

VACATION RENTAL AGREEMENT (version: 3.29.2026)

This Vacation Rental Agreement (“Agreement”) is for rental of the vacation rental property specified in a confirmed reservation (the “Property”). This Agreement is between: (1) 700 Snowberry Lane Unit 103 LLC (“Member”, “Owner,” “we,” or “us”), acting for itself and (2) the person who is the responsible renter of the Property (collectively “Renter”, “Guest”, “Host”, “Occupant”, “Tenant”, “you”, or “your”).

By booking your rental of the Property with the Owner, you acknowledge that you have read and understand, and agree to be bound by, all terms, conditions, and policies in this Agreement, including any Unit-Specific Terms (collectively, the “Terms”).

1. THE PREMISES (“Property”, “Condo”). The Owner agrees to rent the described property below to the Tenant, and the Tenant agrees to rent from the Owner:

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

Property Type is a Condo with 2 bedrooms / 2 bathrooms. Includes: 1 King Bed in Master Bedroom, 1 Queen Bed in Guest Bedroom, 1 Twin Bunk Bed in Guest Bedroom, and 1 Queen Sofa bed (“pull-out couch”) in the living room.

List of Amenities at the Property: Washer / Dryer, Coffee Maker, Parking, Access to Columbine Pool, Hair Dryer, Wi-Fi, Keyless Entry, Linens, Gas Fireplace, Deck Space, Fire Extinguisher (outside of door entry), Fully Equipped Kitchen (including cookware, dinnerware, utensils, spices, cooking oils), Towels, Cable Channels, Games and Puzzles, Blankets and Pillows, Reading Lamps, Lockbox, Hangers, Fans in Bedrooms, Flatware, Cleaning Supplies, Vacuum Cleaner, 3 TVs, Ski Locker in Garage.

2. CHECK-IN AND CHECK-OUT TIMES

Check-in Date and Time:

Check-out Date and Time:

Late Check-out: May incur additional fees as specified in Section 22.

3. MAID SERVICE during your stay is NOT provided.

4. Electronic Access Codes. Upon check-in guests will be provided with the electronic access codes for the duration of their stay. Guests shall not share or distribute any of the provided access codes to non-guests.

5. PARKING.

- **Reserved Underground Parking:**

The rental includes one (1) reserved parking space located beneath the condo building. A guest parking permit must be placed visibly inside the vehicle at all times while parked. Guests are responsible for ensuring their vehicle's height does not exceed the garage height restriction. The renter is responsible for any damages resulting from vehicles that exceed the height limit. The height limit is 6' 2".

- **Additional Parking Space:**

One (1) unassigned parking space is available outside the condo building, in the lot alongside the condo building, on a first-come, first-served basis. It is not guaranteed that an additional parking space will be available. A guest parking permit must also be displayed inside the vehicle when parked in this space.

- **Additional Vehicles:**

Vehicles exceeding the designated parking spaces or larger vehicles that do not fit in a standard parking spot must park at one of the designated overnight pay lots in Breckenridge at Guest / Renter's expense. This includes lots located on Airport Road or the Ice Rink Lot. Further information about these lots can be obtained at BreckPark.

6. SECURITY CAMERAS. This property is equipped with external security cameras to ensure the safety of guests and property.

- **Pool, Hot Tubs, and Clubhouse:** 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.

By staying at this property, you acknowledge and consent to the presence and monitoring of security cameras as described. The footage is used solely for security purposes and in compliance with applicable privacy laws.

7. MINIMUM AGE. The "Minimum Age" to rent the Property is 21 years of age (or the minimum age required by law in the jurisdiction where the Property is located, if different). The primary guest must be at least 21 years old and agree to provide us with proof of age upon request. All guests under the Minimum Age must be accompanied by a parent or legal guardian for the entire duration of the rental.

8. RESPONSIBLE RENTER. As the Renter, you agree to be an occupant of the Property for the entire duration of the rental. All other occupants will be family members, friends, other responsible adults over the Minimum Age, or accompanied by a parent or legal guardian. You agree to be solely responsible for your actions and the actions of all family members, guests, and invitees (collectively, "Occupants") present at the Property at any time during your stay, and to ensure that all Occupants understand and comply with the Terms.

9. GOOD NEIGHBOR POLICY. All Occupants must comply with this good neighbor policy. Please treat the Property with the same care you would use with your own residence and leave it in the same condition it was in when you arrived. To prevent theft of or damage to furnishings or your personal property, you agree to close and lock doors and windows when you are not present at the Property and upon check-out. You and other Occupants agree to conduct yourselves throughout your stay in a manner that is respectful of and not disruptive to neighbors, traffic flow, or the community and that will not prompt complaints to Owner from police, neighbors, or neighborhood or homeowner associations. Noise audible outside the Property is prohibited between 10 p.m. and 8 a.m. You and other Occupants agree to abide by all applicable parking restrictions and limitations.

10. OCCUPANCY is 6 people including children of any age. All guests must be listed on this contract below. Occupancy greater than 6 will result in eviction and \$200 charge per additional guest per night, charged to you, the renter.

11. NO SMOKING/VAPING. No smoking/vaping inside the Property or at the Property (including porches, breezeways, garage, decks or outdoor areas on premise) at any time.

12. NO PERMANENT RESIDENCE. You agree that your use of the Property is on a temporary and transient basis only; that you may not use the Property as a permanent residence; and that your permanent residence is and will remain elsewhere than at the Property.

13. ANIMALS. No animals or pets of any kind are permitted at the Property except (2) bona fide service animals that we are required by law to allow.

13a. You agree that a prohibition on animals is not a guarantee that an animal has not been inside the Property or that the Property is free of animal or pet allergens. Should service animals be needed for a non-obvious disability, you agree to provide:

1. Confirmation that the animal is needed due to a disability.
2. Description of the specific work or tasks the animal is trained to perform.

These can be answered orally or via a written statement from a licensed professional familiar with the renter's condition.

13b. ALL renters with service animals must also provide: Proof of vaccination and agree to comply with all applicable leash laws/ordinances.

13c. Tenant acknowledges that any animals brought onto the property are at their own risk. Tenant agrees to accept full responsibility and liability for any damages, injuries, or harm caused by such animals, including but not limited to damage to the property or injury to persons. Tenant shall indemnify, defend, and hold harmless the Landlord from any claims, damages, or liabilities arising from or related to the presence, actions, or behavior of the animals on the property.

14. FOOD ALLERGY DISCLAIMER AND LIMITATION OF LIABILITY.

14.a Renter acknowledges and understands that **the rental property may include various kitchen items including but not limited to** spices, oils, and other ingredients, which may contain or have come into contact with common food allergens such as peanuts, tree nuts, dairy, soy, wheat, fish, and shellfish or others.

14.b The Host cannot guarantee an allergen-free environment due to the presence of food items and/or the possibility of cross-contamination from prior use by other guests.

14.c Renter assumes all risk for their own food allergies and is solely responsible for exercising caution and diligence when using the kitchen and consuming any food or ingredients found within the property.

14.d Tenant agrees to indemnify and hold harmless the Host, their agents, and affiliates from any and all liability, claims, actions, damages, costs, or expenses, including but not limited to medical expenses, arising from an allergic reaction or illness resulting from the consumption of food or exposure to allergens on the property.

14.e By signing this agreement, Tenant acknowledges they have read and understood this Food Allergy Disclaimer and Limitation of Liability and agrees to be bound by its terms.

15. EVENTS AND COMMERCIAL PHOTOGRAPHY; STRUCTURES; CHARCOAL GRILLS, GAS GRILLS. Events and commercial photography or filming are prohibited at the Property without our express written permission. (If approved, additional conditions and fees may

apply.) No tents or other structures may be erected on the property without our express written permission. The use of charcoal grills and gas grills are prohibited.

16. OWNERS & OWNERS AGENT may enter the premises immediately in the event of an emergency, in order to perform necessary repairs and/or maintenance; and with advanced notice for normal maintenance.

17. CRIMINAL ACTIVITY PROHIBITED. Use of the Property for any criminal activity is prohibited and may result in fines, prosecution, and/or your immediate removal from the Property. This prohibition extends to use of the Property's internet service, if any, for criminal activity, including but not limited to unlawful downloads of copyrighted material, including movies, music, software, or other material. We may cooperate with any investigation of alleged criminal activity that occurred at the Property during your stay.

18. PAYMENT TERMS, FRAUD. If you are paying by credit card you represent that you are the account holder or an authorized user of the account. If for any reason, Owner believes your payment may be refused by the card processor, Owner may ask you for a different form of payment. Upon Owner's request, you will immediately provide another form of payment and adequate proof that you are the account holder or an authorized user of the account used for payment (such as a government-issued ID that matches the name on the account). Owner may cancel your reservation or remove you and all Occupants from the Property immediately if you fail to provide a form of payment that can be validated by the Owner. We may share your credit card information and other information about you with law enforcement if we suspect fraud.

19. CONSEQUENCES OF BREACH; CHARGES FOR DAMAGE. Any failure by you or any other Occupants to comply with any of the terms, conditions, or policies above is a breach of this Agreement and may result in a forfeiture of your rights to rent the Property, up to and including immediate removal from the Property without refund and with or without the assistance of law enforcement. Owner may terminate this Agreement for breach, and if you are notified of such termination you agree to leave the Property immediately. In addition, you are responsible for, and you authorize us to bill your credit card on file for the full amount of: (1) any damage or loss that occurs at the Property during your stay; (2) a charge of up to \$1,000 for violations of the pet policy, including for bringing more pets or different types of pets than specifically authorized; (3) an additional cleaning fee of up to \$500 (or the actual cost of cleaning services, if greater) for violations of any of the guest policies above (other than the pet policy) or for excessive cleaning required by the acts or omissions of any Occupant during your stay; and (4) any fines issued by police, other government officials or agencies, utility providers, and/or homeowner associations for violation of any law, ordinance, or rule during your stay, and any damages (which may exceed the amount of fines) that result from the violation. If any unauthorized download of copyrighted material via the Property's Internet service occurs during the period of your stay, you agree that we may share your contact information with the internet service provider or any other party we believe, for any reason, has enforcement rights.

20. CANCELLATION POLICY. 100% refund 30 days before rental check-in date; 50% refund for cancellations 14-30 days before rental check-in date. Cancellations 13 days or less before the rental check-in date - you will forfeit 100% of the cost of the days cancelled. Any fees levied by a third party (such as VRBO or AirBnB) will not be refunded. This cancellation policy applies for any reason including but not limited to, health, weather, transportation, airlines, government mandates, pandemic, work, etc. Please do not book if you are not willing to accept this cancellation policy and please consider purchasing travel insurance.

21. TRAVEL INSURANCE. Owner advises guests to obtain appropriate and comprehensive travel insurance that covers Renter and all Occupants and that includes coverage for personal injury, illness or disease, and property damage or loss, and to help protect against financial loss if you must cancel your reservation for a covered reason.

22. EARLY CHECK-IN/LATE CHECK-OUT. Early check-in or late check-out may be available; additional charges may apply. If you do not vacate by check-out time (or late check-out time as agreed by Owner), you authorize us to bill your credit card on file for a late departure fee at the hourly rate of \$75 for every hour until you have vacated the property unless prior arrangements are made in advance with the Owner.

23. MAINTENANCE OR HOUSEKEEPING ISSUES; PROPERTY CONDITIONS. The Property is provided as is, and we are not responsible for the inoperability or unavailability of any amenities. You agree to contact Owner, using the contact information provided in your confirmation email, as soon as you notice any maintenance or housekeeping problem, or any potentially hazardous condition, at the Property, or if any incident occurs at the Property that is related to such a problem or condition. You further agree to give the Owner a reasonable amount of time to respond to your report and to cooperate with the Owner's efforts to address the concern or provide a remedy. We will take reasonable and appropriate steps to remedy any reported problem as soon as practicable. We may enter the Property at your invitation to remedy any problem you report, at reasonable times and with reasonable notice to inspect, maintain, or repair the Property, and to address any situation that we reasonably deem an emergency that threatens persons or property. You acknowledge that if the Property has access to amenities that are shared with other properties, such as a shared pool, hot tub, parking lot that the availability and condition of those amenities is outside Owner's control.

24. DISPUTES for any sums due from the Guest to the Owner shall accrue interest at the rate of 1.5% per month until paid. Any dispute relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of Summit County, State of Colorado, and shall be governed by Colorado law. If the Owner hires legal counsel to enforce the terms of this Agreement or to resolve any dispute under this Agreement, the Guest shall be liable for all attorney's fees and costs incurred by the Owner.

25. DISPUTE RESOLUTION AND ARBITRATION AGREEMENT. If (a) your claim relates in any way to a reservation for or stay at a Property located in the United States, or (b) you bring any other claim against Owner in the United States (to the extent permitted by this Agreement), then you agree to resolve any dispute arising out of or relating in any way to this Agreement as follows: 1. a) Agreement to Arbitrate. Except as

otherwise provided in this section, you and Owner mutually agree that any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Payment of filing, administration and arbitrator fees will be governed by the AAA's rules. To begin an arbitration, a party must send a letter to the other party requesting arbitration and describing the claim. If Owner requests arbitration, it will send the letter to your most recent email or physical address in Owner's records. If you request arbitration, you must send the letter to Owner's registered agent in the state in which the Property you reserved or stayed at is located, or if the dispute does not involve a reservation for or stay at a specific property, to Owners's registered agent in the state of Colorado. 2. b) Place of Arbitration. Except as otherwise required by AAA's Consumer Arbitration Rules, the arbitration shall take place in the county in which the Property is located, or in Englewood, CO, if the dispute does not involve a reservation for or stay at a specific property, or in such other location as you and Owner may mutually agree. 3. c) Exceptions to Arbitration Requirement. As the only exceptions to the parties' agreement to submit all disputes to binding arbitration as provided herein, Owner and Renter both retain the right to pursue: (1) in small claims court in the county in which the Property is located (or if the dispute does not involve a reservation for a specific property, the small claims court for Arapahoe County, Colorado), any claim that is within that court's jurisdiction, and the parties consent to the personal jurisdiction and venue of such court, and Owner further consents to Renter's appearance by telephone or video in lieu of personal appearance, if allowed under applicable court rules; and (2) a suit in any court with jurisdiction to enjoin (whether by temporary, preliminary, or permanent injunctive relief) infringement or other misuse of intellectual property rights.

26. CLASS ACTION AND JURY TRIAL WAIVER. The parties agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, the parties waive any right to a jury trial.

27. ACKNOWLEDGMENT & DISCLAIMER. Acknowledgment & Disclaimer. You acknowledge the Property may have features, amenities, and conditions that are unfamiliar to you and other Occupants you invite to the Property. You further acknowledge that your use of the Property and its amenities may carry inherent risk, including risk of bodily injury, illness or disease, disability, or death. For example, Property includes natural habitats for wildlife, insects, and pests that may expose you to injury or disease; stairways, walkways, bunk beds, hot water dispenser, garbage disposal, kitchen appliances, sliding doors in condo, pull out sofa bed and the moving of any furniture to provide for its room and usage, porches, decks, ledges, cliffs, hot tubs, pools, slippery surfaces, ice build-up outside condo on walkways, and other unmarked natural or manmade features, amenities, and conditions that carry inherent risk. You agree that, by using the Property or its amenities, you voluntarily and willfully assume those risks and assume full responsibility for the choices you make before, during and after your use of the Property and its amenities. You also acknowledge and agree that you and any other adult Occupants are solely responsible for closely supervising and protecting the health and safety of any and all Occupants that are minors, throughout the duration of your stay. OWNER IS NOT LIABLE FOR INJURIES OR ACCIDENTS OCCURRING DURING USE.

28. DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OWNER EXPRESSLY DISCLAIM ANY WARRANTIES OF SAFETY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND AS TO THE ADEQUACY OF THE DIRECTIONS AND WARNINGS PROVIDED TO YOU.

29. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO CASE SHALL THE OWNER OF THE PROPERTY, NOR THEIR AFFILIATES, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR OWNERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY, ILLNESS OR DISEASE, EMOTIONAL DISTRESS, OR DAMAGE TO PROPERTY, ARISING OUT OF OR IN CONNECTION WITH YOUR STAY AT THE PROPERTY. THIS LIMITATION APPLIES TO ALL CLAIMS FOR DAMAGES WHETHER BASED ON A THEORY OF WARRANTY, CONTRACT, TORT (INCLUDING ORDINARY NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND EVEN IF THE LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

30. INDEMNITY. You agree to hold harmless and indemnify Owner, and their respective affiliates, for and from all claims for property damage, personal injury, illness or disease, or monetary loss resulting from your actions or omissions, and the actions or omissions of other Occupants, during or relating to your stay.

31. UNAVAILABILITY OF PROPERTY. On rare occasions, due to ownership changes, double-bookings, properties being removed from rental use, or a need for extensive repairs or maintenance, the Property may not be available for rental on the dates of your reservation. In this unlikely event, Owner reserves the right to provide the guest a complete refund of your reservation payment, less any applicable fees by parties to which applicable fees cannot be reimbursed (e.g. VRBO fees).

32. ASSIGNMENT. Owner may assign this Agreement or any of its rights, or delegate any of its duties under this Agreement, at any time without your consent.

33. SECURITY DEPOSIT - applies only to VRBO Reservations: The total cost of your reservation for this Property includes a REFUNDABLE security deposit (USD) of \$400.00. The security deposit is not an insurance policy and Owner does not provide liability coverage and does not cover vehicles or guest personal items.

34. REPRESENTATION AND AUTHORITY. Any actions, statements, or representations made by the undersigned(s)— Timothy Stewart and/or Matthew Claussen—are made solely in their capacity as members/agents of 700 Snowberry Lane Unit 103 LLC. Either or both

individuals are authorized to act on behalf of the LLC in all matters related to the rental property, including but not limited to written correspondence, emails, phone calls, responding to questions, negotiations, and any other capacities associated with the LLC. The LLC, and not the individual(s), shall be responsible for all obligations, liabilities, and claims arising from the use and occupancy of the property, as well as any communications or actions taken in that capacity.

35. GUEST RESPONSIBILITIES AND DOCUMENTATION. The primary guest must be at least 21 years old at check-in and is required to sign this agreement within 48 hours of booking. They are also responsible for providing the full legal names and addresses of all adult guests (18 years and older) staying at the property. Failure to meet these requirements may result in cancellation or other restrictions, at the discretion of the property owner.

36. SEVERABILITY. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, the remaining provisions shall continue in full force and effect. The invalid, illegal, or unenforceable provision shall be deemed modified to the extent necessary to make it valid and enforceable while preserving its original intent. This severability clause is intended to ensure the continuing validity and enforceability of this entire Agreement, even if any individual clause is found to be invalid or unenforceable.

37. ELECTRONIC SIGNATURES. This Agreement may be executed electronically, and electronic signatures shall be deemed to have the same legal effect as original signatures.

ACKNOWLEDGMENT AND AGREEMENT

I, THE UNDERSIGNED PRIMARY GUEST, HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD, AND AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS OUTLINED IN THIS VACATION RENTAL AGREEMENT. I CONFIRM THAT I AM AUTHORIZED TO ACCEPT THIS AGREEMENT ON BEHALF OF ALL GUESTS IN MY PARTY AND ACCEPT FULL RESPONSIBILITY FOR ADHERING TO THE RULES, POLICIES, AND PAYMENT OBLIGATIONS SPECIFIED HEREIN. I UNDERSTAND THAT ANY VIOLATIONS MAY RESULT IN TERMINATION OF THE RENTAL WITHOUT REFUND AND POSSIBLE ADDITIONAL CHARGES.

Full names of Children staying at property: _____

All Adult Guest(s):

Primary Guest Name (the person making the reservation): _____

Primary Guest Home Address: _____

Primary Guest Phone Number: _____

Primary Guest Email Address: _____

Adult Guest 2 Name: _____

Adult Guest 2 Home Address: _____

Adult Guest 3 Name: _____

Adult Guest 3 Home Address: _____

Adult Guest 4 Name: _____

Adult Guest 4 Home address: _____

Adult Guest 5 Name: _____

Adult Guest 5 Home Address: _____

Adult Guest 6 Name: _____

Adult Guest 6 Home Address: _____

Primary Guest Signature: _____ **Date:** _____

700 Snowberry Lane Unit 103 LLC, by: _____, Member Date: _____

Vacation Rental Agreement updated by 700 Snowberry Lane Unit 103 LLC on 3/29/2026