

45 MOUNTAIN VIEW, ALMONT, CO 81210

SHORT TERM RENTAL AGREEMENT

This Short-Term Rental Agreement is made this _____ day of _____, 20____
between _____
whose address is _____
(hereinafter referred to as "Guest") and _____ Vernon C. Merrifield, Jr.
(hereinafter referred to as "Owner") of 45 Mountain View, Almont, CO, 81210.

1. **Property**: The property is located at 45 Mountain View, Almont, CO, 81210.
2. **Period & Guests**: Total people in the renting party consists of ____ Guests, but shall not exceed 12 people total. Guest(s), and anyone Guest(s) permits on the property, agree to abide by the attached **RENTAL RULES** at all times while at the property. ***Rental includes all areas of the property, except the locked storage buildings and closets. The locked shed on the north side of the property, and the locked shed directly behind the garage, are for the Owner's use only. Guest(s) may not use or access these buildings. Additionally, the closet in the upstairs master bathroom is for Owner's use only, and may not be used or accessed by Guest(s).***
3. **Terms of the Rental**: The rental begins at 4:00 pm MST _____ and ends _____ at 9:00 am MST.
4. **Rental Amount and Fees**:
 - a) **Deposit**: A deposit of \$ 2,150.00 (first and last day; plus the \$700.00 non-refundable cleaning fee) will hold your reservation.
 - b) **Cleaning Fee**: There will be a \$700.00 non-refundable cleaning fee on all rentals.
 - c) **Rental Fees**: The remaining balance is due 30 days prior to the check-in date.

\$725.00 per night x ____ night(s) =	\$ _____
Plus Cleaning Fee (Non-Refundable)	\$ <u>700.00</u>
Total Fees Owed	\$ _____
Less Deposit	\$ <u>2,050.00</u>
Remaining Balance Due 30 days prior to check-in	\$ _____

Check/Money Order made payable to Vernon Merrifield & mailed with agreement to:

**Chelsea McConnell
1147 O'Neill Ln.
Ponca City, OK 74604**

5. **Cancellation Policy**: If Guest(s) wish to cancel his/her reservation the deposit will be refunded as follows:

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- a) Deposit refunded (less non-refundable cleaning fee) if cancelled in writing more than 30 days prior to the check-in date, minus a 5% cancellation fee.
- b) 50% of deposit refunded (less non-refundable cleaning fee) if cancelled less than 30 days prior to the check-in date.

No refunds will be given for early departure, or if evicted for breaking the rules set forth.

- 6. **Payment:** Acceptable payment methods are: Venmo (Vernon-Merrifield-1), Cashier's check/personal check (\$50 returned check fee). Reservations are held for five days after the receipt of the Rental Agreement form. Personal checks must clear the owner's bank and the funds must be "collected funds" prior to this agreement being in effect.
- 7. **Termination:** Should the Guest(s) violate any of the terms of this agreement, the rental period shall be terminated immediately. The Guest(s) waive all rights to process if they fail to vacate the premises upon termination of the rental period. The Guest(s) shall vacate the premises at the expiration time and date of this agreement. At the Owner's discretion, Guest(s) checking out late are subject to a fifty dollar per hour (\$50.00/hr) charge for any time stayed beyond the stay of their check out time.
- 8. **Liabilities:** The Guest(s) shall hereby indemnify and hold harmless the Owner and its agents against any and all claims of personal injury or property damage or loss arising from the use of the premise regardless of the nature of the accident, injury or loss. Guest agrees to assume all responsibility for any accidents, injury or damage that may result in or about the premises, to persons or property, and that the Owner/agents shall not be held liable or responsible for injury or accident occurring on the property and Guest(s) agrees to hold Owners/agents harmless from and all claims and liability of any nature which may arise by reason of the use of these facilities. Guest(s) shall be held liable for repair of all damages/misuse of the facilities. Guest(s) agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Owner enforcing this agreement. Owners will assume no responsibility for loss or damage to Guest(s) personal property, or injury during the rental period. **Items left longer than 30 days will be discarded.**
- 9. **Check Out Reminders:**
 - a) Upon departure, please do not leaving anything in the cabin, including garbage, food, or empty bottles.
 - b) Remove **ALL** food from refrigerators.
 - c) Tie and place all trash in the green dumpster. The dumpster is located to the right of the cattle guard as you are leaving the subdivision. **Code: 1951**
 - d) Turn off all lights.

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- e) Lock all windows and doors
- f) Ensure all fires are completely extinguished and ashes have been cleaned out. There is a \$50.00 fee for leaving ashes in fire pit.
- g) Owner is not responsible for any personal item left behind by Guest(s). A \$25.00 service fee plus the cost of shipping (pre-paid) will be charged to renters for returning their personal property.
- h) Please report any damage done to the property immediately.

IMPORTANT NUMBERS:

Jeff Mitchell (Agent): (970) 417-0124
Chelsea McConnell (Owner): (405) 818-0680
Gunnison County Sheriff: (970) 641-1113
Gunnison Valley Hospital: (970) 641-1456

Owner and Guest(s) agree to the above conditions and the Rental Rules set forth, on this _____ day of _____, 20____, and hereby swear that the information provided is accurate and true:

Renter Signature: _____ **Date:** _____

Print Name: _____

Renter Phone Number: _____

Renter Email Address: _____

Owner/Agent Signature: _____ **Date:** _____

Print Name: _____

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RENTAL RULES

(Please initial all places indicated)

1. People other than those in the Guest(s) party set forth above may not stay overnight in the property. Any other person on the property is the sole responsibility of the Guest (s). _____ Initial
2. This cabin is privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The owners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise. _____ Initial
3. **Smoking:** Smoking, vaping or other tobacco products are not allowed inside the cabin or garage. Smoking is allowed outside only. Please properly dispose of ALL cigarette butts and other related trash. No candles or open flames inside the cabin. _____ Initial
4. **Housekeeping:** There is no daily housekeeping service. While linens and bath towels are included in the cabin, daily maid service is not included in the rental rate. We suggest you bring extra towels. We do not permit towels or linens to be taken from the cabin. Please do not leave wet towels on the floor. _____ Initial
5. **Cleaning Fee:** There will be a \$700.00 non-refundable cleaning fee on all rentals. _____ Initial
6. **Essentials:** Owner will provide well-furnished kitchen with microwave, gas stove and dishwasher, as well as washer/dryer. Guests will need to provide their own soap, laundry soap, dish soap, extra trash bags. Also provided is a Pit Boss pellet grill (bring your choice of pellets). _____ Initial
7. **Satellite TV/Internet:** Satellite TV and DVD are provided as a convenience only and are not integral to the agreement. **There is no local internet at the cabin.** No refund of rent shall be given for outages, content, or lack of preferences with regard to cable services. _____ Initial
8. **Pets:** No animals or pets of any kind are allowed on the premises. _____ Initial
9. **Fire Pit:** Firewood is provided at the cabin. Please do not cut any trees down on the property. Please do not leave the cabin if there is a fire burning in the fire pit. Always extinguish fires or attend the pit until the fire is out. Fires are only allowed in the fire pit provided; and nowhere else on the property. When in use, the water must be on and several filled 5 gallon buckets must be ready in case of fire. Please be sure to clean the

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fire pit before you leave. Additionally, renters shall make themselves aware of current fire restrictions, guidelines or bans, as set forth by the State of Colorado Department of Public Safety and follow those as necessary. _____ Initial

10. **Awning**: The remote-operated awning on the south side of the cabin cannot be left up when you leave the cabin at any time. During windy conditions, the awning must be completely retracted. Replacement cost is \$3,500, and you will be held responsible for damages. _____ Initial

11. **Water and Septic**: The cabin is on well and septic systems.

- a) **Inside** – Cabin water comes from a well and is safe to drink.
- b) **Outside** – Do not drink from outside faucets, as it is unfiltered spring water. You may wash your four wheelers and ATV/UTV's in the designated area at the rear of the cabin. DO NOT PARK ON SEPTIC SYSTEM ON THE NORTH SIDE OF DRIVEWAY. Please turn off all water when finished.
- c) **Septic System** – The cabin has a septic system and is very effective. However, it will clog up if improper material is flushed. DO NOT FLUSH anything other than toilet paper. No paper towels, handi-wipes, diapers or feminine products should be flushed at any time. If it is found that items other than toilet paper have been flushed and clog the septic system, you could be charged damages of up to \$1,000.00.

_____ Initial

12. **Inclement Weather**: There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions. We highly recommend four-wheel drive and/or chains during the snow months. _____ Initial

13. **Noise and Disturbances**: We ask that guests do not play loud indoor/outdoor music or use profanity. Owner and/or his Agents reserve the right to request that the noise level be reduced to an acceptable level. No guests will be permitted to disturb the peaceful quiet of our neighbors. **Any complaints from neighborhood residents in reference to the above may result in forfeiture of your stay and removal from the property. Guest(s) will receive one warning only; there will be no second warning. The Guest(s) will be asked to leave the premises and will have two (2) hours to vacate the property. Additionally, the Gunnison County Sheriff will be notified.** _____ Initial

Quiet Hours: 10:00 pm to 8:00 am

14. **Speed Limit**: The maximum speed is 10 mph in the subdivision (from the cattle guard to the cabin. No speeding, reckless driving, racing, excessive noise or excessive dust will be tolerated. All noise and speed control will be **STRICTLY ENFORCED**.

_____ Initial

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15. **Hunting and Fishing:** Only legally owned and permitted firearms shall be allowed on the premises. Hunting on the property and discharging of firearms is prohibited. Our cabin is located near thousands of acres of national forest that you are welcome to hunt with the appropriate license. Owners have neighbors and the owners respect their privacy. **BEWARE OF BEARS, HAWKS AND WILDLIFE. DO NOT LEAVE SMALL CHILDREN UNATTENDED. DO NOT LEAVE FOOD OUTSIDE, INCLUDING IN YOUR RIGS.** We do have barb wire fence surrounding the cabin, but that does not deter a large animal from a good smell. _____ Initial
16. **Safety:** Remember you are in the mountains. Do your part by keeping windows and doors closed/locked, and all food and trash inside or in the appropriate outside receptacles. _____ Initial
17. **Trash:** Tie and place all trash in the green dumpster outside of the cattle guard (to the right of the cattle guard as you are leaving the Cabin's subdivision).
Combination is 1951. _____ Initial

SIGNATURES

ANY GUEST OVER 18 YEARS OF AGE MUST SIGN THIS AGREEMENT.

Signature: _____ Date: _____
Printed Name: _____ Date of Birth: _____
Address: _____

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Printed Name: _____ Date of Birth: _____
Address: _____

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