

Above the Clouds Rental Agreement

Mountain estate with breathtaking views of the Rocky Mountain range

Property address: 25580 Sunset Lane, Evergreen, CO 80439

Please sign and scan contract, along with a copy of your driver's license, and submit through VRBO

DEPOSIT TO HOLD RESERVATION

One-half (50%) of payment is required to hold your reservation. If your booking is within 90 days of your check-in date, the full amount is due. We must receive a credit card payment at time of reservation for this amount (applied to the total), or a personal check within 72 hours of initial booking. Once payment is received, your dates are officially reserved. If payment is not made within 72 hours, your dates will be released.

The full amount of your stay is due 90 days prior your arrival. You will receive an automated request through VRBO for any remaining balance due at that time. The refundable damage deposit will be reflected on the second/final payment.

GUEST RESPONSIBILITIES

- Guest shall be responsible for all damage, breaking and/or loss to the premises, except normal wear and tear which may result from occupancy. We require a \$1,000 refundable damage deposit which will be returned within two weeks as long as:
 - No damage is done to the home or its contents, beyond normal wear and tear.
 - No linens or household items are missing.
 - No early check-in or late checkout.
 - House has not been smoked in. Smoking in the house will result in forfeiture of deposit.
 - Pets have not been allowed in the house or on the property. Pets in the house will result in forfeiture of deposit.
- Guests agree to indemnify and save Owner and Property Managers harmless from all liability, loss or damage arising from any nuisance or harm made or suffered on the property premises by guests or invitees.
- Guest agrees to indemnify and hold harmless the Owner and Property Managers harmless from:
 - all liability, loss or damage arising from any nuisance or harm made or suffered on the property premises by guests or invitees;
 - theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with guest's use and occupancy of the rental property including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by guest/guest's party.
 - any carelessness, neglect, or improper conduct of any persons entering, occupying or visiting the premises.
- Guest is responsible for items lost or left behind. We will not be liable or responsible for personal items left behind, lost or stolen. If you leave an item after checking out and wish to have it returned, call us as soon as possible and our staff will look for the lost or left behind item(s). We will inform you if the item is found and ask you to pay the shipping cost. A minimum of \$25 will be charged. Guest is still responsible for their lost or left behind items—before shipping, during shipping and after it has shipped back to the guest.
- Guest agrees that repair costs for any damages, or replacement of missing items, may be posted to their credit card, or, if paying by check, will promptly submit the moneys due for full cost of replacement/repair (if greater than the amount of the deposit).

Per the rental agreement you have agreed to comply with the **Guest's responsibilities** including the payment for damages incurred during your stay.

Please sign and date below that you give us the authorization to enforce this agreement.

You will be notified in writing if there are charges and you will have **48 hours** to respond in writing before the charges are processed.

Responsible Party Signature

Date

CANCELLATIONS

- Reservations cancelled 90 days or more prior to your arrival date receive a full refund less a \$200 administrative fee and the VRBO service fee (based on rental amount).
- Cancellations less than 90 days in advance will not receive a refund.
- No credit will be given for shortened stays due to late arrival or early departure for any reason.
- No cancellations due to weather.
- In the event a cancellation is made by Owner/Property Manager for any reason, a full refund will be given within two weeks of notification.

HOUSEKEEPING

When you arrive, the home will be clean and set up with linens and as a courtesy we have included the following list of supplies to accommodate the appropriate amount of guests:

- Bed linens for all beds; we do not provide bedding for the Pack 'n Play
- Towels: bath towels (one per guest), hand towels (one in each bathroom), wash cloths
- Hotel-size shampoo, conditioner, shower gel and lotion; starter sets of: laundry pods, dishwasher tabs, toilet paper and paper towels

No pets allowed - Ever. Guests who bring a pet or pets will be charged a minimum fee of \$1,000 for clean-up, and possibly more based on the amount of clean-up required, and may be asked to leave the property. It's not that we want your money—we just have to be able to tell all of our guests that no animals have been in the house and they will have no associated allergy problems.

Service animals are defined by federal and Colorado law as “a dog that has been individually trained to perform a specific task or service for a person with a disability.” According to Colorado law we will accept service dogs, noting there is a distinction between service dogs, and therapy/companion/emotional support dogs. We are not required to allow therapy, companion or emotional support dogs at the property.

If you or someone in your party has a service dog, you must submit current certification with the contract, along with a photo of the dog, otherwise you will be considered in violation of our no pets policy and subject to full forfeiture of deposit. We fully expect all service dogs to be completely trained and housebroken and we ask that owners properly pick up after them outside. If there are any signs of dog urine or feces in the home, a minimum \$500 carpet cleaning fee will be assessed. If there are other damages or if extra clean-up is required due to the service dog, we will communicate to you in writing and deduct the cost from the deposit.

This is a non-smoking home. You are permitted to smoke outdoors on the deck. Butts are to be disposed of properly and not left anywhere on the property. Any violation of the smoking policy will incur a \$1,000 fine and if additional cleaning is necessary to remove smoke odors from the house and/or linens, costs will be charged to the guest.

The hot tub, sauna and exercise equipment are provided for the enjoyment of adult guests. Keep children away from these areas unless there is constant adult supervision (no unaccompanied minors). Use of these items is at your own risk. The owner(s)/manager(s) are not responsible for any bodily injury as a result of the use of the hot tub, sauna and/or exercise equipment.

We supply games and activities for our guests; however some games have small pieces or parts and are not suitable for young children, i.e. toddlers and infants, who may put things in their mouths. Do not allow young children to play unsupervised with games.

The house is not child proofed, so please take care to protect your infants and children. The exterior of the house has very steep drop-offs and is not safe for unsupervised children.

Telephone service is provided and includes free long distance in the continental US.

If something happens to the point that the house is not habitable, Owner is only responsible to refund any received payment for unused nights. We take great pride in our properties, but guests must realize that things break, and Owner has a team available to address any problems that may occur. No refunds will be available if Owner makes reasonable efforts to correct these problems during the guests stay, and the house is still habitable.

Check-in time is no earlier than 4 pm. There is only a 6 hour window to completely clean and set up this large house for the next guests. Please respect this work schedule and do not arrive early, unless previously approved in writing.

Checkout time is no later than 10 am the day you are scheduled to leave. Late checkout, unless previously approved in writing, will be subject to a \$200 fee for the first half-hour and \$100 for every 15 minutes after that. Late check-out fees will be deducted from the deposit. Our cleaners typically arrive promptly at 10 and because this house is so large, it requires a full day of cleaning in order to prepare for the next guests. Thank you for your understanding.

Initial here: _____

Checkout procedures: Please use this as a checklist prior to checkout:

- All dishes should be washed and put away, or left washing in the dishwasher.
- Take all prepared perishable food with you or throw it away (dry food can be left in the pantry).
- Please wipe down the kitchen countertops.
- If you used the outdoor grill, please clean after use.
- Strip all beds that were used during your stay and place in laundry room. **Please leave pillow shams, comforters and mattress covers on the beds unless they need to be washed for some reason** (we wash these frequently and in rotation).
- Dirty towels, washcloths and bath mats should be placed in separate piles in the laundry rooms.
- Please start one color load of laundry in each washer (no whites).
- Please return all furniture to its original location.
- In the winter turn thermostats to 65 degrees. Do not turn off.
- Make sure that the blower is off on the hot tub and the cover is on.
- Make sure all doors and windows are locked and shut.
- Place all trash in bags and take to the dumpster.
- **Return the keys to the lockbox.**

The \$400 cleaning fee includes sixteen (16) hours of cleaning. **If check-out procedures are not followed and/or if house is left excessively dirty, there will be an additional cleaning fee charge of \$100** which will be deducted from the deposit and will include up to four (4) additional hours of cleaning. Additional hours beyond twenty (20) will be billed at \$25/hour.

ADDITIONAL TERMS

You must be thirty (30) years of age to rent this home and provide proof of age by submitting a copy of your driver's license.

We reserve the right to evict any renters who do not comply with the rules of the house, any renters who create a conflict with our neighbors, or any renters who, at our sole discretion, are causing problems/conflicts and are not wanted on the property.

The home has a maximum occupancy of **twenty-two (22) guests, unless approved in writing by the owner. Renters who exceed the occupancy limit and/or falsify occupancy information are subject to eviction and additional fees.**

We do not allow weddings, rehearsal dinners or other formal gatherings at the property. House parties (having day guests), unless pre-approved in writing *with correct details*, are strictly prohibited and grounds for immediate eviction and additional fees. Day Guests will be charged for at \$25 for each day guest per day, if not pre-approved in writing. Day guests are any guests beyond those paying to spend the night.

We price our home based on a maximum occupancy of twenty-two (22). We treat everyone honestly and expect the same from our guests. If we find intentional abuse, we will charge the additional fees and reserve the right to evict.

Illegal substances are strictly prohibited and grounds for immediate eviction.

There is an abundance of wildlife in the area. Guests are to respect nature and take care to guard themselves/guests as appropriate. There is no hunting, archery, shooting, guns, Mules, Dirt bikes, ATVs or any other similar vehicles, allowed on the property.

If a personal check is returned to us for non-sufficient funds, you will be charged the amount levied by the bank for NSF charges.

Any exceptions to the rules and regulations as written here, must be approved in writing in advance.

Force Majeure. There may be circumstances beyond our control and contemplation, in which the property might not be available for your booking. Examples of these include (but are not limited to) destruction of, or severe damage to the property. In the event of *Force Majeure*, we will refund all unused monies that have already been paid. This will be the full extent of our liability to you in such circumstances, and we will not be responsible for any other costs connected with any such cancellation.

RENTAL SUMMARY

Number of people in party: Maximum of 22

Check-in: (Date), 4 p.m. or later

Check-out: (Date), 10 a.m. or earlier

Rental cost: \$

Whole house cleaning: \$400

Tax on above items: \$

VRBO service fee: \$

Refundable deposit: \$1,000

GRAND TOTAL: \$

Initial here: _____

To secure your reservation, please return this signed agreement and a copy of your driver's license to the VRBO/HomeAway reservation email address.

We will send you a payment request through VRBO/Homeaway. Once contract, driver's license and payment are received, we will block off your dates on the official property calendar.

I HAVE READ AND UNDERSTAND THE RULES AND REGULATIONS. I CERTIFY THAT I AM AT LEAST 30 YEARS OF AGE AND THAT I WILL BE HELD RESPONSIBLE FOR THE CARE OF THIS PROPERTY BEING RENTED UNDER MY NAME. I ACCEPT FULL RESPONSIBILITY FOR DAMAGES OR EXTRA CLEANING CHARGES, SHOULD THEY BE DISCOVERED DURING OR AFTER DEPARTURE.

Date: ____/____/____

Printed name: _____ Signature: _____

Address: _____

Cell phone number where you can be reached while at the property: _____

How many vehicles will you have at the property? _____ Are there any smokers in your party? _____

BEFORE YOU ARRIVE

What you will receive via e-mail the week of your arrival:

- Directions to the house.
- Code for the gate.
- Code for the lockbox for the keys.

IN CASE OF EMERGENCY:

- Call 911 first
- Contact our Property Manager/Booking Agent, Cristine, at 970-219-2402
- Contact our Office Manager, Danielle, at 303-591-5430
- Contact our Head of Maintenance and Technology, Lowell, at 970-396-1507

Noise Level – Above the Clouds is situated in a very laid back community and the people there enjoy the area. Please be respectful of our neighbors and be conscious of how loud your music is playing, or how loud your group is late at night. Noise on the outside deck can carry and we ask that you keep all loud conversations inside. Thank you!