

Short Term Rental Agreement: 1011 Sutton Lane Estes Park Co 80517

This is a legal instrument. If not understood: legal, tax, or other counsel should be consulted before signing.

This Agreement establishes a fixed-term Lease. By signing this Agreement, the Tenant(s) accepts the terms of this Rental Agreement.

The following terms and conditions are acknowledged and accepted by the Lessor and the Tenant(s):

Lessor

1. The lessor is Aspen Acres in Estes Park LLC and the leasing agent is Mary Doty.

TENANT

2. Tenant refers to the tenant as the person making the reservation and signing the agreement.

PROPERTY LEASED OR RENTED

3. The "leased property" consists of:

A house located at: 1011 Sutton Lane Estes Park, Colorado 80517

TERM

4. This Agreement establishes:

A rental agreement with a fixed term that is stated on the accepted reservation.

RENT

5. The Tenant agrees to pay rent as stated on the reservation form

COVENANTS OF PERFORMANCE BY THE TENANT

6. In addition to paying rent, The Tenant agrees:

- a. to use the rented property strictly for residential purposes.
- b. to keep the rented property clean and not to cause the physical condition of the leased property to deteriorate.
- c. not to assign the lease or sublet the rented property without first obtaining the written consent of the Owner.
- d. to protect the rented property from theft or weather damage by closing and locking doors and windows when absent.
- e. to do, or refrain from doing, such other acts as are specified in paragraph 7 below.

PROHIBITIONS

7. Neither the Tenant nor the Tenant's guests shall:

- a. permit on the premises any act that would injure the Landlord's reputation or interfere with the rights or the quiet enjoyment of other persons;
- b. to use the rented property in violation of any law or city ordinance and to refrain from activities, excessive parties, loud music, and/or noise;

DAMAGE:

8. The Tenant shall be responsible for any damage caused to the property during their stay, including any missing items. Many items are provided for the Tenant's enjoyment during their stay and all items in the cabin may be used during your stay but they are intended to stay with the cabin.

INSURANCE

9. Owner/agent's insurance does not cover resident's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If resident desires to insure their personal possessions or to insure against resident's personal liability, please check with your insurance carrier to make sure you are protected.

NUMBERS OF TENANTS ALLOWED

10. The maximum number of Tenants who can occupy the leased property is 8 persons. By city ordinance, no more than 5 cars may be parked on the property.

ABANDONED PROPERTY

11. Personal property of any kind left in or about the residence after the Tenant has moved away shall be deemed abandoned, and the Agent may retain the same or dispose of it in any manner the Agent desires. Please contact us immediately if you think you left any personal items behind. If items are found while cleaning between tenants every effort will be made to find the owner before items are disposed of.

DISCLOSURES

12. Tenants are aware that Mary Doty is a licensed Realtor in the state of Colorado. Tenants are also notified that there are Carbon Monoxide detectors within 15 feet of any sleeping area and that since the home was built before 1978, there may be lead based paint present. Also know that every effort has been made to make sure everything is in safe working condition.

INDEMNIFICATION

13. Agent and/or Owners shall not be liable and Tenant hereby waives all claims against Agent and/or Owner for any damage to any property or any injury to any person in or about the Premises by or from any cause whatsoever, except to the extent caused by or arising from the gross negligence or willful misconduct of Agent and/or Owner or their agents, employees or contractors. Tenant shall protect, indemnify and hold the landlord harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of (a) any damage to any property or any injury to any person occurring in, on or about the Premises to the extent that such injury or damage shall be caused by or arise from any actual or alleged act, neglect, fault, or omission by or

of tenant, its agents, servants, employees, invitees, or visitors to meet any standards imposed by any duty with respect to the injury or damage; (b) tenant's failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Premises or its occupancy; or (c) any breach or default on the part of tenant in the performance of any covenant or agreement on the part of the tenant to be performed pursuant to this Lease. The provisions of this Article shall survive the termination of this Lease with respect to any claims or liability accruing prior to such termination.

CHECK IN and CHECK OUT

14. Check in can be any time after **4 PM.** on day of arrival. Arrangements will be made as to where you will find the keys when you arrive.

Check out is **10 AM** unless other arrangements have been made. Please deposit all used linens and towels in basket in laundry room and make sure all dishes and utensils used during your stay are washed and put away. Keys can be left on the dining table and the door locked as you leave.

Tenant signature

Date signed