

SHORT-TERM RENTAL AGREEMENT

12MAY22 – 107 Base Camp

I. The Parties

This Short-Term Rental Agreement ("Agreement") made on "Date of Acceptance with 3rd Party Booking Tool" is between the following:

Individuals named on booking with a mailing address as filled out on the booking form as Tenant(s) ("Tenant(s)").

AND

Four (4) individual(s) known as Chad Tongren, Carly Tongren, Scott Tongren, and Crystal Tongren as ("Landlord").

Landlord and Tenant(s) ("Parties") agree to the following terms and conditions:

II. The Property

The Tenant(s) agrees to rent the residential dwelling described as a(n) single-family townhome with a mailing address of 107 Base Camp Cr, Granby, Colorado, 80446 ("Property"). The Property consists of 3 bedroom(s) and has 2.5 bathroom(s) with one attached garage.

III. Furnishings

The Property shall be furnished by the Landlord. Landlord shall provide the following furnishings as part of this Agreement:

Bedroom Set(s) - Including but not limited to beds, pillows, sheets, nightstands, and lighting fixtures.

Dining Room Set(s) - Including but not limited to tables, chairs, and other items that complete a dining room set.

Kitchenware - Including but not limited to pots, pans, utensils, cleaning supplies, and other everyday items that complete a kitchen set.

Living Room Set(s) - Including but not limited to couches, chairs, sofas, televisions, and other common living room items.

IV. Parking

The Landlord shall provide parking as part of this Agreement in the form of 3 tandem standard size parking space(s). There shall be no fee for the parking space(s).

V. Period and Guests

The total amount of individuals allowed to stay at the Property for any period will be limited to 10 people and shall reflect the amount stated in the booking form. If the amount exceeds what was noted in your booking the deposit will be forfeited and/or Credit Card on file will be charged an additional \$500/stay/person. In addition, the Tenant(s) are not allowed to have any additional Guests on the Property without written permission from the owner. A quiet time period is in effect starting at 10 PM every night where excessive noise is not permitted. Deposit and termination of this agreement can be enforced if the quiet period is violated causing a disturbance.

VI. Start and End Dates

The term of this Agreement shall begin and end based on the paid amount in the booking form as the Rental Period ("Rental Period").

The Tenant(s) shall be allowed to check-in at 04:00 PM and check-out at 10:00 AM.

VII. Rent

The rent due by the Tenant(s) to the Landlord shall be in the amount collected at third party booking tool checkout during the Rental Period.

VIII. Security Deposit

The Tenant(s) shall be obligated to pay a Security Deposit based on the booking requirements. Upon termination of this Agreement, Landlord shall return the Security Deposit within a reasonable amount of time or in accordance with State law, whichever is longest.

IX. Pets

Under no circumstance shall the Tenant(s) be allowed to have any type of pet on the Property. If this is violated the deposit will be kept and an additional charge of \$1,000 plus remediation will be charged and/or owed to the Landlord. If you believe you need one for ADA purposes, this will need to be cleared and approved with the Landlord in writing prior to booking.

X. Fees, Taxes, and Deposit

The Tenant(s) shall be responsible for the following fee(s):

Cleaning Fee - \$250

Extra Cleaning Fee – Varies and charged at \$50/hour for anything excessive, destructive, or beyond reasonable expectations.

XI. Termination

Landlord has the right to inspect the premises with prior notice in accordance with applicable State laws. Should the Tenant(s) violate any of the terms of this agreement, the rental period shall be terminated immediately in accordance with State law. Tenant(s) waive all rights to process if they fail to vacate the premises upon termination of the rental period. Tenant(s) shall vacate the premises at the expiration time and date of this agreement.

XII. Utilities

The Landlord shall be responsible for providing the following utilities: Electricity, Internet, Gas, Trash Collection, Water and Sewer, and all other utilities to be paid by the Tenant(s).

XIII. Maintenance and Repairs

The Tenant(s) shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. Tenant(s) shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Landlord as being immediately habitable by the next tenants.

Tenant(s) agree that the Landlord shall deduct from the Security Deposit prior to refund if tenants cause damage to the premises or its furnishings. If Security Deposit is not collected or does not cover the damages the Landlord has the right to recover in any format they choose, including, but not limited to: charging the credit card on file, small claims court, arbitration, litigation, collections, and insurance recovery. This will be at the choice of the Landlord.

XIV. Trash

Landlord requires the Tenant(s) to use the following instructions for trash removal on the Property: No more trash than what fits in one container in the garage. The trash company comes on Wednesdays inside the garage to collect.

XV. Subletting

Tenant(s) shall not be allowed to sublet the Property.

XVI. Quiet Enjoyment

The Tenants shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Tenants shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and Tenants shall then immediately vacate the premises.

Any and all noise must be kept to a minimum each night beginning at 10:00 PM

XVII. Smoking

Any and all forms of smoking shall not be permitted inside the Property or Outside the property. All smoking activities MUST occur outside the property boundaries. Guests in other Townhomes can smell the drift from outside.

XVIII. Landlord's Liability

The Tenants and Tenants' Guests shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Tenant(s) expressly recognize that any insurance for

property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenant(s), and that Tenant(s) should purchase their own insurance for Tenant(s) and Guest(s) if such coverage is desired.

XIX. Attorney's Fees

Tenants agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Landlord enforcing this agreement.

XX. Use of Property

Tenant(s) expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Tenant(s) do not intend to make the property a residence or household.

XXI. Shortened Stays and Conditions

There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions, acts of God, or any other reason outside the Landlords control.

XXII. Showings

If the property should go on the MARKET FOR SALE, it may be shown to qualified buyers during the stay of the Tenant(s). Every effort will be made to schedule the showing at a convenient time and not interrupt the day-to-day activities of the Tenant(s). Tenant(s) shall allow reasonable viewings of the Property during standard hours.

XXIII. Firearms

Only legally owned and permitted firearms shall be allowed on the premises in accordance with State and local laws.

XXIV. Fireworks

The Parties agree that Fireworks and other hazardous materials may not be used in or around the Property.

XXV. Illegal Use

Tenant(s) shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc. shall cause termination of this Agreement with no refund of rents or deposits.

XXVI. Fire Alarms

If the Property has fire alarms the Tenant(s) must notify the Landlord without delay if a fire alarm "chirps" or has a low battery condition.

XXVII. Keys

There shall be a total number of 1 Garage Door Opener and One Clubhouse Card given to the Tenant(s) at the time of possession. If Tenant(s) should lose any of the keys, there shall be a penalty for every set of keys lost in the amount of \$250 for reprogramming and purchasing.

XXVIII. Possessions

Valuable items left behind by Tenant(s) will be held with every reasonable effort made to contact in order for a safe return. If items are not claimed for longer than 1 month they shall become the property of the Landlord. Landlord shall not be held liable for the condition of said items left by the Tenant(s).

XXIX. Notice

In the event written notice is required the Parties shall be recognized by the e-mail addresses or cell phone text message as used in the booking form.

XXX. Landlord's Contact

In the event the Landlord needs to be contacted immediately, the Tenant(s) shall use the following:

E-Mail: 107basecamp@granby.com

Telephone: (303) 520-4225 or (720) 427-9233

XXXI. Governing Law

This agreement is governed under the laws in the State where the Property is located.

XXXIII. Lead-Based Disclosure

It is acknowledged by the Parties that the Property was not constructed prior to 1978. Therefore, the Lead-Based Paint Disclosure Form is not required per federal law.

XXXIV. Disclosures

It is acknowledged by the Parties that the Property may have been constructed prior to 1978 requiring the Buyer and Seller to initial and sign the attached Lead-Based Paint Disclosure Form.

XXXV. Severability

In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

XXXVI. Additional Terms and Conditions

In addition to the language stated in this Agreement, the Parties agree to the following: No marijuana.

XXXVII. Entire Agreement

This Agreement together with any attached addendums or disclosures shall supersede any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the

subject matter hereof and shall constitute the sole and only agreements between the parties with respect to the said Property. All prior negotiations and agreements between the parties with respect to the Property hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.