

Short-Term Vacation Rental Agreement

This Short-Term Vacation Rental Agreement (“Agreement”) and Down Payment Confirmation, which is hereby incorporated by reference, constitutes a contract between the undersigned person (“You” or “Renter”) and Windcliff Homes, LLC (“Windcliff”). The Down Payment 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 down payment 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 down payment, without notice 60 days before arrival or immediately for reservations made within 60 days of check-in.
- 4. Down Payment to Secure Reservation.** You must pay a reservation down payment when making the reservation in the amount of 30% of the grand total, plus any additional add-on charges, if reservation arrival date is 61+ days away from the booking date. 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, number of adults and/or children and accommodations. Notify Windcliff immediately of any errors.
- 6. Cancellation & Refund Policy.**
 1. For cancellations made more than 60 days prior to check-in, all monies already received by Windcliff will be refunded, less any non-refundable optional fees.
 2. Cancellations made 60 or fewer days prior to check-in will forfeit the entire reservation total with no refund.
- 7. Damage Protection.** The reservation includes a charge (“Premium”) for a damage insurance policy Powered by Safely that covers up to \$10,000 in unintentional damages to the Rental Home contents that may occur or be observed during the Rental Period. Any damages in excess of \$10,000 will be charged to your credit card with notice. The Premium is non-refundable.
- 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 some homes, rent rate includes just two people. There is an additional charge of \$25 for each additional person over age two, per night, up to the maximum occupancy for the home. Expected total Guest count per night is required at the time of reservation and actual Guest count is requested upon check-out. Your credit card will be charged for any additional Guest occupancy. See the home’s description at windcliff.com for specific details.

Windcliff Services

- 11. Check-in/Check-Out.** Check-in time is no earlier than 3:00 p.m. with no exceptions. Check-out time is no later than 10:00 a.m. with no exceptions. Checking out after 10a will incur a \$250 fine charged to your credit card without notice. 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 M-F. If You plan to arrive after the office closes or on a weekend, You will find a check-in packet in a black box to the right of the front 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 Cleaning Fee based on the reservation total 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 and comply with all applicable instructions in the Checkout Checklist. If excess housekeeping is required, your credit card will be charged without notice for each additional cleaning offense.
- 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. Damage or excessive soiling of linens and towels will incur a \$250 fine charged to your credit card without notice.
- 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 a trash pick-up. Leaving trash on floors and furniture will incur a \$250 fine charged to your credit card without notice.
- 18. Cell Phones & Telephones.** Cell phones and cellular texting do not work reliably in Windcliff Estates.
- 19. Internet Access.** The Rental Home includes free WiFi Internet access. You understand Windcliff is unable to control upload or download speeds and may be unable to control the time it takes to affect a repair or restoration of service and that no refunds or rent reductions will be made due to failure of such items or services.
- 20. Standard Amenities, Changes & Failures.** The Rental Home is furnished by the Homeowner with a washer & dryer, dishwasher, microwave, and kitchen. HD and/or Smart TV's 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.
- 21. Highchairs and Pack N' Plays.** Pack N' Plays, baby gates, and highchairs are available by request subject to availability. You accept all liability for the use of Pack N' Plays, baby gates, 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 the home, you will be charged the cost to do so.

Rules & Regulations

- 28. No Smoking.** Smoking ANYTHING inside, outside or ANYWHERE in Windcliff will incur an ADDITIONAL \$1,000 fine and immediate EVICTION. All areas within the Rental Home are non-smoking without exception. If You or any of your guests are found smoking anywhere in Windcliff, you will be immediately evicted and your credit card will be charged a fine of \$1,000.
- 29. No Pets.** Unless expressly permitted by Windcliff, no pets are allowed in the Rental Home. If You or any of your guests bring an unauthorized pet into Windcliff, you will be immediately evicted and your credit card will be charged a fine of \$1,000.
- 30. No ATV's, 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, ATV's and off-highway vehicles of any kind. If You or any of your guests bring an unauthorized vehicle into Windcliff, you will be immediately evicted and your credit card will be charged a fine of \$1,000.
- 31. No Drones.** Drones of any kind are NOT permitted in Windcliff. If You or any of your guests are found flying a drone anywhere in Windcliff, You will be evicted and your credit card will be charged a fine of \$1,000.
- 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. Windcliff cannot provide transportation for guests.
- 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. Parking more than the permitted number of cars at the home will be grounds for your immediate eviction.
- 35. Wildlife.** Do not ever feed any wildlife. 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. If You or any of your guests are found lighting anything on fire in Windcliff, you will be immediately evicted and your credit card will be charged a fine of \$1,000.
- 38. No Fireworks.** No fireworks are permitted in our around the Rental Home or anywhere in Windcliff Estates, Estes Park, or Larimer County. If there is evidence or reports of You or your guests lighting fireworks anywhere in Windcliff, You will be immediately evicted and your credit card will be charged a fine of \$1,000.
- 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. If You or any of your guests are found discharging a firearm in Windcliff, you will be immediately evicted and your credit card will be charged a fine of \$1,000.
- 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.

Emergency/Evacuation, Guest Verification & Vacation Rental Insurance

46. Emergency/Evacuation. The Rental Home You are renting is located in Larimer County. The Larimer County Telephone Authority (“LETA”) provides emergency alert information for all persons in Larimer County. You are solely responsible for subscribing to, receiving and following all emergency alerts from <https://leta911.org>. In the event of an emergency, subscribers to LETA will be notified and instructed to take appropriate actions by Larimer County authorities. Windcliff is not responsible in any way for notifying You nor confirming You received and/or adhered-to any such emergency notifications.

47. Guest Verification. You give permission to SafelyStay, Inc., to verify Your identity, and check criminal databases in order to confirm Your reservation. Complete terms regarding Safely’s guest verification can be found at www.safelystay.com/terms-of-use. Please contact Safely at Concierge@SafelyStay.com, or go to www.SafelyStay.com, if you have any questions.

48. Trip Insurance. Windcliff Homes, LLC has partnered with RentalGuardian.com and InsureStays to help safeguard your booking deposit and other pre-paid non-refundable payments related to planned travel. We strongly encourage you to purchase optional travel insurance. Travel Insurance covers risks incidental to planned travel such as sickness, accidental injury, or death of you or a family member (or of a traveling companion), weather delays, natural disasters, unexpected changes in your employment, and many more specified reasons.

1. The coverage costs 7% of your total reservation invoice. The premium charged for travel insurance is generally non-refundable after 15 days of coverage purchase.
2. As a covered traveler, should you have a medical issue or experience trip delay or interruption due to unforeseen developments, you may initiate your claim by calling (833) 610-0736.
3. Guests opting not to purchase travel insurance should be aware that no refund of your reservation deposit(s) will be available; therefore, your entire booking payment is at risk. For more information, please visit <https://windcliff.rentalguardian.com/> or consult your coverage documents.

49. Cancel For Any Reason Trip Insurance. Windcliff Homes, LLC has partnered with RentalGuardian.com and InsureStays to help safeguard your entire booking deposit and other pre-paid non-refundable payments related to planned travel. We strongly encourage you to purchase optional travel insurance.

1. **Travel Insurance covers risks incidental to planned travel such as sickness, accidental injury, or death of you or a family member (or of a traveling companion), weather delays, natural disasters, unexpected changes in your employment, and many more specified reasons.**
2. **In addition, for an additional charge, you can choose the optional CFAR benefit which pays up to 60% of pre-paid non-refundable charges should cancel for any reason not covered by standard travel insurance.**
3. **The standard travel insurance coverage costs 7% of your total reservation invoice amount; if you include the optional CFAR benefits, the coverage cost is 10.8% of your total reservation invoice amount. The premium charged for travel insurance is generally non-refundable after 15 days of coverage purchase.**

As a covered traveler, should you have a medical issue or experience trip delay or interruption due to unforeseen developments, you may initiate your claim by calling (833) 610-0736. For more information, please visit <https://windcliff.rentalguardian.com/> or consult your coverage documents.

We strongly recommend you purchase this valuable protection.

As per paragraph 6 of this agreement, “Cancellation & Refund Policy,” no refunds will be provided in scenarios by which Windcliff is able to perform to this agreement, but by any governmental authority, You or any member of your party are restricted or prohibited from traveling.

50. Entire Agreement. This Agreement represents the entire understanding and agreement between you, Windcliff and the Homeowner 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.