire without one, you may want to bring small "Duraflame" type logs or "fire starters". **ABSOLUTELY NO LIQUID ACCELERANT IS ALLOWED! THIS IS A SAFETY ISSUE – Any evidence of use of accelerant will result in the loss of your full deposit.**
***If you have questions regarding the use of fireplaces, please call our office at 303-258-3788.
- 23. GRILLS:** With grills which use propane gas for cooking, Guest agrees that **CHARCOAL will not be put in a gas grill.** If charcoal is found to be present inside the grill, the **full deposit will be forfeited.**
- 24. TRAILERS:** Due to the mountainous terrain in our area we do not recommend that Guest(s) tow a trailer. If guest plans to bring a trailer they should contact our office first to determine the condition of the roads leading to the property (steep, gravel, sharp turns, etc...) and whether there is adequate parking space at the location. Neither the Management nor the Homeowner will accept responsibility for any injury or damage caused by a guest towing a trailer.
- 25. CHECKS:** All checks for payment must be received no later than 14 days prior to the stated arrival date. A \$35.00 service charge will be incurred by Guest for all returned checks.
- 26. ACCURACY OF LISTING INFORMATION:** Information regarding individual listings is believed to be accurate but cannot be guaranteed as all cabins are privately owned homes and Homeowners may make changes to the property from time to time. We have made every effort to ensure that all the information on the Management's website is current and accurate. The possibility of errors and omissions exists. We will be happy to confirm all data contained in the listing or answer any questions you may have prior to booking your reservation.

- 27. INDEMNIFICATION:** Guest acknowledges and understands that each and every guest, or guardian, is solely responsible for any accident or injury to any person while in-residence, and neither Homeowner nor Management accepts any legal or financial responsibility. **Guest hereby releases Management and Homeowner(s) from liability for, and agrees to indemnify Management and Homeowner(s) against, any loss, liability, damage, or costs incurred by either party arising from Guest's occupancy of the Premises.** Further, in the event any third party files a claim or suit against the Management or Homeowner(s) for any damages allegedly resulting from Guest's use of the Premises, Guest agrees to fully defend and indemnify Management and Homeowner(s). Guests, and guardians, assume all risk of injury or other loss resulting from any recreational activity and will hold the Management and Homeowner harmless with respect thereto.
- 28. EXPENSES/LEGAL ACTION:** This agreement shall be governed by the laws of the State of Colorado. Guest(s) agrees to pay Management and/or Homeowner(s) without protest for all reasonable expenses resulting from Guest's violation of any term of this agreement. All such costs shall be due immediately. If Management and/or Homeowner(s) prevails in whole or in part in any legal action between the parties, Guest(s) shall be liable for Managements and/or Homeowner(s) reasonable costs and attorney's fees. If Management and/or Homeowner(s) obtain a judgment against the Guest(s) the judgment shall bear annual interest of 18% until paid in full. Management, Homeowner(s) and Guest(s) hereby waive trial by jury and agree that the exclusive forum for personal jurisdiction and venue shall be the County or District Court of Boulder or Gilpin County, Colorado as applicable.
- 29. LIMITATION OF LIABILITY:** In no event shall Management be liable for any special, indirect, incidental or consequential damages arising out of or connected with this Agreement regardless of whether a claim is based on contract, tort, strict liability or otherwise, nor shall Guest's damages exceed the amount of the commission received on the particular transaction .
- 30. ALL PROVISIONS MATERIAL:** All provisions of this agreement are considered material and breach of any constitutes a material breach.
- 31. INVALIDITY:** A determination by a Court that any term of this Agreement is invalid, shall not invalidate the entire Agreement nor any of its individual terms. Failure of Management and/or Homeowner to insist upon compliance with any term of this agreement shall not constitute a waiver of any term.
- 32. JOINT LIABILITY:** If this Agreement is entered into by more then one Guest, each Guest shall be jointly and severally liable for any breach of any provision.
- 33. ENTIRE AGREEMENT:** With respect to all obligations and deadlines in this Agreement, time is of the essence. This written Agreement contains all representations by the parties and expresses the entire understanding between them. The parties agree that all prior communications are merged into this agreement and that there are no terms or conditions other than those set forth herein. This Agreement may not be modified, except in writing signed by both parties.

*** PLEASE PRINT, SIGN AND RETURN ALL SIX PAGES OF THIS AGREEMENT WITHIN 7 DAYS ***

Print Name of Credit Card Holder

Date

Signature of Credit Card Holder

Date of birth

GUEST PAYMENT SCHEDULE

Property Name: _____

By signing below, I agree to all the terms and conditions of this Rental Agreement.

Signature: _____ Date: _____

Name (printed): _____

Address: _____

Phone: _____ Email: _____

Arrival date:	Departure date:
Total nights:	Total guests:
Daily rate:	Weekly rate:
Extra-Guest fee: \$15/Guest/night over #	#/Extra Guests:

Rental rate:	Deposit/Advance:
Extra-Guest charge:	Due date:
Lodging tax (4.75%):	Balance:
Cleaning fee:	Due date:
TOTAL RENTAL:	Security Deposit:

TOTAL BALANCE DUE: \$ _____

PAYMENT METHOD- CREDIT CARD: Visa ___ **MC** ___ **Discover** ___

Card #:	Expiration:	CVV (3 digits on back):
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Name on card:
Billing address:
Zip/Postal code:
Country:

PAYMENT METHOD- CHECK: Personal ___ **Cashier** ___ **Other** ___

Check #:	Date:	Bank:
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Mail Checks To:
MOUNTAIN HOMES MANAGEMENT
P.O. Box 1093 NEDERLAND, CO 80466