

## **RENTAL AGREEMENT, RESERVATION POLICIES and RENTAL CONDITIONS**

Property: The Towers at Lakepoint. 980 Lakepoint Dr., Unit 501 Frisco CO. 80443

Thank you for your interest in renting our vacation home. Before confirming your reservations we ask you to please review this rental agreement. Please contact Joy Mercy by email at rental@frisco501.com with any additional questions. We look forward to your response and having you as our guest.

### **===== RESERVATION POLICIES =====**

**By submitting a reservation deposit you are confirming a reservation at the above mentioned property and confirming you have read and agree to the terms, policies and conditions contained in this agreement.**

**Rental Terms:** The terms of the rental this agreement applies to will be or have been provided by owner in a separate rental confirmation sent by email.

**Payment Policies:** VRBO is the only way we can accept payments. Personal checks, cash, money orders or cashiers checks are not accepted. A non-refundable Reservation Deposit of 50% of the stay is required at booking to confirm reservations. Balance payment is due 30 days prior to arrival. Reservations made within 30 days of arrival require full payment at time of booking. Reservations with past due balances are subject to cancellation, with or without notice.

**Cancellation Policy:** Reservation deposit is non-refundable upon cancellation. Balance payment is non-refundable upon cancellation 60 days or less prior to arrival. Any portion of balance payment recovered from rebooking the unit may be refundable, less associate time and fees to re-book. Reservation deposit is non-refundable. **We highly recommend purchasing travel insurance for your trip as mountain weather may restrict your ability to get to our destination.**

**Security deposit:** Guest agrees to be responsible for the care and security of the home during the stay. Guests are asked to provide Owner a separate payment of \$300 to serve as a security deposit to remain with owner until an inspection of the unit is completed following guests departure. Guest also agrees to pay Owner the amount of actual damages to the Property above and beyond \$300 arising from misuse of the Property, as well as for missing items, excessive clean-up and, if necessary, the cost incurred in removing Guest from the Property. After the unit has been inspected and no reports of damage, misuse or neglect are filed the security deposit will be refunded in full within 15 days of departure date.

**Access:** Keyed entry is used for this property. 4 (Four) keys that will be available for your stay will be provided in the afternoon of your arrival.

### **===== RENTAL CONDITIONS =====**

In consideration of the monies received and the mutual promises contained herein, we the owners (Owner) of the subject property hereby agree to give a license to use the Property to the undersigned, (herein referred to as Guest), on the property and dates described on the Reservation Confirmation, under the conditions stated herein.

**Notification:** It is Guest's sole responsibility to inspect the Property upon arrival. In addition to inspecting the smoke detectors, Guest agrees to inspect the entire Property to ensure that it is free of hazards and properly equipped. Guest assumes the entire risk of injuries arising from use of the Property. Guest will ensure that the Property has a secure shower or bathtub mat, and that the Guest takes reasonable measures to prevent slips in the bathroom, on staircases, steps, and throughout the Property. Guest agrees to take a higher degree of care in the use of the Property because of the age of the structures on the Property.

**Linens and Maid Service:** Your unit will be cleaned and stocked with all bed and bath linen and supplies prior to your arrival. There is no daily maid service or linen freshening included in your stay. Special arrangements for additional housekeeping are available for a fee. The owner's of Frisco501 have provide washer and dryer for cleaning clothing if needed.

**Smoke Detectors and CO2:** Guests are reminded to check all detectors upon check in. Replacement batteries are provided in unit. Instructions for reporting inoperative detector(s) are provided in unit.

**Restrictions on Property Use:** Guests are prohibited from engaging in any unlawful activity or any other activity that constitutes a nuisance. Violation of this provision will result in immediate eviction without refund, and Guest will be held liable for any damages to the Property, contents and grounds.

**Parking:** Parking for 2 vehicles only, single car garage (labeled in the rear of the building 501) keypad entry and the second parking spot is in parking lot behind the condos. Parking on ALL county streets is prohibited.

**Occupancy:** The maximum number of occupants allowed in the Property is specified in the reservation. Overcrowding or misrepresentation is grounds for immediate revocation of the license to the Property and removal of Guest without refund. The Guest is the person who will occupy the Property. Parents may not book Properties for their children. The Guest must be present at the Property for the time of the reservation and take full responsibility for the Property. Small children are the responsibility of the Guest. Children should not roam free on balconies, climb on furniture, hang out of windows, or engage in other unsupervised activities. Use is at your own risk. Guest takes full responsibility for all lost or broken items and any damages to the Property of any kind.

**Noise:** No persons shall cause or allow others to cause unreasonable noise while occupying an accommodation Unit. This noise ordinance is strictly enforced between 10:00 PM and 8:00 AM.

**Disposal of trash:** Place all trash in the garage door enclosed dumpster building, located at the end of the parking lot. Leaving garbage outside is prohibited due to wind, bears and other animals. Please remove all trash from the unit upon your departure.

**Smoking Prohibited:** All properties are nonsmoking properties and any form of smoking is prohibited inside the properties. Violation of the "No Smoking" stipulation is grounds for immediate removal without refund. If evidence or odor of smoking is present following guest departure guest will be billed for all expenses incurred in removing such evidence or odors. If smoking outdoors please close all windows and doors to prevent odor from entering home.

**Phone:** There is no land line provided in this property, free phone over the internet is available through [www.skype.com](http://www.skype.com) or google voice.

**Personal Property Loss:** Owner is not responsible for any loss or damages whatsoever due to the loss, theft or damage to Guest's personal property or to personal property owned by Guest's visitors including any vehicles whether owned, leased or rented.

**Subletting and Assignment:** Guest may not sublet, sublicense or otherwise grant any rights to the Property.

**Limitations on Rental:** Owner will not be liable for circumstances beyond their control, including but not limited to appliances or air-conditioning/heating failure, other mechanical failure, unfavorable weather, disruption of utility services including cable television, etc. Relocation, rental pro-ration or refund in the event of such circumstances is the sole discretion of the Owner. In the event Owner is unable to deliver the Property to Guest because of property sale, Owner decision, fire, mandatory evacuation, eminent domain or Acts of Nature, or if the property is unavailable because of construction delays or lack of utilities, Guest agrees that Owner's sole liability, as a result of any of these conditions, will be a full refund of all payments tendered by Guest. Guest expressly acknowledges that in no event will Owner be held liable for any other condition out of the control of the Owner, or for any incidental or consequential damages, including but not limited to, expenses that result from moving or for any other losses.

**Tenancy:** The Guest acknowledges that this is NOT a tenancy for the Property. The Property is not rented for more than 30 days and is taxed and treated as a transient occupancy, akin to hotel accommodations. Property laws do not apply to the license granted herein, and the Guest may be removed as a trespasser immediately upon termination of this license. The Property is rented on regular short term periods and for a significantly higher rate than a non-vacation rental. Often a Guest is scheduled to begin a vacation in the Property on the same day as the checkout day of another prior Guest. If Guest stays even one additional day, Owner would face significant logistical problems with the next Guest, including possible liability. As such, Guest agrees to vacate immediately on the checkout day at 10:00 a.m. Failure to do so will entitle Owner, in addition to all other remedies available to it, to have Guest ejected by law enforcement as trespasser and to physically remove Guest and all of Guest's possessions from the Property (for which Guest hereby grants permission and consent) and obtain damages and injunctive relief against Guest.

**Indemnification:** Guest agrees to release Owner from and against all liability should anyone be injured upon the premises during the term of occupancy resulting from any cause whatsoever, except in the case of personal injury caused by willful gross negligence on the part of the Owner.

**Governing Law:** The terms and conditions stated herein will be interpreted by and governed under the laws of the State of Colorado and any action arising out of this agreement shall be litigated in the State of Colorado

**Risk of personal injury and property damage:** Guest voluntarily accepts all risk of personal injury and property damage arising

from use of the Unit rented through the Owner(s). Guest hereby agrees that he or she, his or her heirs, personal representatives and assigns will not make a claim against the Unit Owners, its agents or affiliated entities for any bodily injury or property damage arising from use of the unit. Guest agrees that this release includes bodily injury or property damage caused in whole or in part by negligence, active or passive, of the Unit Owner its partners, their employees, agents and contracting parties. This release does not apply to liability for willful injury.

**Attorney's Fees:** In the event of any action or proceeding commenced by any party, the prevailing party in such action or proceeding shall be entitled to recover from the other party all cost and expenses thereof, including actual attorney's fees and cost. If Owner consults legal counsel or a professional collection service for collecting any amounts due to Owner under this Agreement, Guest shall be responsible for all costs of litigation and/or collection in case of such, including actual attorney's fees.

**Entire Agreement:** This Agreement sets forth the entire understanding of the parties and supersedes all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof. No amendment or modification hereto shall be binding unless made in writing and signed by the parties hereto.

**Waiver:** The waiver by either party hereto of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of a subsequent breach of same provision by any party or of the breach of any other term or provisions of this Agreement.

**Headings:** Headings of the paragraphs herein are used solely for convenience and shall not be used for interpretation or construing any word, clause, paragraph or provision of this Agreement.

Thank you for taking the time to review our rental agreement. We look forward to having you as a guest in our home and hope you enjoy your stay.

Sincerely,  
Joy and Tim