



This is a NON-SMOKING Property.
NO early check-in or late checkout.
Check-In: 4 PM (Mountain Daylight Time GMT-6)
Check-out: 10 AM

Our cleaning crew requires a minimum of 6 hours to return our home to the Jewel's pristine condition. If, for any reason, your check-out is delayed, you will be assessed a late fee of \$50/30 mins. These funds will go directly to our cleaning crew waiting in the driveway.

SECURITY DEPOSIT:

- The deposit is NOT applied toward rent; however, it is fully refundable within (15) 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 tenant debris, rubbish, and discards are placed in the provided receptacles.
- Soiled dishes are placed in the dishwasher and cleaned.
- All used linens and towels are placed in the laundry room on each floor.
- All garage, TV, DVD/CD remote controls are left as instructed.
- The home is left locked.
- All charges accrued during the stay are paid prior to departure.
- No linens or bedding are lost or damaged, nor are any items removed from the home.
- Tenants are not fined or evicted by local law enforcement, security people employed to patrol the area, or the owner (or representative of the owner).

Agreement:

1. The landlord shall have a 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. We do not permit towels, linens, or ANY items to be taken from the Home.
3. Tenants shall dispose of all waste material generated during the rental period in a lawful manner as instructed by the owner. The trash bin is located in the fenced-in area directly south of the garage. Pickups are Friday mornings, 8:00 AM to 1 PM. Please leave a clear path so the garbage truck may enter the lower drive and empty the containers in their current location. Tenant is cautioned not to leave garage doors open for long periods of time as it attracts large uninvited animals.
4. Tenants shall maintain the premises in a good, clean condition and use the premises and its contents in a careful and lawful manner. The Tenants shall leave the premises in the same good and habitable condition at the expiration of the rental agreement. 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. Should damage exceed the security deposit, the tenant agrees to be responsible for any excess damage; please see paragraph 26.
5. Tenants shall pay for any damage to the premises over and above the security deposit amount.
6. **No animals or pets of any kind shall be brought onto the premises.**
7. Tenants shall not sublet the property and shall be the responsible party in attendance at check-in. **Tenants or guests will not** contact/disturb the neighbors to secure directions or any other information or disclose any of the confidential information contained in this rental agreement, such as rates, names, or any information contained in this agreement.
8. Tenants shall have no more than four (4) cars parked outside the premises. Three (3) cars may be parked inside the garage, however, garage doors must be closed at all times because of the wildlife.
9. Tenants shall behave in a civilized manner and maintain a 15 MPH speed limit in and out of the property (on Sixth Green Lane) and shall be good neighbors, not trespassing and respecting the rights of the surrounding property owners. Tenants shall not create noise or disturbances likely to disturb or annoy the surrounding property owners, including leaving outside floodlights on.



10. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement. Tenants shall immediately vacate the premises; Tenants then waive all rights for any refund.
11. Quiet Time starts at 10 PM and ends at 8 AM. Hot Tub and outdoor noise should be kept to a minimum. Excess noise is defined as “Any sound that is plainly audible for one (1) minute or longer at a distance 25 feet or more when measured from the source property line between the hours of 10 PM and 8 AM daily and at a distance of 50 feet or more when measured from the source of the property line. Between the hours of 8 AM and 10 PM, noise violations are subject to a code violation of a \$250 spot fine, second violation is a \$500 spot fine, third violation, immediate removal from the property.” Noise carries... please be a good neighbor.
12. Landlord shall provide towels, linens, cups, silverware, dishes, toilet paper (3 rolls per bathroom), soap, dish detergent, laundry soap, and other items 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 upon arrival, the Tenant is free to use them.
13. Tenants may have up to 18 people on the property without the Landlord's prior written permission. Any and all venue requests must be in writing and must have the landlord's prior written permission and shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from the use of the premises regardless of the nature of the accident, injury or loss. The property may not be used as a lodge/gathering place for off-premise guests without Landlord's written permission. Any reservation obtained under false pretense will be subject to forfeiture of all advance payments or deposits, and the party will not be permitted to check-in. 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 that Tenants should purchase their own insurance for Tenants and Guests if such coverage is desired.
14. Tenants agree that HEAT shall not be set above 74 degrees. Doors and windows shall be closed when heat is in operation.
15. Tenants agree not to access the “Owner's Closets”, west garage/storage building, even if unlocked, which contains personal property, cleaning supplies, chemicals, tractors, and equipment that could be hazardous to children and adults.



16. Tenants expressly acknowledge and agree that this Agreement is for transient occupancy of the Property. Tenants do not intend to make the property a residence or household.
17. 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.
18. There shall be no refunds of rent due to shortened stays or ruined expectations because of weather conditions.
19. **CANCELLATIONS.** A one hundred twenty (120) day notice is required for all Tenant cancellations. Cancellations made more than one hundred twenty (120) days before the arrival date will incur a 10% penalty to cover bank processing fees and administrative time. Cancellations or changes that result in a shortened stay, made within 120 days of the arrival date, forfeit the full advance deposit. We will refund 90% of the deposit if we can re-rent your reserved dates. Under no circumstances shall the Owner be liable to the Tenant or any other party for any indirect, special, or consequential damages of any character related to this agreement. In no event will the Owner be liable for any damages in excess of the amounts actually paid by the Tenant to Owners in connection with this agreement.
20. There shall be no refunds of rent because of shortened stays or ruined expectations due to work and family emergencies or other commitments. The Town of Estes Park is currently reviewing regulations for rental homes. The parties acknowledge that this agreement may require modification if necessary to comply with town regulations.
21. Tenants are responsible for learning about safety precautions, warning signs of water conditions, and safety procedures concerning the hot tub. The tenant agrees to have a responsible adult supervising all minors while they are in the hot tub. The tenant is hereby notified that the hot tub can be dangerous, and the tenant fully accepts the risks involved. 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 the cover on so the hot tub will stay warm. The tenant agrees that no children will be allowed to use the exercise equipment.



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22. Tenant shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from the use of the premises, including hot tub and exercise equipment, regardless of the nature of the accident, injury, or loss. Furthermore, the Tenant acknowledges that surfaces exposed to direct sunlight at high elevations, such as asphalt driveways and metal decking, may become hot.
 23. Only legally owned and permitted firearms shall be allowed on the premises according to State and local laws.
 24. The tenant agrees to obey all fire bans during the rental period and that fireworks and other hazardous materials shall not be used in or around the property.
 25. Tenant shall use the property for legal purposes only, other uses, such as, but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc are strictly prohibited. Such actions shall cause immediate termination of this agreement and no refund of rents.
 26. Tenants agree to submit to Colorado statutes and pay all reasonable costs, attorney's fees, and all expenses incurred by Landlord enforcing this agreement. Tenant shall be responsible for any and all fines or penalties incurred by the landlord as a result of tenants' or guests' actions and shall reimburse the landlord in full for any costs incurred, including attorney fees.
 27. No agreements shall be verbal in nature. Only agreements that are in writing and incorporated into this document shall be legally binding.
 28. The tenant is advised that the property contains gas fireplaces, gas grills, and other gas-powered items and will seek help from management if the proper operation of such items is not fully understood.
 29. The Property has a fire extinguisher on the lower level hanging on the wall by the south exit door and in the front of the garage, as well as in the main level laundry room and on the outside deck wall nearest the barbecue grills. The fire extinguishers were fully charged at the last inspection. The tenant must inform management immediately should the fire extinguisher ever be used or become less than fully charged. The tenant agrees to use the fire extinguisher only for true emergencies.



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- 30. The Property has fire alarms and carbon monoxide detectors 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. Tennant is advised that the carbon monoxide detectors are located as follows: the upstairs detector is located in the hallway and in the bedroom nearest the kitchen. The lower-level detectors are located in all hallways and between the bedrooms.
 - 31. Tenant shall see to their own security while in the property by locking all doors, windows, etc., and **ALWAYS LOCKING** when leaving the property.
 - 32. Items left behind by the tenant will be held for the tenant. If items are not claimed within 3 months, they shall become the property of the Landlord.
 - 33. Cable TV: No refund of rent shall be given for outages, content, lack of content, or personal preferences with regard to cable TV service.
 - 34. High-speed wireless internet is a convenience and not integral to the agreement. No refund of rent shall be given for outages, content, lack of content, speed, access problems, or lack of knowledge of use.
 - 35. The signer of this contract agrees to be the first to arrive at the house and the last to leave the house.
 - 36. The laws of Estes Park and Colorado shall govern this agreement and rental. All parties to this agreement agree to submit to jurisdiction in Colorado regarding any dispute, and that venue shall lie in Larimer County, Colorado.

Check-In Date: _____

Check-Out Date: _____

Print Responsible Parties/Tenants Names in full

Responsible Parties/Tenants Signatures

Date

Landlord: Pamela Cannell Signature

Date