

VACATION RENTAL AGREEMENT (COLORADO – SHORT-TERM RENTAL)

This Vacation Rental Agreement ("Agreement") is entered into by and between **700 Snowberry Lane Unit 103 LLC** ("Owner") and the undersigned renter ("Guest") as of the date of signature.

IMPORTANT NOTICE: This Agreement creates a **revocable license to occupy** the Property for a short-term stay and **does not create a lease, tenancy, or any landlord-tenant relationship** under Colorado law.

By booking, occupying, or signing, Guest agrees to be legally bound by this Agreement.

1. PROPERTY

Address: 700 Snowberry Lane Unit 103, Breckenridge, CO 80424

Type: 2-bedroom, 2-bath condominium

All furnishings and amenities are provided **"AS IS" and "AS AVAILABLE"**, without warranty.

2. TERM

Check-in: _____

Check-out: _____

Unauthorized holdover constitutes trespass and will be charged at **\$75/hour**, without limiting Owner's right to remove Guest.

3. OCCUPANCY LIMIT

Maximum occupancy: **6 persons (including children)**.

Violation is a **material breach** and may result in:

- Immediate termination without refund
 - Charge of **\$200 per unauthorized guest per night**
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4. ELIGIBILITY & RESPONSIBILITY

The primary guest booking the property must be at least 21 years of age and must remain present at the property for the entire duration of the stay.

Guest is **jointly and severally liable** for all occupants and their actions, including damages, fines, and legal violations.

5. USE RESTRICTIONS

Strictly prohibited:

- Smoking or vaping anywhere on premises
- Pets (except legally required service animals)
- Parties, events, or commercial use
- Illegal activity
- Use of gas or electric grills
- Use of glass containers at pool and hotubs

Violations constitute **grounds for immediate removal without refund**.

6. COMMUNITY COMPLIANCE

Guest must comply with:

- All **Town of Breckenridge ordinances**
- HOA rules and parking restrictions

Quiet hours: **10 PM – 8 AM**

7. PARKING

- One assigned garage space (max vehicle height 6'2")
- One unassigned outdoor space (not guaranteed)

Guest assumes all vehicle-related risk and liability.

8. ACCESS & SECURITY

Electronic access codes are confidential and may not be shared with anyone except for you and your listed guests on this agreement.

The Columbine Pool property, including the pool area, hot tubs, and clubhouse, is monitored by multiple security cameras. These cameras record audio and video footage as part of the property's security system.

Guest acknowledges and consents to **security cameras in exterior/common areas** in compliance with Colorado law.

9. CONDITION OF PROPERTY

Guest accepts Property **"AS IS"** and agrees that:

- Minor defects or interruptions may occur

- No refunds will be given for amenity outages

Guest must promptly report issues and allow reasonable access for repair.

10. DAMAGE; CLEANING; CHARGES

Guest authorizes Owner to charge Guest's payment method for:

- Property damage or loss
- Excess cleaning (minimum \$200 or actual cost)
- Fines imposed by HOA, municipality, or authorities

Charges survive termination of this Agreement.

11. ENTRY BY OWNER

Owner may enter:

- Immediately in emergencies
 - With reasonable notice for maintenance or inspection
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12. ASSUMPTION OF RISK; SAFETY DISCLOSURES

Guest acknowledges that the Property is located in a mountain environment and involves inherent risks that may result in injury, illness, death, or property damage. Guest, on behalf of themselves and all Occupants, **knowingly and voluntarily assumes all such risks**, including but not limited to:

- **Accessibility:** Property is **not ADA compliant**; no shower/tub grab bars; may include stairs and uneven surfaces.
- **Snow & Ice:** Slippery or hazardous conditions may exist on walkways, stairs, decks, and parking areas at any time.
- **Winter Weather:** Severe winter weather, including icy surfaces and heavy snow.
- **Wildlife:** Moose, bears, and other wildlife may be present and dangerous. Feeding, approaching, or harassing local wildlife is strictly prohibited.
- **Interior Hazards:** Rugs, flooring transitions, wet surfaces, and furnishings may create trip or slip risks
- **Structural Features:** Stairs, decks, and elevated areas present fall risks.
- **General Use:** Appliances, fixtures, and all features of the Property may pose risks if not used carefully.
- **Altitude Risk:** Acute mountain sickness, headaches, nausea, or breathing difficulties. Guests are solely responsible for managing their physical well-being.
- **Pool & Hot Tub Safety:** Use of the pool and hot tub; no lifeguard is on duty. Children must be supervised by an adult at all times. Diving, glass containers, and alcohol consumption in or around the water are strictly prohibited.

Guest acknowledges that:

- Not all hazards can be identified or eliminated

- Owner has no duty to retrofit or modify the Property
- Guest is responsible for using reasonable care and supervising all Occupants

Guest Initials: _____

13. RELEASE OF LIABILITY; INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY COLORADO LAW:

Guest, on behalf of themselves and all Occupants, **releases and waives all claims against Owner** for any injury, death, loss, or damage arising from:

- Use or occupancy of the Property
- The risks described in Section 12
- Any condition of the Property, whether known or unknown

except to the extent caused by Owner's willful and wanton conduct.

Guest agrees to **defend, indemnify, and hold harmless Owner** from any claims or liabilities arising from:

- Guest's use of the Property
- Acts or omissions of Guest or Occupants
- Any breach of this Agreement

Guest acknowledges this section is intended to be **broad and enforceable under Colorado law** and is a material condition of occupancy.

14. SERVICE ANIMALS

Service animals permitted only as required by law. Guest may be asked legally permissible questions. Guest is responsible for all damages or injuries caused by service animals.

15. FOOD ALLERGY DISCLAIMER

Owner does not guarantee an allergen-free environment. Guest assumes all risk related to food exposure.

16. PAYMENT; COLLECTIONS; INTEREST

Unpaid amounts shall accrue interest at **1.5% per month (18% annually)** or the maximum allowed by law.
Guest agrees to pay all **collection costs, attorney's fees, and enforcement expenses** incurred by Owner.

17. CANCELLATION

Cancellation policy is governed by the booking platform and incorporated herein.

18. DEFAULT; TERMINATION; REMOVAL

Upon breach, Owner may:

- Immediately terminate this Agreement
- Deny access or remove Guest without court process (to the extent permitted for licensees under Colorado law)
- Retain all payments

Guest waives any claim to tenancy or eviction protections.

19. DISPUTE RESOLUTION

Governing law: **State of Colorado**
Venue: **Summit County, Colorado**

Arbitration

All disputes shall be resolved by **binding arbitration (AAA)**, except:

- Small claims court matters
- Injunctive relief

Waivers

- No class actions
 - Jury trial waived
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20. ATTORNEY'S FEES

Prevailing party shall recover reasonable attorney's fees and costs.

21. UNAVAILABILITY

If Property becomes unavailable, Guest's sole remedy is refund of amounts paid, less non-refundable third-party fees.

22. SECURITY DEPOSIT (VRBO ONLY)

Refundable deposit: **\$400**.
Does not limit Guest liability.

23. SHORT-TERM RENTAL STATUS (COLORADO)

Guest acknowledges:

- This is a **short-term vacation rental**
 - No rights of tenancy are created
 - No exclusive possession beyond the agreed term
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24. GENERAL PROVISIONS

- Entire Agreement; no oral modifications
 - Amendments allowed via written or electronic consent
 - Owner may assign freely
 - Severability applies
 - Electronic signatures are binding
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25. REGISTERED OCCUPANTS

*Guest agrees to list all individuals who will be occupying the premises, including children, for the duration of the stay.
Maximum occupancy is 6.*

Adult 1 Full Name (Primary Guest): _____

Adult 1 Email Address (Primary Guest): _____

Adult 1 Phone Number (Primary Guest): _____

Adult 1 Home Address (Primary Guest): _____

Adult 2 Full Name: _____

Adult 3 Full Name: _____

Adult 4 Full Name: _____

Adult 5 Full Name: _____

Adult 6 Full Name: _____

Child(ren) Full Names: _____

26. ACKNOWLEDGMENT

Guest acknowledges that they have read, understand, and agree to all terms and accept full responsibility for all Occupants. This Agreement may be executed electronically, and electronic signatures shall be deemed to have the same legal effect as original signatures.

Guest Name: _____

Signature: _____

Date: _____

Owner Member: _____

Member Phone Number: 303-807-5490 or 303-525-4712

Owner Email: snowberrylanellc@gmail.com

Signature: _____

Date: _____