

Vacation Property Rental Agreement

1. Tenant

RENTERFULLNAME
RENTERADDRESS1

DATE

2. Rental Property

Property: PROPERTYNAME1
Unit Address: PROPDIRECTIONS
Check-in: CHECKIN 3PM
Check-out: CHECKOUT 10AM

Total Cost: \$ TOTALCOST
Total Paid: \$ TOTALPAID
Balance: \$ BALANCE

3. Dear RENTERFULLNAME1:

Thank you for your payment. To complete the reservation process please return a signed copy of this agreement to the address, fax number, or email address below:

Ponderosa Realty & Management, Inc.
1751 North Lake Ave. Suite 104
Estes Park, CO 80517

Fax: 970-577-1299
Email: ponderosarealty@att.net

4. Check-in

Upon your arrival in Estes Park, please check in at our office prior to 4PM to pick up keys and a map to the Rental Property. If you expect to arrive after 4PM or are checking in on Sunday, please call ahead to make special arrangements to pick up the key. Check-in time is 3PM. At Check-In Time, the tenant will be issued keys for the Rental Property. Tenant is responsible for the cost of replacement and for the costs of re-keying and/or replacement of locks in the event that any keys are lost, misplaced or not returned. **No refunds will be issued for late check-ins.** For a map to our office please use the following link: www.ponderosainc.com/map.html

5. Rent

The Tenant shall pay Ponderosa Realty & Management the total rent of, \$ TOTALCOST1 , which includes cleaning, taxes, and credit card fees (if applicable). Plus a security deposit of \$500.00, which will be refunded providing no damage is done to the Rental Property or its contents, and the Rental Property is in a reasonable state of cleanness at Check-Out Time. **Credit Card information may be provided for the security deposit and the credit card will not be charged unless there is damage.**

Rent will be paid as follows: One-half of the total amount at time of reservation and the balance will be paid in full 60 days prior to the Check-In date. It is the Tenant's responsibility to review the confirmation for accuracy of dates, mailing address, and accommodation, and to notify Ponderosa Realty of any errors with in 3 days of receipt.

6. Bath & Kitchen Supplies

Linens and towels are provided. Bed linens and bath towels will not be changed during the Rental Period. Ponderosa Realty will provide 1 bar of soap per bathroom, 1 roll of toilet tissue per bathroom, and an initial supply of trash bags. Tenant must provide any additional items at Tenant's sole expense.

7. Cancellation

In the event that the Tenant cancels the reservation for any reason, a 5% cancellation fee will be charged, if the monies were paid by credit card. If the cancellation occurs less then sixty (60) days before Check-In Date, all monies paid by Tenant will be forfeited if the Rental Property is not re-rented by the Check-In Date. Ponderosa Realty will make all reasonable efforts to re-rent the Rental Property by the Check-In Date.

8. Terms & Conditions

It is understood and agreed between all parties that the Tenant of the Rental Property will abide by the following terms and conditions and that any breach thereof will, at Ponderosa Realty's option, give Ponderosa Realty the right to declare this Rental Agreement null and void, and said term ended, and Ponderosa Realty shall have the right to re-enter the Rental Property and remove or have removed all persons there from, and in such event, Tenant agrees to forfeit all payments made on account of this Rental Agreement and all remedies and rights they may possess hereunder:

- (a) Noise: the Tenant shall not make or permit any excessive, disturbing or annoying noise in or on the grounds of the Rental Property by himself, his family, agents, servants or visitors, nor permit such persons to do anything that will interfere with the rights, comforts or conveniences of neighbors or other persons in the surrounding area. No noise is permitted after 9:00 PM
- (b) Consumption of Alcohol: There shall not be any consumption of alcoholic beverages in or on the grounds of the Rental Property by any person less than twenty-one (21) years of age.
- (c) Smoking: NO SMOKING is allowed in the Rental Property. Smoking in the Rental Property will result in the forfeiture of your deposit and termination of Rental Agreement. You will be asked to leave the accommodation immediately. All funds will be forfeited.
- (d) Fire: No Outdoor Fires are permitted.
- (e) Illegal Drugs: There shall be no use of any illegal drugs by any Tenants, occupants or visitors in or on the grounds of the Rental Property.
- (f) Pets: **There are NO PETS allowed in any of our accommodations. Unauthorized pets will result in forfeiture of your deposit and termination of rental agreement. You will be asked to leave the accommodation immediately. All funds will be forfeited.**
- (g) Complaints: Any complaints to the Police Department concerning the behavior of the Tenant, Tenant's family, other occupants, guests or visitors while occupying the Rental Property shall, at Ponderosa Realty's sole option, result in immediate termination of this Rental Agreement.
- (h) Rights of Access: Owner or the Owner's Agent shall have the right but not the obligation, to enter into the Rental Property and upon the premises, at all reasonable hours, to investigate disturbances, check for damage, to make such repairs, alterations or improvements thereto as Owner or Owner's Agent may deem appropriate, but the Owners or Owner's Agent agrees not to exercise this right in such a way as to unreasonably interfere with the quiet enjoyment of the Tenant.
- (i) Parking: Tenant is responsible for ensuring that all occupants and guests park their vehicles in such areas and in such a manner as to comply with municipal by-laws and to avoid causing a hazard or impediment to passing traffic or pedestrians. The maximum number of vehicles allowed to park overnight is 3 vehicles.
- (j) Garbage: All garbage must be bagged before being placed in the garbage cans due to Larimer County Rules. The Waste Management Company will not take the garbage if it is not bagged. If garbage is not bagged there will be a \$75.00 charge.
- (k) Damage To Rental Property and Contents: The Tenant(s), all occupants and guests of the Rental Property shall be responsible and liable for all damages caused during their occupancy. Costs of repairs and/or replacement shall be deductible from the security deposit, and any additional costs above and beyond the security deposit including attorney's fees, are the responsibility of the Tenant(s).
- (l) Tenant's Personal Property: The Tenant will remove all personal property belonging to the Tenant or other occupants at the end of the Rental Period. Any property that is left on the premises becomes the property of Ponderosa Realty and may be thrown out. Any expenses incurred for the removal of the Tenant's property will be deducted from the security deposit.
- (m) Indemnification: Tenant agrees to Indemnify and save harmless the Owner and Ponderosa Realty and Management, Inc. from any liabilities, damages, costs or expenses whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Tenant'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 Tenant. The term "Owner" as used in this Agreement shall include Owner's heirs, successors in interest, assigns, employees, managers, and representatives where the context requires or permits. The terms "Tenant", "You", and "Your" as used in this Agreement shall include Tenant's heirs, successors, assigns, guests, invitees, representatives and other persons on the Rental Property during Tenant's occupancy (without regard to whether such

persons have authority under this Agreement to be upon the Rental Property), where the context requires or permits.

1. **TENANTS ARE CAUTIONED THAT MOUNTAIN PROPERTIES HAVE UNIQUE HAZARDS. THESE HAZARDS INCLUDE BUT ARE NOT LIMITED TO RIVERS, STEEP DROP OFFS, WILDLIFE, HOT TUBS, & BBQ GRILLS. THE TENANT SHOULD TAKE CARE THAT ALL OF THESE FACILITIES BE USED PROPERLY AND WITH PROPER SUPERVISION. ALL FIRE RESTRICTIONS ISSUED BY LOCAL AUTHORITIES MUST BE OBERVED BY THE TENANT AND THEY WILL BE LIABLE FOR ANY BREACHES AND WILL HOLD OWNERS HARMLESS FOR ANY INJRIES TO PERSONS OR DAMAGE TO PROPERTY OR CLAIMS OF OTHERS FOR IMPROPER USE OF FACILITIES OR VIOLATIONS OF LOCAL, STATE OR FEERAL LAWS OR REGULATIONS.**

9. Breach

Owner and Tenant agree that every condition, Covenant and provision of this lease is material. A breach of any condition, covenant, or provision of this lease by Tenant will constitute a material breach. For any material reach by Tenant, Ponderosa Realty may provide Tenant with a written one (1) day notice that describes the breach and demands that Tenant cure the default. If Tenant does not cure the default within the one (1) day, or if a cure is not possible, this Lease will be terminated. In the event of breach by Tenant, Ponderosa Realty reserves all rights and remedies conferred under the laws of the State of Colorado, including the right to terminate the lease, the right to immediate possession of the premises, and the right to all damages. Additionally, the parties agree that the following provisions apply to a breach of this lease by Tenant: If Tenant breaches this lease and abandons the property before the end of the term, or if Ponderosa Realty terminates Tenant's right to possession because of Tenant's breach of this lease, Ponderosa Realty may recover from Tenant:

- (a) The worth at the time of award of the unpaid Rent that had been earned at the time of termination;
- (b) The worth at the time of the award of the amount by which the unpaid Rent that would have been earned after termination until the time of award exceeds the amount of the rental loss that that Tenant proves could have been reasonably avoided;
- (c) The worth at the time of award of the amount by which the unpaid Rent for the balance of the Rental Period after the time of award exceeds the amount of the rental loss for the period that Tenant proves could be reasonable avoided; and
- (d) Any other amount necessary to compensate Owner for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations under this lease, or that in the ordinary course of things would be likely to result from that failure.

10. Check-out

At Check-out Time, the Tenant shall give over possession of the Rental Property to Ponderosa Realty in a reasonable state of cleanliness, order and repair as it was when the Tenant took possession at Check-In time. Tenant shall ensure that all of the following items are taken care of:

- (a) Appliances and work surfaces in the kitchen must be clean;
- (b) Dishes, pots and pans and utensils must be clean and put away or in the dishwasher, if dishwasher has dishes, the tenants will start the dishwasher so that the dishes are washed by the time the cleaners have finished cleaning;
- (c) The furnishings and grounds shall also be left in the same state they were in at Check-In Time; **(all furniture must be left in its original location or there will be a \$75.00 fee charged for having to move the furniture back to its original location.)**
- (d) All keys shall be returned to Ponderosa Realty at 1751 N. Lake Ave suite 104 Estes Park CO 80517. Tenant must ensure that all doors and windows are properly secured and locked. A \$30.00

fee will be charged for each key not returned. The heat must be left at 55 degrees (not greater than 55 degrees). All lights must be turned off. **ALL WINDOWS AND DOORS MUST BE SHUT AND LOCKED;**

- (e) All occupants must vacate the Rental Property by the Check-out time. A late Check-out fee of \$75.00 per hour (or portion of each hour) will be charged for all late check-outs. There are no refunds for early Check-Out.

In the event that the Tenant fails to comply with this Section, Ponderosa Realty may at his option, complete the work, clean or repair and deduct the cost from the security deposit held by Ponderosa Realty. Nothing in this lease shall in any way prevent Ponderosa Realty's right to recover any sum due in excess of the security deposit.

11. Acts of God

Ponderosa Realty shall not be liable for events beyond Ponderosa Realty's control which may interfere with Tenant's occupancy of the Rental Property, including but not limited to acts of God, acts of governmental agencies, fire, lightning strikes, war, inclement weather or noise from nearby construction site

12. Assignment, Subletting, Amendments

This Agreement can only be changed by an agreement in writing by both the Tenant and the Ponderosa Realty. The Tenant may not assign this Rent Agreement or sublet the Rental Property under any circumstances.

13. Entire Agreement

This document, including any attachments incorporated by reference herein, constitutes the entire and sole agreement between Owner's Agent and Tenant with respect to the subject matter hereof, and correctly sets further the obligations of Owner's Agent and Tenant to each other as of the date hereof. Any agreements or representations by Owner's Agent to Tenant with respect to the subject matter of this agreement not expressly set forth herein are null and void.

14. Attorney's Fees

In the event that it is necessary to retain an attorney to enforce the terms of the Lease, the prevailing party shall be entitled to reasonable attorney's fee and court costs required to do so. All legal proceedings must take place in Larimer County, Colorado.

15. Tenant Acknowledgement

Tenant acknowledges that **Ponderosa Realty & Management, Inc.** is the agent and manager for the Owner.

DATE1 _____
Date


Ponderosa Realty Representative

Date

Tenant

Date

Tenant

PONDEROSA REALTY
COMPANYADDRESS
COMPANYCITY, COMPANYSTATE COMPANYZIP
800-324-4149
970-586-6500
ponderosarealty@att.net