

## **Terms and Conditions of Short Term Lease Agreement**

(You will be required to sign a short term lease agreement which may include more obligations. )

By paying for your reservation, you agree to abide by the following Rental Agreement and Rental Policies for...

**Telemark Lodge  
45 Beeler Place  
Copper Mountain, 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 by phone at 970-368-3020 or by email at [sales@telemarkatcopper.com](mailto:sales@telemarkatcopper.com) with any additional questions or to confirm your reservations. We look forward to your response and having you as our guest.

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

By confirming a reservation at the above mentioned property guest automatically agrees to the rental policies and conditions contained in this agreement.

**Rental Terms:** The terms of the rental that this agreement applies to are provided to guest at the website of [www.telemarkatcopper.com](http://www.telemarkatcopper.com) under the "Terms" page.

**Payment Policies:** A Reservation Deposit of \$100 is required at booking to hold your reservation. Balance payment is due no later than 30 days prior to arrival.

**Cancellation Policy:** If cancelled within 30 days of arrival, your reservation deposit and any nightly rate paid (including taxes and cleaning fee) are fully refundable. After 30 days prior to arrival, your reservation may be refunded if any or all of your stay can be re-rented. If you must leave early from your vacation, there are no refunds available. Guests are highly encouraged to purchase travelers insurance.

**Security deposit:** Guest agrees to be responsible for the care and security of the home during the stay. Guest agrees to pay a \$200 refundable damage deposit to provide Owner and a valid major credit card to serve as a security deposit to remain on file with owner until an inspection of the unit is completed by manager following guests departure. Guest agrees to pay Owner the amount of actual damages to the Property arising from use of the Property, as well as for missing items, excessive clean-up (which includes damage due to smoking of any kind) and, if necessary, the cost incurred in removing Guest from the Property. After the unit has been inspected and no reports of damage or neglect are filed, the credit card information will be destroyed or any security deposit will be refund less any damage fees. Neglect of the security and care of the home may result in additional charges being billed to the credit card on file. Providing invalid or false credit or personal information will be considered as fraud and will be prosecuted accordingly.

**Check-in:** Check-in will be available by 4PM on scheduled day of arrival. Guests will be notified of check-in procedures and key codes to be given access to property within 3days of arrival (sent via email).

**Check out:** Guest must check out of unit by 10AM on scheduled day of departure. Guest must leave all keys in unit upon departure (see Room Keys below). Failure to check out promptly at

10AM or causing the delay of housekeeping to prepare the unit for the next guest may result in additional charges (see Tenancy below). Late check out may be available upon request at least 24 hours prior to scheduled departure. Late checkout is not guaranteed especially if new guests will be arriving the same day as your check-out.

===== 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 and CO2 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, on balconies 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.

**Property Inspections:** All problems, including inadequate cleaning and damage, must be reported by phone to Manager within 4 hours of check in for prior guest to be held responsible. Manager reserves the right to enter premises at any time for the purpose of effecting necessary inspections, repairs or maintenance.

**Smoke and CO2 Detectors:** Guests are reminded to check all smoke and CO2 detectors upon check in and promptly report inoperative smoke detector(s) to Manager.

**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 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. The Guest who made and paid for the reservation MAY NOT sub-rent to any other person or persons. Third party renting is strictly prohibited. If it is determined that this unit has been rented to another party or any minor without staying at the property, the Guest may be charged double for reservation or may forfeit their paid reservation without access to the 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.

**Pets:** No Pets are allowed on the property at any time unless prior arrangements have been made with the property owner. Violation of the "No Pets" stipulation is grounds for immediate removal without refund.

**Parking:** Park vehicles only in garage or driveway of rental Unit, or in other designated areas. Parking on some streets is prohibited and parking on ALL county streets is prohibited. 1 parking pass is provided for your stay.

**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. Onsite laundry facilities are available if you need to freshen linens. A mid stay clean is available upon request from Manager for an additional fee.

**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 garage trash cans or other designated trash receptacle and keep garage doors closed during your stay. Leaving garbage in the hallway is prohibited. Please remove all trash from the unit upon your departure. If you have trouble locating the trash chute please call the manager.

**Use of Amenities:** I agree to follow posted rules for use of property amenities such as hot tubs, laundry facilities, etc. In case of malfunctions, guests are responsible for contacting the manager to report the malfunction. Owner and manager are not responsible for service or repairs of such amenities.

**Smoking Prohibited:** All properties are non-smoking 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 a minimum of \$3000 and all expenses incurred in removing such evidence or odors.

**Room Keys:** Guest will be given keys at check-in upon arrival. Guest agrees to leave all room/building keys in unit upon departure. Lost keys will be subject to additional charges of \$50 per key. **All key codes that allow entry to unit will expire upon your departure at the designated time**, so please be sure to have all of your belongings out at the designated time. If you need a late checkout, please contact us at 970-368-3020 for another key code.

**Furniture and belongings:** I agree not to move furniture, decorations, electronics, kitchen supplies or belongings from their original locations in the unit.

**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.

**Returned Checks:** Guest will pay a \$50.00 returned check fee on each check returned by Guest's bank.

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

**Property Use:** The Property may not be used for any activity in violation of local, state or federal laws, or Colorado Insurance rules and regulations.

**Limitations on Rental:** Manager or 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-ratio or refund in the event of such circumstances is the sole discretion of the Manager or Owner. In the event Manager or Owner is unable to deliver the Property to Guest because of property sale, property Manager or 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 Manager's or 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 Manager or Owner be held liable for any other condition out of the control of the Manager or 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 Manager and 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 Manager or Owner.

**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 or the Manager, its employees, 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 or Manager, its partners, their employees, agents and contracting parties. This release does not apply to liability for willful injury.

**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.

**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.

**Invalid Provisions:** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance hereof. Furthermore, in lieu of such illegal, invalid or

unenforceable provision there shall be added automatically as a part of the Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid or enforceable.

**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.