

## **GUEST'S RENTAL AGREEMENT**

Bristol Mountain Home

515 Grand Estates Dr., Estes Park, CO 80517

### **TERMS OF AGREEMENT:**

All guests agree to abide by this Rental Agreement and House Details Manual while visiting the property, and any additional persons which the Guest permits on the property must also abide by the following rules.

### **TOWN ORDINANCES:**

1. A maximum of 12 guests (affiliated family or group), regardless of age are permitted to stay in this home at any given time.
2. A maximum of 4 vehicles are permitted at any given time in the parking lot of the property. No street parking is permitted.
3. Guests must honor the integrity and quietness of our neighborhood; respecting and not trespassing on the surrounding private property (A specific map with boundaries is posted on the side of the refrigerator). Guests must respect speed signs on Grand Estates Drive.
4. Quiet hour starts at 10 PM and outdoor noise must be kept to a minimum.
5. All exterior lights should be off when all occupants are inside the home.
6. Wedding ceremonies and large parties are not permitted on the property.

### **ARRIVAL and DEPARTURE:**

7. Check-in: 4 pm Check-out 10 am. Upon arrival, Guests should allow 20 minutes for a walkthrough and discussion of House Details Manual with the Owner/Manager. Before departure, Guests are required to complete a "Check-Out List". A copy is included in the House Details Manual.

8. If Guests are planning a small gathering of friends, family, co-workers to visit while staying at BMH, plans must be communicated to the Owner.

9. The Owner has the right to inspect the premises without prior notice at any time to enforce the terms of this agreement. Should the Guests violate any of the terms of this agreement, the rental shall be terminated immediately. The Guests shall vacate the premises at the expiration time and date of this agreement. The Guests waive all rights to process if they fail to vacate the premises upon termination of the rental period.

10. The Owner/Manager will care for the Guest's trash, recycles, compost, plus additional lawn/plant, pond care and any immediate maintenance needs.

11. No animals or pets of any kind will be brought onto the premises.

12. Owner will provide towels, linens, toilet paper, soap, kitchen wares and other consumables. Towels and linens are not to be taken from the home. If consumables exist at the premises on Guests arrival, they are free to be used.

13. The Guest's damage insurance, will be used to cover damages incurred during the Guests' stay.

### **SAFETY:**

14. There shall be no open flames, no smoking on the premises inside or outside the buildings. No candles are permitted inside or outside the premises. Campfires are prohibited on premises. See #16 for exception.

15. Guests agree that Fireworks and other hazardous materials shall not be used in or around the property.

16. The property contains 3 indoor natural gas fireplaces and 1 exterior propane fire pit. Guests will seek help from Owner if a problem arises and follow safety precautions in "House Details Manual" regarding the fire pit.

17. Guests are advised there is a natural gas stove and an exterior natural gas grill. If problems arise or further instructions are needed, Guests will seek help from Owner.

18. The property has a fire extinguisher installed in the kitchen area, under the sink. The fire extinguisher was fully charged at last inspection. It is the duty of the Guests to inform Management immediately should the fire extinguisher become less than fully charged. Guests agrees to use the fire extinguisher only for true emergencies.

19. Property has fire alarms installed and they are believed to function properly at the time of rental. Guests will notify management without delay if a fire alarm gives a warning signal for a low battery.

20. The ponds are for visually aesthetic enjoyment. They are not for recreational use: no swimming, wading or playing in the ponds is permitted.

21. Guests shall see to their own security while in the property by locking doors, windows, garage doors, etc. By securing the property you will also prevent wildlife from entering the home.

22. Guests are advised there is a carbon monoxide detector on the property.

23. The Guests and any other invited persons entering the property shall hereby indemnify and hold harmless the Owner against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Guests expressly recognize that any insurance for property damage or loss which the Owner may maintain on the property does not cover the personal property of Guests, and that Guests should purchase their own insurance if such coverage is desired.

**MISCELLANEOUS:**

- 24. Guests shall not sublet the property. Guests expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Guests do not intend to make the property a residence or household.
- 25. Guests shall use the property for legal purposes only. Illegal drug use, abuse of any person, harboring fugitives, etc. are prohibited and shall cause termination of this agreement with no refunds. Only legally owned and permitted firearms shall be allowed on the premises according to Federal, State and local laws.
- 26. Guests agree not to access the Owner’s garages and shed, even if unlocked, which contains cleaning supplies and chemicals that could be hazardous to children and adults. Guests agree to respect doors locked or labeled by Owner.
- 27. If the Guest does not vacate the property by 10 am on the last day of their reservation, they will be liable for an additional night stay and re-keying of the property.
- 28. Guests agree to pay all reasonable costs, attorney’s fees and expenses that shall be made or incurred by Landlord enforcing this agreement.

**CANCELLATION REFUND POLICY:**

29. 60 days 100% refund; 30 days 50% refund. This does not include rental company’s fees. Cancellations must be made by 12:00 PM (Central Standard Time) on the appropriate day.

**NO REFUNDS FOR THE FOLLOWING:**

- 30. If Guests experience an outage that is beyond our control, no refunds or compensation will be given for the outage.
- 31. There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions or ruined expectations due to work and family emergencies or other commitments. Guests are encouraged to purchase Trip Insurance to cover such emergencies.
- 32. High speed wireless internet is provided as a convenience only and is not integral to the agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service.
- 33. Redevelopment and new construction throughout the town of Estes Park is in progress since the 2013 flood. Guests must respect the designated areas and equipment.

Guests agree to abide by the above conditions and hereby swear that the information provided above is true. If Guests violate any of the above requests, they agree to cancel the remainder of stay without refund.

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Name

Date