

Short-Term Vacation Rental Agreement

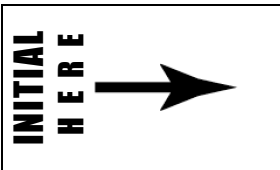
This Short-Term Vacation Rental Agreement and Deposit Confirmation, which is hereby incorporated by reference, constitutes a contract between the undersigned person (“you”) and Windcliff Homes, LLC (“Windcliff”).

1. **Guest Identification and Age.** The undersigned person must be age 25 or older. First-time guests at Windcliff agree to fax or email a legible copy of your Driver’s License or approved Photo ID. Windcliff may at its sole discretion require photo identification for other guests in the reservation and require that the reservation folio have each guest’s name and address.
2. **Reservation Requirements and Full Payment.** Reservations are not considered “guaranteed” until Windcliff receives your signed Agreement, Driver’s License or approved Photo ID, if a first-time guest, and Windcliff receives and accepts the required deposit and full payment. If your signed Agreement, satisfactory identification and full payment is not received and accepted by Windcliff at least 60 days prior to your arrival, your reservation may be cancelled by Windcliff. You agree that Windcliff may charge your card on file for the remaining balance after deposit without notice no earlier than 60 days before arrival.
3. **Deposit to Secure your Reservation.** You must pay a reservation deposit when making your reservation in the amount of 30% of the reservation total or \$299, whichever is greater. Interest does not accrue on any payment(s) made.
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 \$500. This deposit will be refunded in whole or in part at Windcliff’s discretion after an inspection and possible repair of the premises by Windcliff.
5. **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.
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. **Damage and Breakage.** 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 Damage Protection (see above) have been paid. Windcliff may charge your credit card on file for any damage or breakage unless covered under the Damage Protection plan.
8. **Damage Protection.** Your reservation includes a \$69 Damage Protection (Security Deposit Protection) plan to cover unintentional damages to the rental unit interior that occur during your stay provided they are disclosed to management prior to check-out. If purchased, the policy will pay a maximum benefit up to the \$3,000 shown on the confirmation. Any damages that exceed the \$3,000 or are not covered under the plan will be charged to the credit card on file. If, during your stay at one of our rental properties, an insured person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or Actual Cash Value of such property up to a maximum benefit of the policy limit. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance Policy www.vacationrentalinsurance.com/g10vrd. The Vacation Rental Damage plan can be purchased up to, and including at, check-in. By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly Windcliff any amount payable under the terms and conditions of the Vacation Rental Damage. Please contact Windcliff directly if you do not wish to participate in this assignment.
9. **Maximum Occupancy.** The maximum occupancy for the rental property is the number the rental property sleeps, ***including children of any age***, 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.
10. **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.
11. **Access to Properties.** For purposes of emergencies, safety, maintenance, inspection and enforcement of this Agreement and our policies, Windcliff’s authorized personnel may enter rental properties. Courtesy will be extended by knocking, ringing the doorbell and/or announcing entry when Windcliff staff must access your rental property.
12. **Housekeeping.** The \$175 cleaning fee you have been charged covers cleaning your vacation home and laundry after your departure. You agree to leave the home in a neat and tidy condition. If excess housekeeping is required your credit card will be charged without notice.

13. **NO SMOKING.** Smoking of any kind including tobacco, vapors and marijuana is not permitted anywhere in Windcliff. All areas of all properties are non smoking without exception. If there is evidence of smoking by anyone anywhere in or around your vacation home, your card will be charged a minimum of \$500 without notice.
14. **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. Children should not use Hot Tubs and Jacuzzi tubs.
15. **Roads and Road Conditions.** Windcliff is not responsible for any adverse driving conditions that may impede access to your rental property. ***4-wheel or all-wheel drive*** DOT-approved on-road passenger vehicles are required in snowy and/or icy conditions. ATV's of any kind are not permitted on Windcliff roads. Although 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.
16. **Agreement to Comply with all Rental Regulations.** You and your invitees and visitors must comply with all of the Rental Regulations set forth in 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. **Mechanical Failures.** Windcliff does not 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.
17. **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, and your payments to Windcliff are reimbursable by the insurance offered by CSA Travel Protection, or would have been reimbursable if you elected to purchase such insurance coverage, Windcliff may retain your payments to Windcliff.
18. **Listing Information.** Information regarding individual rental properties is believed accurate but cannot be guaranteed. Particular furnishings and amenities are subject to change without notice.
19. **Acts of God.** Windcliff shall not be liable nor deemed in default under this Agreement nor required to provide you a refund for amounts paid to Windcliff 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.
20. **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 you and your invitees', guests' and visitors' use and occupancy of the rental property or the failure of you and your invitees or visitors to observe the Rental Regulations.
21. **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.
22. **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.
23. **LIMITATION ON LIABILITY.** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL WINDCLIFF OR THE RENTAL PROPERTY OWNER BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR RENTAL. IN NO EVENT WILL WINDCLIFF OR THE RENTAL PROPERTY OWNER BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNTS ACTUALLY PAID BY YOU IN CONNECTION WITH THIS AGREEMENT, EVEN IF WINDCLIFF OR THE RENTAL PROPERTY OWNER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

24. **Cancellation & Refund Policy.** Once a reservation has been accepted and confirmed, a cancellation can only be made in accordance with the terms below:
- If cancellation is confirmed received by Windcliff 90+ days prior to arrival date, a refund of any monies received less a \$299 cancellation fee.
 - If cancelled 60-90 days prior to arrival date, a refund of any monies received less the amount of deposit paid (Item 3) or \$299, whichever is greater.
 - Final payment is due & will be automatically charged 60 days prior to arrival date. If reservation is cancelled fewer than 60 days prior to arrival date, your reservation is forfeited. There is no refund.
25. **Vacation Rental Insurance:** CSA Vacation Rental Insurance, often referred to as “*travel insurance*,” is separate from CSA “Damage Protection” insurance (Item 5) and **has *not* been included with your reservation** but is available with your reservation by selecting below. Vacation Rental Insurance provides coverage for prepaid, nonrefundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. ***We strongly recommend you purchase this valuable protection.*** Separate terms and conditions apply, read your Description of Coverage/Policy carefully and contact CSA at (866) 999-4018 with coverage questions. However, if you do not wish to purchase travel insurance, please initial “No” below, acknowledging that you have read and understood our policies set forth in paragraphs 17, 19 and 24, including Cancellation & Refund Policy in paragraph 25 above, and choose not to purchase Vacation Rental Insurance. If you elect to include Vacation Rental Insurance please check “Yes” in the space below.

You must return this signed and initialed Vacation Rental Short-Term Lease Agreement within 10 days or no refund is available.



_____ Yes, add the insurance, or _____ No, I decline insurance on behalf of the party
initial initial

26. **Entire Agreement.** This Agreement and Exhibit A represent the entire understanding and agreement between you, Windcliff and the owner of the rental property with respect to the subject matter of this Agreement, and supersedes all other negotiations, understandings and representations (if any) made by and between such parties.

The following must be completed. Payment of deposit does not exclude this requirement.

You are providing your credit card number as a guarantee of payment to Windcliff and agree to pay all rent and charges related to the rental property. You accept all terms of this Agreement and accept all liability for rent and charges related to property rental, as well as any damage beyond normal wear and tear. You understand that these costs will be charged to your credit card. In the absence of another payment arrangement, you authorize Windcliff to charge your credit card for payment of these items.

 CREDIT CARD NUMBER

 EXPIRATION DATE

Reservation Number _____

 Print Cardholder's Name

 Cardholder's Signature

 Signature Date

 Print Name on Reservation

 Signature of Name on Reservation

 Signature Date

I hereby certify that I am age 25 or older as of the date of the signature below:

 Print Name on Reservation

 Signature of Name on Reservation

 Signature Date

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/Maximum Stays.** Your reservation must be for a minimum number of nights. Prime Season minimum stay is 5 nights. Fall and Special Seasons minimum stay is 3 nights, except for Thanksgiving/Christmas/New Year which have a minimum stay of 5 nights. Value Season minimum stay is 2 nights. Reservations may be made for up to 14 nights. Reservations for longer than 14 nights but no more than 30 nights may be made if Vacation Rental Insurance is also purchased at the time of reservation.
3. **Standard Amenities.** All rental properties include washer/dryer, dishwasher, microwave, TV with cable or satellite, DVD or BluRay player, 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. **Highchairs and Pack N' Plays.** Please inquire about availability of Pack N' Plays and Highchairs in specific rental properties. If you require a Pack N' Play or Highchair and it is not provided in the rental property, please notify Windcliff in advance. These items may be provided subject to prior availability. You accept all liability for the use of Pack N' Plays or Highchairs.
7. **Internet Access.** All rental properties provide free WiFi Internet access. Please inquire about availability & speed 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. **Cell Phones & Telephones.** Cell phones do not work well at Windcliff. Some homes feature free domestic long distance calling. A land-line telephone is located for guest use below the front porch at the gatehouse 24x7.
9. **Accepted Forms of Payment.** Windcliff accepts MasterCard, Visa, American Express, & Discover for all payments with acceptable photo identification.
10. **No Pets.** NO PETS are allowed in the rental property or anywhere at Windcliff. If there is any evidence of pets having been inside your vacation rental your credit card will be charged a minimum of \$250 without notice.
11. **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.
12. **Hiking.** No hiking across private property. Please stay on the Windcliff roads when hiking and do not cut between homes or across private property.
13. **NO SMOKING.** All rental properties are nonsmoking, no exceptions. No smoking of tobacco or marijuana products are allowed anywhere on Windcliff property. If there is evidence of smoking at your vacation home, your card will be charged a minimum of \$500 without notice.
14. **20 MPH Speed Limit.** The speed limit of 20 mph is strictly enforced on all Windcliff roads. **NEVER** exceed 20 mph .
15. **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. Keep garage doors closed at all times except when entering or leaving the rental property.
16. **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 rental property is inspected by Windcliff staff at the conclusion of your stay. All contents of the rental property are the property of the owner. **If something should break, please notify Windcliff immediately** so a replacement can be made. Guests are not permitted to alter the connections of any television, home theatre or furnished gaming equipment.
17. **Vehicles.** Motorcycles, trailers, ATVs 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), all- wheel drive or four-wheel drive DOT-approved on road passenger vehicles are required.**
18. **Parking.** Each rental property has a rated maximum number of cars permitted. See individual vacation rental listing. Parking is not permitted on any Windcliff road. No additional parking space is available for trailers or motor homes at Windcliff.
19. **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.
20. **No Outdoor Fires.** Outdoor fires of any kind including use of propane fire pits are strictly prohibited due to extreme fire danger in our mountain/forest setting.
21. **No Discharge of Firearms.** Discharge of firearms or weapons of any kind including paint ball guns, pellet guns, BB guns, pistols or rifles is strictly prohibited and is grounds for immediate eviction, forfeit of all payments made and recovery of any cost of damages.
22. **No Fireworks.** No fireworks are permitted in or around the rental property or anywhere at Windcliff.
23. **Lights.** Please turn off all outside lights after 10 p.m. to preserve everyone's view of the night sky.
24. **Quiet after 9 P.M.** No outside gatherings are allowed after 9 P.M. Use of decks and outdoor hot tubs after 9 P.M. are restricted to quiet use only. Sounds travel at Windcliff and normal conversations outdoors can be intrusive to your neighbors.
25. **Lost Keys.** There is a \$10 charge for each lost key. If homeowner opts for rekeying their home, you will be charged the cost to do so.