

Short-Term Vacation Rental Agreement

This Short-Term Vacation Rental Agreement (“Agreement”) and Deposit Confirmation, which is hereby incorporated by reference, constitutes a contract between the undersigned person (“You” or “Renter”) and Windcliff Homes, LLC (“Windcliff”). The Deposit Confirmation specifies the particular home (“Rental Home”) and permitted period of occupancy (“Rental Period”) permitted by this Agreement.

Reservation Details

- 1. Responsible Party & Identification.** You are fully responsible for the rental of the Rental Home. You must be 25 years old or older and provide a copy of your Driver’s License upon arrival at Windcliff.
- 2. You Are a Guest of a Private Homeowner.** During the Rental Period, You are a guest of the owner of the Rental Home (“Homeowner”). You and all Guests will comply with all Rules and Regulations set forth in this Agreement or otherwise provided to You in writing (collectively, “Regulations”). The Homeowner is entitled to all rights and remedies that Windcliff may have under this Agreement. If You or your Guests do not comply with the Regulations or breach this Agreement, or Your reservations were made under false pretenses, in addition to all other remedies available to Windcliff, You and your Guests may be evicted from the Rental Home and forfeit all payments previously due, made, and collected by Windcliff.
- 3. Reservation Requirements & Full Payment.** Reservations are not considered confirmed and accepted by Windcliff until Windcliff receives this signed Agreement and the required deposit payment. Windcliff must receive full payment for Your reservation at least 60 days prior to your arrival or your reservation will be cancelled and all monies previously received by Windcliff will be forfeited. You hereby permit Windcliff to charge your credit card for the total remaining balance of your reservation, less any previously paid deposit, without notice 60 days before arrival or immediately for reservations made within 60 days of check-in.
- 4. Deposit to Secure Reservation.** You must pay a reservation deposit when making the reservation in the amount of 30% of the reservation total or \$299, whichever is greater. Interest does not accrue on any payment(s) made.
- 5. Confirmation of Reservation(s).** Confirmation of the reservation will be emailed to you. Please read the confirmation for accuracy of dates, mailing address, number of adults and/or children and accommodations and notify Windcliff of any errors immediately.
- 6. Cancellation & Refund Policy.**
 - Cancellations made more than 90 days prior to check-in will forfeit \$299. Any remaining deposit amount will be refunded.
 - Cancellations made 61-90 days prior to check-in will forfeit the entire deposit amount with no refund.
 - Cancellations made fewer than 60 days prior to check-in will forfeit the entire reservation total with no refund.
 - The total cost for Your reservation is due and automatically charged 60 days prior to check-in.
- 7. Damage Protection.** The reservation includes a \$69 charge for damage insurance that covers up to \$3,000 in unintentional damages to the Rental Home and its contents that may occur or be observed during the Rental Period. Report any observed damage(s) to Windcliff prior to departure. Any damages in excess of \$3,000 will be charged to your credit card with notice.
- 8. Maximum Nightly Occupancy.** The maximum nightly occupancy for the rental Home is the number the rental Home sleeps, **including children of any age**, as displayed on the Windcliff website for the Home. Any nightly occupancy in excess of this maximum is a violation of this Agreement. You may be immediately evicted and will forfeit all amounts paid for your reservation.
- 9. Maximum Daily Occupancy.** A “Visitor” is an occupant in the rental Home that is not staying overnight. The total number of persons permitted in the Rental Home including visitors is 150% of the maximum nightly occupancy of the Rental Home. . Any daily occupancy in excess of this maximum is a violation of this Agreement. You may be immediately evicted and will forfeit all amounts paid for your reservation.
- 10. Charges for Additional Guests.** For each approved additional Guest over 2 (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. Upon checkout, you will provide an accounting of the actual nightly Rental Home occupancy during the Rental Period. Your credit card will be charged for any additional Guest occupancy.

Windcliff Services

11. **Check-in/Check-Out.** Check-in time is no earlier than 3:00 p.m. with *no exceptions*. Checkout time is no later than 10:00 a.m. with *no exceptions*. Early check-ins are not permitted. All Guests must check-in at the Windcliff Office at 2220 Windcliff Drive (the tan & black "log cabin" with the parking lot on the immediate right as you turn up Windcliff Drive).
12. **Checking in Late.** The Windcliff Office is open 8:30 a.m. – 4:30 p.m. If You plan to arrive after the office closes, You will find a check-in packet clipped to the inside of the screen door with your name on it. You are responsible for reading and sharing the entire contents of that packet with all of your Guests.
13. **Housekeeping.** The Rental Home will be clean upon your arrival. If cleanliness does not meet your expectations, contact Windcliff immediately. Windcliff does not provide daily maid service.
14. **Leave the Home Clean.** Your reservation includes a \$175 Cleaning Fee that covers cleaning your vacation Rental Home and laundry after You depart. You agree to leave the Rental Home in a neat and tidy condition. If excess housekeeping is required, your credit card may be charged without notice for additional cleaning fees.
15. **Linens.** A basic supply of bath towels and linens based on the number of expected Guests is provided in the Rental Home. Bath towels and linens are not changed during the Reservation Period. If you require clean towels and linens, please feel free to use the laundry facilities in the Rental Home.
16. **Starter Supplies.** As a courtesy, Windcliff provides a starter supply of coffee, tea, laundry detergent, paper towels, tissues, toilet paper, dish soap and detergent in the Rental Home. Windcliff does not provide additional supplies. Kitchens are not stocked with food items.
17. **Trash.** Store all trash in the provided receptacles in the Rental Home and its garage (if equipped). Never store trash outside or in vehicles parked outside. Notify Windcliff if you require trash a pick-up.
18. **Standard Amenities, Changes & Failures.** The Rental Home is furnished by the Homeowner with a washer & dryer, dishwasher, microwave, TV with cable or satellite, telephone, wood burning or gas fireplace and kitchen. ***HD and/or Smart TVs are NOT available in all Rental Homes.*** If there is a mechanical failure or loss of service, please notify Windcliff immediately. Although Windcliff will make every reasonable effort to have repairs done and/or service restored, You understand Windcliff may be unable to control the time it takes to affect a repair or restoration of service and no refunds or rent reductions will be made due to failure of such items or services.
19. **Internet Access.** The Rental Home includes free WiFi Internet access. Internet speeds can be slower than 4MB/s at times. If Internet speed is critically important to you, please inquire about availability & speed prior to making your reservation. "Windcliff Courtesy" hotspots are sometimes available throughout Windcliff Estates by entering the password – ***windcliff***.
20. **Cell Phones & Telephones.** Cell phones and cellular texting do not work reliably in Windcliff Estates. The Rental Home offers a landline telephone but does not necessarily provide long distance services.
21. **Highchairs and Pack N' Plays.** Pack N' Plays and Highchairs are available by request subject to availability. You accept all liability for the use of Pack N' Plays or Highchairs.
22. **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 and pregnant women should not use Hot Tubs or Jacuzzi tubs.
23. **Furnishings.** All contents of the Rental Home are the property of the Homeowner. If You notice anything is inoperative or broken, notify Windcliff immediately. You are prohibited from changing the connections to any AV equipment, moving equipment, furniture, bedding, kitchen equipment, utensils or any other property supplied with the Rental Home to any other room or Rental Home.
24. **Windcliff Access.** For purposes of emergencies, safety, maintenance, inspection and enforcement of this Agreement, You permit Windcliff staff to enter the Rental Home. Windcliff staff will extend courtesy by knocking, ringing the doorbell and/or clearly announcing arrival upon entry of the Rental Home.
25. **Listing Information.** Information regarding particular furnishings and amenities of the Rental Home may not be accurate. Amenities and furnishings are subject to change without notice.
26. **Rental Assignment Change.** If the reserved Rental Home becomes uninhabitable, unsafe, or is otherwise no longer available for occupancy, Windcliff reserves the right to assign your reservation to a different Rental Home with notice. If comparable accommodations are unavailable, your reservation will be cancelled and Windcliff will refund all monies previously received.
27. **Lost Keys.** There is a \$10 charge for each lost key. If the Homeowner opts for rekeying their home, you will be charged the cost to do so.

Rules & Regulations

28. **No Smoking.** Smoking of any kind including tobacco, vaping and marijuana in any form is not permitted anywhere in Windcliff Estates. All areas within the Rental Home are non-smoking without exception. If there is evidence of smoking by anyone anywhere You or your Guests in or around the Rental Home, you will be immediately evicted, asked to vacate the Rental Home and will forfeit all rent amounts paid for your reservation. Your credit card will also be charged a **fine of \$500** without notice.
29. **No Pets.** No pets are allowed in the Rental Home. If there is evidence of pets having been in the Rental Home, you will be immediately evicted, asked to vacate the Rental Home and will forfeit all rent amounts paid for your reservation. Your credit card will also be charged a **fine of \$500** without notice.
30. **No ATVs, RV's, Motorcycles or Trailers.** The only vehicles permitted in Windcliff are DMV-approved on-highway passenger vehicles. The following vehicles are NOT permitted in Windcliff: RV's, motorcycles, trailers of any kind, ATVs and off-highway vehicles of any kind.
31. **No Drones.** Drones of any kind are NOT permitted in Windcliff.
32. **Roads.** Windcliff is not responsible for any adverse driving conditions that may impede access to or from the Rental Home. Although driveways and Windcliff roads are maintained and plowed, *4-wheel or all-wheel drive* DMV-approved on-highway passenger vehicles are required between October and April.
33. **20 MPH Speed Limit.** The speed limit of 20 mph is strictly enforced on all Windcliff roads. **NEVER** exceed 20 mph.
34. **Parking.** Each Rental Home has a maximum permitted number of parked cars published at windcliff.com. Parking is not permitted on any Windcliff road. No additional parking space is available for any additional vehicles at Windcliff.
35. **Wildlife.** Do not feed any of the wildlife ever. Animals of any size are potentially dangerous. Feeding even small animals attracts predators. Supervise children at all times. Keep garage doors closed at all times except when entering or leaving the Rental Home.
36. **Grills.** A Propane Grill is provided at the Rental Home. Use of any other cooking device outdoors is strictly prohibited.
37. **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.
38. **No Fireworks.** No fireworks are permitted in or around the Rental Home or anywhere in Windcliff Estates, Estes Park or Larimer County.
39. **Fireplaces.** Extreme caution must be used whenever using the fireplace(s) in the Rental Home. Please read and follow all in-home instructions for safe use. A starter supply of firewood is provided. If more firewood is needed, you may purchase from a local store or contact the Windcliff office to arrange delivery. Firewood delivery may take up to 3 days. Never leave a lit or smoldering fire unattended!
40. **Private Property.** All property in Windcliff Estates is privately owned. Please stay on the roads when hiking and do not cut between homes or across private property.
41. **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.
42. **Acts of God.** Windcliff will 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.
43. **Indemnification and Hold Harmless.** You will indemnify and hold harmless the Homeowner 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 use and occupancy of the Rental Home or the failure of You, your Guests, Visitors or other invitees to observe the Rental Regulations.
44. **Governing Law; Venue.** This Agreement and all transactions contemplated by this Agreement will 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 will be brought in the courts of record of the State of Colorado in Larimer County.
45. **LIMITATION ON LIABILITY.** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, WILL WINDCLIFF OR THE HOMEOWNER 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 THIS RENTAL. IN NO EVENT WILL WINDCLIFF OR THE HOMEOWNER BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNTS ACTUALLY PAID BY YOU IN CONNECTION WITH THIS AGREEMENT, EVEN IF WINDCLIFF OR THE HOMEOWNER WILL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

