



**EXCLUSIVE RIGHT TO RENT AGREEMENT**

THIS EXCLUSIVE RIGHT TO RENT AGREEMENT (this "Agreement") is made and entered into and effective on this date: \_\_\_\_\_ (the "Effective Date") by and between Windcliff Homes, LLC ("Windcliff") and \_\_\_\_\_ the rightful and legal owner(s) ("Homeowner") of the \_\_\_\_\_ home ("Home") located at \_\_\_\_\_ . The Homeowner and Windcliff may herinafter be referred to collectively as "Parties" and individually as "Party."

- 1. **Listing.** In consideration of the services described in this Agreement, Homeowner hereby grants to Windcliff the exclusive right to list for Rental (as defined in Paragraph 2 below) and grant occupancy to paying vacation rental guests of the Home ("Renters") beginning as of the Effective Date, and renewing continuously thereafter per Paragraph 3 below. Homeowner grants to Windcliff the exclusive right to accept deposits thereon and retain same until the closing or cancellation of each Rental.
- 2. **Rentals.** Windcliff will grant occupancy of the Home to Renters subject to Calendar (see 7.2) availability .
- 3. **Renewal.** This Agreement will automatically renew continuously for a term of 12 months plus 30 days unless either Party terminates the Agreement in accordance with Paragraph 4.
- 4. **Termination.** This Agreement may be terminated by either Party upon written notice, delivered in accordance with this Agreement. The "Termination Date" will be the conclusion (check-out) of any existing rental reservation, excluding reservations on behalf of Homeowner or a Guest of Homeowner. Following the effective date of the termination, the Parties will have 30 days to account for and remit any and all sums due hereunder. Such accounting will be in writing.
- 5. **Change of Home Homeownership.** This Agreement will survive any change of ownership of the Home, whether by sale, death, foreclosure, condemnation, grant or deed, or operation of law, and that it will be binding upon the heirs, assigns, grantees, and/or successors ("Transferee") of Homeowner. Prior to the transfer or anticipated transfer of the Home, Homeowner will notify any prospective Transferee of the existence and binding nature of this Agreement and provide a copy of this Agreement to the prospective Transferee.
- 6. **Management Fee.** Windcliff will retain a management fee for the rental of the Home in the amount of 40.00% of gross nightly rental revenue. Windcliff may also charge Renters separate fees that are not shared with Homeowner such as a "Cleaning Fee", " Guest Booking Fee" and/or Renter-paid premiums for Damage and/or Travel Insurance.
- 7. **Windcliff Responsibility.** Windcliff will provide the following services to Homeowner.
  - 7.1. **Homeowner Accounts, Statements & Disbursements.** Windcliff will maintain ledger account(s) for the Home and provide to Homeowner, by the 10<sup>th</sup> of each month, a statement of all income and expenses charged to Homeowner's account the previous month along with net rental disbursements to Homeowner. Homeowner will maintain a minimum working account balance of \$300.
  - 7.2. **Calendar.** Windcliff will maintain and share with Homeowner a rental reservation calendar for the Home. Occupancy of the Home will be given to Renters on dates as shown on the Home's rental calendar on a rolling 365-day basis. It is the Homeowner's sole responsibility to reserve homeowner stays and guest of homeowner stays in advance of the same rolling 365-day basis to assure homeowner priority use of the Home.
  - 7.3. **Rental Rates & Season Dates.** Windcliff will establish and maintain Rental Rates by Rental Seasons for the Home. Season dates will be defined by Windcliff on a minimum rolling 12-month basis. Rental Rates for each Season may be dynamically set by Windcliff's rental accounting software based on minimum and maximum rates mutually agreed to by Windcliff and Homeowner.
  - 7.4. **Windcliff Bookings.** Windcliff may accept reservations for the Home for Rentals commencing with twelve months of the date the reservation is accepted. For example, Windcliff may accept a reservation on June 1, 2025 for a Renter whose dates of stay commence on June 1, 2026.
  - 7.5. **Deposits.** Windcliff will collect deposits and payments from Renters consistent with Windcliff's then current policies.

- 7.6. **Cancellations.** Windcliff will administer Renter cancellations consistent with Windcliff's then current policies as published in the Rental Agreement on the Windcliff Website. Any monies forfeited by Renters will be distributed between Windcliff and Homeowner according to the original Management Fee at the time the Reservation was made. Reservations transferred from one rental home to another rental home under Windcliff's contracted management will not constitute a cancellation involving a forfeiture of the Renter's deposit.
- 7.7. **Marketing.** Windcliff will provide, at its sole discretion and expense, standard marketing services which may include the Windcliff.com website, still photographs, listing the Home on 3<sup>rd</sup>-Party vacation rental search websites, and/or email/telemarketing/media promotional services.
- 7.8. **Housekeeping.** Windcliff will contract for, schedule and administer housekeeping services striving to meet all reasonable high standards of cleanliness of the Home. Windcliff will coordinate one annual "Deep Clean" of Homeowner's home and charge Homeowner only the actual incurred costs of cleaning. Homeowner grants Windcliff permission to use its best discretion in coordinating needed annual cleaning such as window washing, chimney cleaning, carpet cleaning, bedding wash/dry cleaning, etc.
- 7.9. **Maintenance Coordination.** If maintenance is required to to the Home to ensure Renter satisfaction or prepare the Home for Renters arrival, Homeowner agrees to permit Windcliff discretion to coordinate and contract for or manage any reasonable required maintenance, snow removal, landscaping maintenance, and similar maintenance items. The Homeowner will be charged for all maintenance and other services performed. Homeowner will not be notified in advance of any maintenance work estimated to cost less than \$300. Windcliff will notify Homeowner in advance of any maintenance or other services reasonably expected to cost more than \$300. Windcliff will proceed to coordinate and manage maintenance and other services, at the Homeowner's expense, unless the Homeowner notifies Windcliff their preference to manage the work order through completion prior to the next Renter arrival. Windcliff makes no warranty for work performed by Windcliff or by third parties under its management. Windcliff can suspend renting the Home and the services described in this Agreement if maintenance of the Home falls below Windcliff's standards and/or the home becomes unsafe in the judgment of Windcliff.
- 7.10. **Keys and Access.** Homeowner grants Windcliff permission to duplicate, store and issue keys to the Home. Windcliff will use reasonable security measures to store all keys. Keys lost by Renters will be replaced at the Renter's expense. Windcliff reserves the right to access any Home without permission for any reason associated with safety, security, housekeeping, maintenance, photography or any other vacation rental-related activity.
- 7.11. **Items Supplied by Windcliff Homes, LLC.** Windcliff will provide sheets, pillowcases, bath towels, hand towels, washcloths, bath mats, kitchen towels, and potholders necessary for each Rental of the Home. Homeowner will have no responsibility for the loss or damage of such materials. Windcliff is responsible for replacement of Windcliff-supplied items that become worn or soiled beyond use in the judgment of Windcliff. Other bedding items including comforters, mattress protectors, pillow protectors, bedspreads, duvets, blankets, pillow shams, dust ruffles etc. will be the responsibility of the Homeowner and must conform to the Windcliff Home Inventory Checklist. Homeowner is responsible for replacement of Homeowner-supplied items that become worn or soiled beyond use in the judgment of Windcliff. Homeowner is also responsible for Windcliff's out-of-pocket costs for laundry of Homeowner-supplied bedding items.
- 7.12. **Starter Supplies.** Windcliff will provide standard "Starter-Supplies" of consumables such as toilet paper, paper towels, dish soap(s) and laundry supplies for all Rentals as well as Homeowner Stays, Guest of Homeowner Stays, and Complementary Stays. Windcliff will also provide a small sample set of shampoo, conditioner, soap & lotion for Complementary Stays and Renters but not for Homeowner Stays or Guest of Homeowner Stays.

- 7.13. **Maximum Occupancy.** Windcliff will limit maximum rental occupancy of the Home to 2 persons per bedroom plus two or a limit consistent with then current Estes Valley Development Code/ License limitations, whichever is more restrictive.
- 7.14. **Vetting Renters.** Windcliff is responsible for vetting, instructing, orienting and providing access/ keys and directions/maps to the Home for Renters. Windcliff shall not be liable for any wrongdoing by a renter based on their vetting and approval of said renter.
- 7.15. **No Pets.** Renters will be also be prohibited from permitting pets in the Home unless Homeowner specifically permits pets by separate written agreement with Windcliff. Pets are permitted for Homeowner Stays and Guests of Homeowner Stays as desired by Homeowner.
8. **Homeowner Responsibility.**
- 8.1. **Legal Homeownership & Operation.** Homeowner is responsible for maintaining legal ownership and operation of the Home, including, but not limited to: possession of deed, payment of all utilities, taxes, homeowners association fees, mortgage(s), etc. Homeowner is responsible for ensuring the Home complies with all applicable building, health, and development codes and maintains a current and valid Estes Valley Development Area Vacation Rental Home Registration (License) at all times.
- 8.2. **Insurance.** Homeowner is responsible for maintaining homeowners insurance on the Home.
- 8.3. **Maintenance.** Homeowner is responsible for maintaining the Home at all times. Windcliff is not responsible for maintenance of the Home. Windcliff has no obligation to perform property inspection services of the Home when not being rented.
- 8.4. **Homeowner Use.** Homeowner may reserve the Home for their own use ("Homeowner Stay"), that of their non-paying guests requiring no services from Windcliff ("Guest of Homeowner Stay"), and non-paying guests requiring services from Windcliff ("Complementary Stay"), at any time and for any future calendar date more than 48 hours in advance understanding that Homeowner use of the Home is subordinate to any then existing Reservations.
- 8.4.1. **Homeowner Stays.** Homeowner Stay reservations can be made in advance by Homeowners by using Windcliff's online booking system, ("Owner Portal") or by contacting Windcliff Staff directly. No rents will be charged and no percentage fees will be paid to Windcliff for Homeowner Stays. Windcliff will be compensated by Homeowner only for the actual costs of housekeeping, cleaning, Starter Supplies and laundry services required after such Homeowner Stays to prepare the Home for the next Renter arrival. Homeowner Stays. No other services will be provided by Windcliff.
- 8.4.2. **Guest of Homeowner Stays.** Guest of Homeowner Stay reservations can be made in advance by Homeowners by using Windcliff's online booking system, ("Owner Portal") or by contacting Windcliff Staff directly. No rents will be charged and no percentage fees will be paid to Windcliff for Guest of Homeowner Stays. Windcliff will be compensated by Homeowner only for the actual costs of housekeeping, cleaning, Starter Supplies and laundry services required after such Guest of Homeowner Stays to prepare the Home for the next Renter arrival. No other services will be provided by Windcliff.
- 8.4.3. **Complementary Stays.** Homeowners may make Complementary Stays only by contacting Windcliff Staff directly. Windcliff will provide the same services to Complementary Stays as are provided to Renters and will require the Guest to sign Windcliff's Short Term Vacation Rental Agreement. Homeowner will compensate Windcliff \$175 for each Complementary Stay but no other rents will be charged and no percentage fees will be paid to Windcliff. Windcliff will also be compensated by Homeowner for the actual costs of housekeeping, cleaning, Starter Supplies and laundry services required after such Complementary Stays to prepare the Home for the next Renter arrival.
- 8.5. **Guest Responsibility.** Homeowner is responsible for all guests of the Home during Homeowner Stays, Guest of Homeowner Stays and Complimentary Stays as 17. Additional Insurance Coverage may not apply to these types of Guest stays.

- 8.6. **Homeowner Calendar Blocks/Control.** It is completely within the Homeowner's right to control the Home's rental calendar ad infinitum. Homeowner may make, change and delete any available future dates as desired to control their home's calendar for any reason or for no reason either by using Windcliff's online booking system, ("Owner Portal") or by contacting Windcliff Staff directly.
- 8.7. **Items Supplied by Homeowner.** Homeowner will ensure Home is fully equipped with all of the items listed on the Windcliff Home Inventory Checklist after being notified by Windcliff of any missing items. Bedding items including comforters, mattress protectors, pillow protectors, bedspreads, duvets, blankets, pillow shams, dust ruffles etc. will be the responsibility of the Homeowner and must conform to the Windcliff Home Inventory Checklist. Homeowner is responsible for replacement of Homeowner-supplied items that become worn or soiled beyond use in the judgment of Windcliff. Homeowner is also responsible for Windcliff's out-of-pocket costs for laundry of Homeowner-supplied bedding items.
- 8.8. **Referrals.** Homeowner will refer to Windcliff at the phone/address/email listed at the end of this Agreement all inquiries from prospective paying Renters during the term of this Agreement.
- 8.9. **One-Time Linen Program Fee.** Upon initially joining Windcliff's vacation rental program, Homeowner will pay a one-time fee equal to no more than Windcliff's actual cost of buying "Items Supplied by Windcliff Homes, LLC" (Paragraph 21) for the Home ("One-Time Linen Program Fee"). The amount of the One-Time Linen Program Fee will be determined by Windcliff based on the number of bedrooms and bathrooms in the home. The One-Time Linen Program Fee is non-refundable regardless of the timing or reason for the termination of this Agreement.
- 8.10. **No Smoking.** All Renters will be prohibited from smoking anywhere in Windcliff Estates and are specifically prohibited from smoking in or around the Home. Homeowner will not smoke in the Home nor permit smoking in the Home by their guests.
9. **Non-Discrimination.** Homeowner and Windcliff agree not to discriminate unlawfully against any prospective Renter because of the race, creed, color, marital status, national origin, familial status, physical or mental handicap, religion, ancestry, sex or sexual orientation of such person.
10. **Interest.** Homeowner releases to Windcliff all rights to interest that may accrue to Windcliff's account while holding monies on behalf of Homeowner.
11. **Subrogation Agreement.** Anything in this Agreement to the contrary notwithstanding, Homeowner and Windcliff each hereby waives any and all rights of recovery, claim, action or cause of action, against the other, its agents, officers or employees, and/or any Guest of Homeowner, for any loss or damage that may occur to the Home or any improvements thereto, or any personal property of such Party, by reason of fire, the elements, or any other cause which could be insured against under the terms of a Colorado standard fire and extended coverage insurance policy or which is in fact insured against by either Party, regardless of cause or origin, including negligence of the other Party, its agents, officers, or employees, and/or Guest of Homeowner.
12. **Headings.** The headings appearing in this Agreement are included solely for convenience and will never be given any effect in construing this agreement.
13. **Not a Partnership or Joint Venture.** No provisions of this Agreement will be construed to create a partnership, joint venture, or employer/employee relationship between Windcliff and Homeowner. Neither Party has an ownership interest in the other. Windcliff is an agent for the Homeowner.
14. **Assignment.** This Agreement may be assigned by Windcliff to another entity that is wholly owned or partially owned by Windcliff or a successor thereof. Homeowner agrees and acknowledges that this Agreement and its proceeds, but not Homeowner's Home or property, may be pledged as collateral to a lending institution ("Lender") in order to secure an annual line of credit, and that in this event Lender will have a security interest in this Agreement.
15. **Obligations.** Both Windcliff and Homeowner agree to its obligations in this Agreement.

16. **Intellectual Property.** All information regarding Windcliff guest names, addresses, contact information and rental history, and terms of this or any agreements are the exclusive intellectual property of Windcliff.
17. **Additional Insurance Coverage.** In lieu of a refundable damage deposit, Windcliff requires Renters to acquire and pay a Damage Insurance Premium which provides a maximum of \$10,000 coverage for accidental damage to the Home and its contents and \$500,000 in liability coverage for all Rentals. Any payments from this policy are sent directly to Windcliff by the Insurance company and will compensate Windcliff and/or the Homeowner for any claimed, actual out-of-pocket expenses. A moderate deductible may or may not be applied by the insurance company for each claim.
18. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance will to any extent, be or become invalid, illegal, or unenforceable due to any existing or future law, ordinance, code, applicable rule or regulation, or judgment of any court of competent jurisdiction, or any amendment or change to any of the foregoing, the remainder of this Agreement will be valid and enforceable to the fullest extent permitted by law, (and if applicable, the maximum number of guests for this property will be changed to comply with any such applicable law, ordinance, code, rule, regulation, or judgment of any court of competent jurisdiction).
19. **Notice.** Any notices required by this Agreement will be in writing and will be personally or electronically delivered or sent to Windcliff Homes, LLC and Homeowner respectively at the addresses that appear at the end of this Agreement, or at a subsequent changed address if a Party has been notified in writing by the other Party of such a change of address. For the purpose of this Paragraph, "in writing" will include email at the designated addresses.
20. **Indemnification.** Homeowner agrees to indemnify and hold Windcliff harmless for any and all causes and claims of any type whatsoever, including costs of attorneys, litigation, and defense costs, brought by, or on behalf of a Renter or arising out of a rental of Homeowner's property or any damage to the Home except for gross negligence, willful misconduct or fraud by Windcliff.
21. **Dispute Resolution.** If a dispute arising relating to this Agreement is not resolved, the Parties must first attempt to resolve the dispute informally. If the attempt to resolve the dispute informally is not successful, the Parties will proceed in good faith to submit the matter to non-binding mediation. Mediation commences when written notice requesting mediation is delivered by one Party to the other pursuant to the Notice Paragraph herein. The Parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. Mediation will take place in Larimer County, CO, and will proceed under the Laws of the State of Colorado. The mediation, unless otherwise agreed, will terminate in the event the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is delivered by one Party to the other pursuant to the Notice Paragraph herein. Each Party will bear its own costs of mediation.
22. **Attorney Fees and Litigation Costs.** In the event of any arbitration or litigation relating to this Agreement, the Parties agree that the prevailing Party will receive an award of its reasonable litigation costs and expenses including attorney fees.
23. **Choice of Law.** Notwithstanding any otherwise applicable choice of law or conflict of laws rules or provisions, this Agreement and all disputes arising hereunder or in connection herewith are and will be governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this State for property located in Colorado.
24. **Venue.** In any dispute arising under this Agreement, the Parties hereby submit to and consent to the exclusive jurisdiction of the State of Colorado and agree that such arbitration or litigation will be conducted only in the courts of Larimer County, Colorado, or the federal courts for the United States for the District of Colorado, and no other courts.
25. **Entire Agreement.** This Agreement constitutes the entire contract between the Parties, and any prior agreements or representations, whether oral or written, have been merged and integrated into this Agreement.



26. **Force Majeure.** A Force Majeure event is an event or circumstance which is beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent including but limited to the following:

- a. Riot, war, invasion, act of foreign or domestic enemies;
- b. Earthquakes, flood, fire or other physical natural disaster, including weather conditions regardless of severity; and
- c. Strikes at national level or industrial or labor disputes by labor not employed by the affected Party.

Force Majeure does not include the death or illness of an Homeowner nor does it include general economic conditions or other general market effects or conditions. Neither Party will be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is caused by a Force Majeure event. A Party's failure or delay will only be excused to the extent that it was specifically caused by the Force Majeure event. The Party who invokes a Force Majeure as a basis for non- or delayed performance will have the burden to demonstrate that its non-performance or delayed performance was caused by a Force Majeure event.

**Accepted by: Windcliff Homes, LLC**

**Accepted by: Homeowner**

\_\_\_\_\_  
Richard S. Chiappe, Owner

Date: \_\_\_\_\_  
Phone: (970) 586-2181  
Email: rich@windcliff.com or rich@chiappe.com  
Address: 2220 Windcliff Drive,  
Estes Park, CO 80517

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
SSN or EIN (For IRS reporting): \_\_\_\_\_  
\_\_\_\_\_

Mutually executed, this Agreement supersedes any previous version of this Agreement between the Parties.