



Short-Term Property Rental Agreement

1. **AGREEMENT:** This a rental agreement between you (“Guest”) and the property Owners Drew and Christy Whelchel (“Owners”). All other services beyond the initial reservation are provided and managed by Summit County Mountain Retreats (“SCMR”).
2. **ADDRESS:** Ironwood Unit 2989 – 1457 E Keystone Rd, Dillon, CO 80435 aka (“the property”), (“property”)
3. **OCCUPANCY:** The primary Guest must be at least 24 years of age or the age stated in the advertisement for the property, whichever is greater. The primary Guest must occupy the property during the entire reserved period. If the primary guest does not occupy the property during the entire reservation period, any other guests will be removed from the property and no refund will be issued. Other Guests may be family members and/or friends who are responsible adults or children under the primary Guest’s direct supervision. At no time is there allowed more than the maximum advertised number of sleeping Guests to stay overnight in the property. Exceeding the maximum advertised occupancy is a violation of local law and may result in fine and removal from the property. This rental agreement is only for a residence that is for human occupancy. Guest agrees that they are not renting nor have any expectations of services from Summit County Mountain Retreats or the Owners beyond the living area of the premises. Guest expressly agrees and releases Owners and Summit County Mountain Retreats from any claims related to services and activities in the area which the Guest may have expected, but were otherwise unavailable.
4. **MINIMUM LENGTH OF STAY:** The property has a minimum stay requirement of two or more nights. Some of the booking mechanisms used by the Owners will allow you to make a reservation for less than the minimum requirements stated in the advertisement. You are advised that if you successfully attempt to make a reservation for less than the minimum stay requirement your reservation may be canceled or you will be asked to extend your stay to the minimum length allowed. If your reservation is canceled, you will be provided a full refund.
5. **VERIFY RESERVATION INFORMATION:** It is your responsibility to verify that all aspects of your reservation are correct. This includes the size of the unit, the location of the unit, the features of the unit, the dates in which you are staying and who is staying in the unit. Summit County Mountain Retreats sends out several correspondences to confirm and reconfirm your information. You have the duty to verify this information via email by responding to the correspondences sent to you. Failure to verify this information within three (3) days or after we have attempted to reach you three (3) times may result in the cancellation of your stay. Neither Summit County Mountain Retreats nor the Owners will be responsible for any ancillary costs associated with any such cancellation or inconvenience.
6. **PAYMENT:** Guest agrees to pay the Owners the reservation total immediately upon reservation. Failure to timely pay the reservation total could result in the loss of the reservation and forfeiture of all amounts paid. All fees and expenses for which Guest is responsible under this agreement are **EXPLICITLY** authorized by the Guest to be charged to the Guest’s credit card. If you are booking through a third-party site like Airbnb or VRBO, their payment policy may be different.
7. **CHECK-IN/CHECK-OUT:** Regular check-in and check-out times are 4:30 p.m. and 10:00 a.m. respectively. High volume turnover days may cause check-in times to be delayed. If this occurs, you agree to a refund of no more than \$25 per hour for the loss of rental time. If you would like to request an early check-in or late check-out you must call the SCMR main office (**970-368-4800**) - *no more* than 24 hours in advance. Early check-ins and late check-outs are only available if another Guest is not checking in or out of the unit on the same day. For an early check-in, you may check in at 1 p.m. for a fee of \$25.00, or you may check in at 10 a.m. for a fee of \$35.00. For a late check-out you may check out at 1 p.m. for a fee of \$25.00, or you may check out at 6 p.m. for a fee of \$35.00.
8. **PARKING:** Garage parking is provided for one vehicle. Parking permits must be prominently displayed on the dashboard of your vehicle if not parked in the garage. SCMR is not able to issue more than one parking permit per property rented. Please be advised that resort security will boot or tow vehicles without proper parking permits or that are improperly parked. Oversized

vehicles, trailers and RV's are prohibited in all areas. The Guest is responsible for all fees, expenses, and fines incurred as a result of parking violations including failure to properly display permits.

HOUSEKEEPING: A check-out cleaning fee is included in your total payment which is paid in advance, and this cleaning fee will provide for two hours of normal cleaning after you check out. Extra heavy cleanings will incur an additional charge. Light cleans and Mid-stay Cleans are optional services that will incur an extra fee and must be scheduled at least 24 hours in advance (note: during the high season these services may not be available).

9. **WHAT IS PROVIDED:** Guests are entitled to the quiet enjoyment of the unit being rented during the rental period from check-in time to check-out time. This property is fully furnished with the normal appliances and utensils necessary for daily living. It also includes bedspreads, linens, blankets, pillows, and towels. All items must be left in the property. An initial supply of bar soap, shampoo, conditioner, lotion, toilet tissue, facial tissue, paper towels, coffee, dishwashing soap and trash bags are provided. If you are staying for an extended time (typically more than 3 days), you will likely need to purchase additional supplies from a local store. Food products are NOT provided by Summit County Mountain Retreats. This includes spices, sugar, flour, bottled water, drink products and any other food additive. This policy is for your safety. If you find food products in the kitchen, you agree to use them at your own risk. If you feel the kitchen is lacking any items such as dishes, glasses, silverware or other customary items in a stocked kitchen, please advise SCMR immediately at **970-368-4800**. SCMR will gladly bring out replacements.
10. **DAMAGE/MISSING ITEMS:** Please inspect the property when you arrive and immediately inform Summit County Mountain Retreats of any deficiencies in the unit. Guest accepts responsibility for all occupants and accepts liability for any missing items or damages caused to the property including excessive cleaning fees. It is your duty to inform Summit County Mountain Retreats of any broken or damaged items at the beginning of your stay via our maintenance email at fixit@scmountainretreats.com. Failure to do so may result in charges to you for missing items, damaged items, extra cleaning fees or other items not disclosed in writing to Summit County Mountain Retreats at the beginning of your stay. **ON FILE CREDIT CARD INFORMATION IS REQUIRED WITH A MINIMUM \$500 SECURITY DEPOSIT.** Security deposit is refunded per the policy of the booking company you scheduled your reservation with.
11. **INSPECTION:** The property may be inspected, household items counted and checked for damage. Some properties contain embroidered robes and all properties contain personal items of the owner. If you choose to keep a robe as a souvenir, as a courtesy we will bill your credit card \$125 per robe. If items belonging to the owner are broken or missing, the replacement cost of these items, plus a procurement fee, will be charged to your credit card.
12. **HIGH ALPINE CONDITIONS:** The property you are renting is over 9000 feet above sea level. Special care **MUST** be taken to ensure the security of the unit. During the winter, temperatures can fall below negative 40 degrees Fahrenheit, with winds of 45+ miles per hour. Any door or window not properly secured may create a pipe freeze and result in a flood of the property and the entire building. Please maintain the integrity of the temperature of the property during your stay and upon departure. During the warmer season, there are light to very heavy rain showers almost daily often accompanied by windy conditions. Accordingly, please do not leave windows or doors open while away from the property. We may terminate your stay and keep all rents as earned income if these conditions are not maintained.
13. **KEYS/KEYCARDS:** This managed property uses an electronic keypad with codes. You will have access to the specific information for your vacation rental soon after booking.
LOCKOUT: Guests locked out of a building must call Summit County Mountain Retreats at **970-368-4800** to obtain lockout instructions.
14. **CANCELLATIONS:** If a guest cancels: *Guest receives a refund, minus credit card processing fees, if cancellation occurs more than 30 days before arrival; No refunds within 30 days of arrival.* Cancellation policies may vary subject to specific advertising channels. If you do not respond to communication attempts within 48 hours after a booking is made by you, then Owners may cancel your reservation without any obligation or penalty to Owners.
15. **TRAVEL INSURANCE:** By signing this agreement you acknowledge that all amounts paid are non-refundable per the cancellation policy. You acknowledge it is your sole responsibility to purchase travel insurance if available. Travel insurance is highly recommended.
16. **REFUNDS:** Refunds may only be granted for situations that are within the direct control of Summit County Mountain Retreats or the Owner. See booking website for refund details.
17. **DOUBLE BOOKING:** Due to the fact that some advertising platforms do not upload to the Summit County Mountain Retreats reservation system in real-time, in rare instances it is possible that a double booking will occur. If this happens you agree that we may cancel your reservation and provide a full refund.
18. **RESCHEDULING:** All reservation changes are at the discretion of the Owners. Reservations may be changed, rescheduled or canceled.
19. **MAINTENANCE SERVICE:** If a problem arises in the property during your stay, maintenance services are available 24 hours a day, 7 days a week, 365 days per year. During regular business hours, maintenance calls to SCMR will be addressed in the order they are received. After hours calls may be delayed. If an after-hours maintenance call is not an emergency, SCMR may postpone the repair until the following day. For the purposes of this agreement, an emergency is

defined as an issue that makes the property unsafe for human life, or may cause imminent damage to the property. In the event it is found that a required maintenance item or repair is a result of abuse, misuse, negligence, or otherwise caused by the Guest, the Guest will be responsible for all costs to affect the repair.

20. AIR CONDITIONING: The vast majority of properties that Summit County Mountain Retreats offers for rental **do not** have air conditioners that cool the air. This is largely unnecessary as temperatures rarely get above 80 degrees in the summer. You understand and agree that no discount or refund will be provided on the basis of complaints associated with the cooling of the property you rent.
21. HEATING: During the winter months temperatures can drop below negative 40 degrees Fahrenheit. It is critical that buildings are properly heated in order to avoid the freezing of water pipes. For this reason, many buildings are intentionally overheated in the hallways and common areas. This heat sometimes flows into individual units and causes individual units to become uncomfortable. The normal and recommended remedy for this issue is for you to slightly open windows or doors to control the temperature. You understand and agree that no discount or refund will be provided on the basis of complaints associated with the heating of the property you rent, unless there is an actual defect in the heating system which causes significant problems during your stay.
22. PROHIBITED USES: Smoking and/or pets are not allowed in the property, including decks balconies and the surrounding grounds. There is a MINIMUM \$300 penalty if there is evidence of smoking or pets. This penalty will be added to any and all other charges. Smoking of marijuana inside the property is specifically prohibited. Medical marijuana prescriptions do not negate anything in this agreement. Furthermore, all forms of illegal substances are prohibited. Management, at its sole discretion, may require Guests to cease any activity that management deems a nuisance, hazard or non-advertised use.
23. RIGHT OF ENTRY: We reserve the right to enter the property for all legitimate management, maintenance, inspections and in case of emergency.
24. SKI/SNOWBOARD STORAGE: All ski/snowboards should be stored in the garage when not in use. Please do not take your skis or snowboard into the unit.
25. QUIET HOURS/PROPERTY RULES/BREACH: Quiet hours start at 10:00 p.m. (resort policy). If you have an emergency that pertains to a building disturbance or human safety, please call the Summit County Sheriff's Office at 970-453-2232. The townhome association of which the property is a part, has rules and regulations concerning Ownership, occupancy and use of the property. Guests will obey all such rules and regulations.
26. HOT TUBS: This property has a private hot tub. The hot tub is serviced prior to each Guest's stay and sometimes during the stay. You are required to exercise reasonable care, which includes, but is not limited to the following: a) replace hot tub cover after use; b) avoid splashing water out of the hot tub; c) replace any floating devices after use; d) report any malfunctions or water quality issues immediately to 970-368-4800 or use the Guest Information Portal; e) keep the hot tub water clean from debris and foreign materials (especially glass or food items); f) wash off before entering the hot tub. You understand and agree that if upon departure, the water in the hot tub must be drained and refilled due to abuse or misuse you will be charged \$100 for this service. Also, any damage to the hot tub will be billed to you for the cost of all repairs. You agree that all fees are authorized and collectable via the credit card you leave on file with the Owner or booking agency.
27. PETS/EMOTIONAL SUPPORT ANIMALS: There is no legal distinction between pets and emotional support animals. This property managed by Summit County Mountain Retreats does not allow pets or emotional support animals. Animal registration cards, certificates, statements from doctors or mental health professionals do not change the status of this type of animal. All animals that are in this category are expressly prohibited. If you bring an unauthorized animal, you agree to a minimum fine of \$300, plus the cost of extra cleaning and animal dander mitigation. You also agree that violations of this section may result in your immediate removal from the property without refund. SCMR may, at any time, inspect any property. If an unattended or unauthorized animal is observed in a property or any animal exhibits disturbing behavior to others, Summit County Animal Control may be contacted and the animal may be removed to the Summit County Animal Shelter. All costs associated with removing and sheltering the animal will be the sole responsibility of the animal owner. All animal Owners accept full responsibility for the actions of their animal, including any and all damages done to the property in which the Guest is staying. Guest agrees to immediately pay for any and all damage caused by an animal.
28. SERVICE ANIMALS: The ADA defines a "service animal" as a dog that is individually trained to do work or perform tasks for people with disabilities. The ADA defines a "disability" as a physical or mental impairment that substantially limits one or more major life activities. The ADA defines "major life activities" as "walking, seeing, sitting, hearing, speaking, breathing, learning, lifting, performing manual tasks, taking care of oneself". If you intend to bring an animal to the property that meets these strict definitions, then you must inform the Owners at the time of booking. **This property managed, by Summit County Mountain Retreats, is a private residence and is exempt from ADA requirements.**
29. DISCLAIMER OF WARRANTIES/LIMITATION OF REMEDIES AND LIABILITY
 1. (a) **DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE FULL EXTENT PERMITTED BY LAW, NEITHER SUMMIT COUNTY MOUNTAIN RETREATS NOR OWNER HAS MADE OR WILL BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO**

THE MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

2. **(b) Damage Exclusion and Limitation of Remedies.** Summit County Mountain Retreats and Owner do not assume and are not liable for (i) loss or damage to personal property, or injury to any persons; (ii) any inconvenience arising from any temporary defect or stoppage in supply of water, water leaks, gas, electricity, heat, plumbing services, or any technology; or (iii) any loss or damage caused by weather conditions, road closures, flight delay or cancellation, lack of snow, natural disasters, acts of God, epidemic, pandemic, forest fire, closure of amenities, closure of restaurants, closure of any resort, government closure, health department orders, quarantines, governmental states of emergency, or any other reason beyond their control. Refunds will not be issued for any of the aforementioned items. In any event you agree that the maximum liability that Summit County Mountain Retreats or the Owner will have to you for any circumstances is the prorated amount of what you paid for lost rental nights.
3. **(c) LIMITATION OF LIABILITY. GUEST AGREES THAT ITS EXCLUSIVE REMEDIES AND SUMMIT COUNTY MOUNTAIN RETREATS AND OWNER'S ENTIRE LIABILITY WITH RESPECT TO THIS AGREEMENT AND THE PROPERTY ARE AS SET FORTH IN THIS AGREEMENT. GUEST FURTHER AGREES THAT SUMMIT COUNTY MOUNTAIN RETREATS AND OWNER WILL NOT BE LIABLE TO GUEST FOR ANY DAMAGES, INCLUDING ANY MENTAL ANGUISH, LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF GUESTS USE OR INABILITY TO USE THE PROPERTY OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.**

30. INDEMNITY AND HOLD HARMLESS

1. **(a) Indemnity.** Except to the extent caused by Summit County Mountain Retreats' or Owner's sole negligence, gross negligence or willful misconduct, Guest will **indemnify, defend and hold harmless** Summit County Mountain Retreat and Owner from and against any and all claims, damages, losses, liabilities, lawsuits, costs and expenses (**including claims and damages based on the indemnitee's contributory ordinary negligence** and attorneys' fees and expenses), arising out of or related to (i) Guest's use or occupancy of the property; (ii) any activity, work, or other thing done, permitted or suffered by Guest in or about the property, (ii) any breach or default by Guest in the performance of any of its obligations under this agreement, or (iii) any act or neglect of Guest, or any officer, agent, employee, contractor, servant, invitee or Guest of Guest.
2. **(b) Defense Obligation.** If any such action or claim is brought or made against Summit County Mountain Retreat or Owner, then Guest, upon notice from Summit County Mountain Retreat or Owner, will at Guest's expense defend the same through counsel selected by Summit County Mountain Retreat or Owner's insurer, or other counsel acceptable to Summit County Mountain Retreat and Owner. The provisions of this section survive the termination of this agreement.

31. PROPERTY AND EXPERIENCE REPORTS. Guest acknowledges that Summit Mountain Retreats' ability to provide top quality service is, at least in part, dependent on Guests advising Summit Mountain Retreats of negative conditions. Accordingly, **Guest agrees to immediately contact Summit County Mountain Retreats if anything in the property is not up to the highest standards and give Summit County Mountain Retreats the opportunity to correct the condition.** If Guest is still not satisfied, Guest will send a written complaint to Summit County Mountain Retreats at coloradorentals@scmountainretreats.com and booking@keystone2989.com to allow Summit County Mountain Retreats the opportunity to resolve the concerns. Guest agrees that if it fails to follow this procedure, Guest will not make any negative claims or reports concerning the property or Summit County Mountain Retreats to on any Internet or social media websites or forums of any kind.

32. NO VERBAL AGREEMENTS: All prior agreements between the Owners, Summit County Mountain Retreats and the Guest are incorporated in this agreement, which constitutes the entire agreement. It is a final expression of the parties' agreement. Guest represents and warrants to Owners and Summit County Mountain Retreats that there are no oral or written representations on which Guest is relying to enter this agreement that are not contained in the agreement.

33. SEVERABILITY: If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect.

34. VENUE AND JURISDICTION: Any disputes which cannot be resolved by informal discussion will be adjudicated by a proper court located in Summit County, Colorado or Fort Bend County, Texas. You accept these jurisdictions as the only jurisdictions in which any disputes can be adjudicated, and you agree that it is Owners sole discretion to choose the venue.

35. ATTORNEY FEES AND COSTS: If Owners or Summit County Mountain Retreats employs an attorney to enforce its rights under this agreement and is the prevailing party in any litigation or arbitration, then the Guest will pay Owners and /or Summit County Mountain Retreats' reasonable attorney's fees and costs incurred in connection with the dispute or the litigation including, without limitation, costs of debt collectors, expert witnesses, investigation expenses and all other reasonable costs incurred.

36. PROHIBITION AGAINST SUB-RENTING: No person or entity may broker, resell, re-rent, rebrand, repackage, sublease or otherwise rent any Summit County Mountain Retreats managed properties without the express written consent of Summit County Mountain Retreats. Attempts to do so are a violation of law. Any entity attempting any of these activities agrees to forfeit all

monies paid to Summit County Mountain Retreats as liquidated damages. Summit County Mountain Retreats reserves the right to take legal action and you agree that if you violate this section of this agreement you will pay all attorney's fees, administrative fees and all other fees associated with efforts to enforce compliance with this agreement.

Booking ID:

of Nights:

Booking Date:

of Guests:

Check-in Date:

Total Paid:

Check-out Date:

Security Deposit Amt:

Booking Platform:

Security Deposit Hold Date:

Optional Travel Insurance HERE: <https://orez.io/v1/t/cb11566b2a9d442d968ec2b227e79a81>

SIGN AGREEMENT HERE: <https://orez.io/v1//cb11566b2a9d442d968ec2b227e79a81>