

## Vacation Rental Short-Term Lease Agreement

**This Vacation Rental Short-Term Lease Agreement (this “Agreement”) constitutes a contract between the undersigned person (“you”) and Windcliff Properties, Inc. (“Windcliff”).**

1. Reservation Requirements and Full Payment. Reservations are not considered “guaranteed” until Windcliff receives your signed Agreement and receives and accepts the required deposit and full payment. If your signed Agreement and full payment is not received and accepted by Windcliff at least 14 days prior to your arrival, your reservation is subject to cancellation. You agree that Windcliff may charge your card on file for the remaining balance after deposit without notice no earlier than 14 days before arrival.
2. Deposit to Secure your Reservation. You must pay a reservation deposit when making your reservation in the amount of 30% or one night of the cost of your vacation rental, whichever is greater. You waive all rights to bank account interest that may accrue on your deposit. A fee of \$25 will be charged for returned checks.
3. Confirmation of Reservation(s). Confirmation of your reservation will be emailed to you. Please read the confirmation for accuracy of dates, mailing address, number of adults and/or children and accommodations. You must notify Windcliff of any errors within one business day.
4. Additional Security Deposit. Windcliff reserves the right at its discretion to charge a security deposit at the time of reservation in the amount of \$250 or 15% of the total payment, whichever is greater. This deposit will be refunded in whole or in part at Windcliff’s discretion after your departure and an inspection of the premises by Windcliff.
5. Limited Damage Waiver. All reservations include a \$50 Limited Damage Waiver, payable when you pay your reservation deposit. This provides a limited waiver of expense in the event of some types of accidental loss or damage to the rental property or its contents to a maximum amount of \$500 per reservation. For the Limited Damage Waiver to apply, you must promptly report any loss or damage to Windcliff during your stay. The waiver does not cover your negligence or willful damage and in no event is Windcliff responsible for your damages over \$500.
6. Charges for Additional Guests. For each approved additional guest over 2 guests (over 3 years of age), you will be charged \$25 per night per guest. An expected total guest count per night is required at the time of reservation. You will be charged without notice for additional guests not disclosed to Windcliff.
7. Maximum Occupancy. The maximum occupancy for the rental property is the number the rental property sleeps, including children, as displayed on the Windcliff website for the property. The number of guests must be pre-approved by Windcliff. If you bring in extra guests without prior approval and payment, you may be asked to vacate the rental property and forfeit all rent paid.
8. Visitors: A visitor is an occupant in the rental property that is not staying overnight. The total number of persons permitted in a rental property including visitors is 150% of the maximum occupancy for the property. Any visitor staying overnight is considered a guest and subject to additional charges. Any occupancy for daily use in excess of the maximum is a violation of this agreement.
9. Excessive Wear and Tear; Damage. You are responsible for rental charges for the full duration of the reservation and for any damages or breakage to the rental property incurred during the rental period, even if a security deposit and Limited Damage Waiver (see above) have been paid. Windcliff may charge the credit card on file for any damage or breakage or excessive cleaning costs, unless damage or breakage is covered under the Limited Damage Waiver.
10. Agreement to Comply with all Rental Regulations. You and your invitees and visitors must comply with all of the Rental Regulations set forth on Exhibit A to this Agreement (the “Rental Regulations”). Failure to comply with the Rental Regulations and any reservations made under false pretenses may result in loss of

all your payments made to Windcliff and possible removal of you from the rental property, in addition to all other remedies available to Windcliff. If you violate any of the conditions of this Agreement or the Rental Policies, Windcliff may enter the rental property and you agree to vacate the rental property immediately upon the request of Windcliff and forfeit all rent paid.

11. Telephone Charges. A fee of \$10, plus phone charges will be charged for each collect call which is accepted by you and for any long distance calls that are placed on the homeowner's personal phone bill. If the rental property does not provide free domestic long distance calling, long distance calls must be placed on a calling card.
12. Assumed Risks for Hot Tubs and Jacuzzi Tubs. You assume all risks related to the use of any provided hot tub or Jacuzzi tub, including any illness or injury. Hot Tubs and Jacuzzi tubs are not recommended for use by children.
13. Roads and Road Conditions. Windcliff is not responsible for any adverse driving conditions that may impede access to your rental property. Four-wheel or all-wheel drive vehicles are required in snowy and/or icy conditions. While the roads and driveways leading to your rental property are maintained and plowed, you may experience ice, snow-packed roads or snowdrifts at any time. You hereby accept these risks.
14. Mechanical Failures. Windcliff cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, heating, hot tubs, audio visual equipment, computers or internet access, television or appliances. Please report any inoperative equipment to Windcliff immediately. Windcliff will make every reasonable effort to have repairs done quickly and efficiently. No refunds or rent reductions will be made due to failure of such items.
15. Rental Assignment Change. Windcliff reserves the right to require you to change rental properties without liability to Windcliff if the rental property unexpectedly becomes unavailable or uninhabitable. When comparable accommodations are unavailable, you will have the option of selecting from available properties or receiving a refund.
16. Listing Information. Information regarding individual rental properties is believed accurate but cannot be guaranteed. Particular furnishings and amenities are subject to change without notice.
17. Acts of God. Windcliff shall not be liable nor deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.
18. Indemnification and Hold Harmless. You shall indemnify and hold harmless the owner of the rental property and Windcliff and their respective shareholders, members, officers, directors, employees and agents for any liabilities, theft, damage, personal injury, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with your and your invitees' and visitors' use and occupancy of the rental property or the failure of you and your invitees or visitors to observe the Rental Regulations.
19. Property Rental Owner is a Third Party Beneficiary. You agree and acknowledge that the owner of the rental property is a third party beneficiary of your obligations, representations, warranties and limitations on liability under this Agreement and that the owner of the rental property shall be entitled to all rights and remedies that Windcliff may have under this Agreement.
20. Governing Law; Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Colorado. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Colorado in Larimer County.



**EXHIBIT A**  
**RENTAL POLICIES**

**Windcliff is a quiet residential neighborhood. You are an invited guest in a private home. Loud noises, parties, trespassing on private property, exceeding occupancy limits, speeding, reckless driving or disruptive behavior is forbidden. Large groups spanning multiple homes or functions such as weddings, wedding-related events, reunions or special events are not permitted.**

1. Check-In/Check-Out Times. Check-in time is after 3:00 p.m. Check-out time is by 10:00 a.m. In the event of a late departure not previously approved by Windcliff, you will be charged an additional night's rent.
2. Minimum Stays. Depending on the season your reservation must be for a minimum number of nights. For Prime Season the minimum stay is 5 nights. For Fall and Special Seasons the minimum stay is 3 nights, except for Christmas/New Years which is 5 nights minimum. For the Value Season the minimum stay is 2 nights.
3. Standard Amenities. All rental properties include washer/dryer, dishwasher, microwave, TV with cable or satellite, DVD player, local telephone, wood burning or gas fireplace and kitchen.
4. Provided Linens. A basic supply of towels and linens is provided in each vacation rental. Bed linens and bath towels are not changed during your stay.
5. Provided Starter Supplies. For your convenience, you will find a starter supply of coffee, tea, laundry detergent, paper towels, tissues, toilet paper, dish soap and detergent already in the vacation rental. You must purchase any required additional supplies. The kitchen is not stocked with staples or spices.
6. Rollaways, Highchairs and Cribs. Please inquire about availability of rollaway beds and cribs in specific rental properties. If you require a rollaway, highchair or crib and it is not provided in the rental property, please notify Windcliff in advance. These items are provided subject to prior availability. You accept all liability for the use of supplied cribs, rollaways, highchairs and cribs.
7. Internet Access. Many of our rental properties provide high-speed WiFi Internet access. Please inquire about availability of Internet access in specific rental properties. The Windcliff office is also equipped with WiFi Internet access available to you during our regular business hours.
8. Accepted Forms of Payment. Windcliff accepts MasterCard, Visa, American Express, Discover, Traveler's Checks, cash and personal checks with acceptable photo identification. Payment of deposits must be by credit card.
9. No Pets. NO PETS are allowed in the rental property or anywhere at Windcliff.
10. Clean Upon your Arrival. No Daily Maid Service. Windcliff's cleaning staff will ensure that your rental home is clean upon your arrival. If your rental property's cleanliness upon your arrival does not meet your expectations, please contact Windcliff immediately. Windcliff does not provide daily maid service. If you require trash pick-up, please notify the Windcliff office.
11. Cell Phones. Cell phones do not work at Windcliff. Some of our homes feature free domestic long distance calling. If your home does not have long distance enabled, please bring a telephone calling card if you wish to make long distance calls.
12. Furnishings. Furnishings are subject to change without notice. Furniture, bedding, mattress pads, kitchen equipment, utensils or any other property supplied with the rental property must not be moved, taken out or transferred from one rental property to another. Loss of these items, as well as damage to the property or furnishings in excess of normal wear will be charged to you. Each property is inspected by Windcliff staff at

the conclusion of your stay. All contents of the home are the property of the owner. If something should break, you must notify Windcliff immediately so that a replacement can be made. Guests are not permitted to alter the wiring of any television, home theatre or gaming equipment.

13. Vehicles. Motorcycles, trailers, moving trucks and/or recreational vehicles are not permitted at Windcliff. While our mountain roads are maintained and open year-round, for winter stays (October through April), we all-wheel drive or four-wheel drive vehicles are required.
14. Parking. Each rental property has a rated maximum number of cars permitted, see individual vacation rental listing. Parking is not permitted on the Windcliff roads.
15. No Smoking. All rental properties are nonsmoking, no exceptions. No smoking is allowed anywhere on Windcliff property.
16. No Self-Supplied Grills. Many of our rental properties provide grills. Please inquire about availability of outdoor grills in specific rental properties. Use of barbecue grills is limited to propane (gas) grills located in some vacation rentals. You are not allowed to provide your own grill under any circumstances.
17. No Outdoor Fires. Outdoor fires are strictly prohibited due to extreme fire danger in our mountain/forest setting.
18. No Firearms. Firearms or weapons of any kind including paint ball guns, pellet guns, BB guns, pistols or rifles are strictly prohibited.
19. No Fireworks. No fireworks are permitted in or around the rental property or anywhere at Windcliff.
20. Hiking. No hiking across private property. Please stay on the Windcliff roads when hiking and do not cut across private property which causes erosion of the fragile mountain landscape.
21. Wildlife. Do not approach or feed any wild animals including birds. Animals of any size are potentially dangerous. Do not allow small children to be outdoors except with adult supervision.
22. Garage Doors. Keep garage doors closed at all times except when entering or leaving the property.
23. Lights. Please turn off all outside lights after 9 p.m. This preserves everyone's view of the night sky.
24. 20 MPH Speed Limit. The speed limit of 20 mph is strictly enforced on all Windcliff roads.