



RENTAL AGREEMENT for *BlueViewRetreat@Ski-Colorado.com*

This Rental Agreement ("Agreement") is made and effective [REDACTED] ("Agreement Date") between Griffin Residential Management, LLC ("Owner and/or Manager") and [REDACTED] ("Guest") regarding the property known as BlueViewRetreat ("Rental Property") which is located at: 1180 Maryland Creek, Silverthorne, CO 80498.

Property	Dates	Renter (or "Guest")
Property Name: BlueViewRetreat Day & Night Maximum Capacity: █ Guests (█ Adults & █ Children) Property Address: 1180 Maryland Creek Road, Silverthorne, CO 80498	Arrival Day & Date: █ █ after 4:00 PM Departure Day & Date: █ █ before 9:00 AM Staying: █ nights	Guest Name/ID: █ █ Phone: █ Email: █ Home Address: █ █ Booking Platform: █

This Agreement applies to the Guest's stay at Rental Property from [REDACTED] to [REDACTED] but also applies to any other dates or time which may be included if the reservation is changed. Guests expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Guests do not intend to make the property a residence or household. This Agreement applies to all members of the Guest's party no matter the age or affiliation. Guest acknowledges that Guest is responsible for sharing the Rental Agreement, and its requirements, with all members of the Guest's party and anyone else permitted onto the Rental Property by the Guest.

In consideration of the rent received and the mutual promises contained herein, Owner of the Rental Property does hereby lease and rent to Guest(s) such Rental Property under the following terms and conditions. Guest's breach of any of the terms contained herein may result in the termination of guest occupancy with no refund of any kind.

In the event Guest wishes to terminate this agreement, Travel Insurance, Damage Protection and any processing or administrative fees are non-refundable.

FINANCIAL CONSIDERATION: A payment of [REDACTED] is taken by Owner at the time of the booking and will be displayed as WWW.SKI-COLORADO.COM on the Guest's credit card statement. Any remaining balance must be paid 60 days prior to the arrival date or before [REDACTED], or this Agreement may be cancelled by the sole option of the Owner. An automatic credit card payment for the remaining balance will be scheduled by the Owner to be made 60 days prior to the arrival date. If the automatic payment fails for any reason, it is the responsibility of the Guest to make sure that the remaining balance is promptly paid in full, or the reservation will be canceled with no refund of payments made. All policies contained in this Agreement shall apply equally to payments made by credit card, check or cash and whether made via website, by phone or in person. Any refunds due to Guests from a credit card payment will be refunded by credit card transaction; all other refunds will be made within 30 days by check. Prices and other specifications are subject to change without notice. The Guest does not have the right to sublet the property. In the unlikely event the property reserved to you becomes unavailable or uninhabitable, we reserve the right to offer a refund or an alternative property.

SECURITY DEPOSIT: A [REDACTED] security deposit is required and will be automatically added to the booking. The automatic reserve is conducted by putting a hold on the Guest's credit card for the amount approximately 2 day(s) prior to the arrival date. If, at the end of the rental period, the rental property is returned undamaged and ready to rent condition, defined by the Owner/Landlord as being immediately habitable after a routine maid visit, the Security Deposit will be released in full within five (14) business days. In the event of any damages, Owner will provide Guest with a full accounting of expenses incurred and deductions made from the Security Deposit. Should the damages exceed the amount of the Security Deposit, Guest agrees to pay the balance within five (5) business days after receiving notification. Deductions from Security Deposit may include, but are not limited to: excess cleaning fee, hot tub draining and refilling fee, trash removal fee, missing item replacement costs, odor remediation, damaged item replacement or repair costs, repair costs of buildings or grounds, or other service call fees.

CANCELLATION: Due to the volatile nature of the resort rental business, we must process reservation cancellation requests as such: Reservations may be canceled without penalty within 24 hours of booking. Minor reservation date changes will be accommodated on an availability basis with no penalty. There will be no refunds for reservations that include a National Holiday. There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions including storms, road conditions or airport delays and/or closures. Guests who cancel 60 days prior to arrival by 11:59 pm (MST) will get back 100% of the amount paid but are subject to a \$250 processing fee. Cancellations 30 days prior to arrival by 11:59 pm (MST) will be refunded 50% of the amount paid.

You may purchase optional of travel insurance that may help to cover loss due to unforeseen circumstances that prevent you from taking your vacation. Any travel insurance purchased is in no way affiliated with <http://www.ski-colorado.com/> or Griffin Residential Management, LLC but they can provide you peace of mind in the unlikely event you need to change your travel plans.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein

contained, Guest has read and agreed to the following: I understand the rules and rental conditions upon which I am agreeing to rent accommodations, equipment, and use of the property. I acknowledge and accept that the sole responsibility for safety lies with the participant.

I am over the age of 26 and OF LEGAL AGE TO ENTER INTO A CONTRACT IN THE STATE OF COLORADO and assume responsibility for those in my charge under the age of 18. I hereby assume all legal responsibility for bodily injury to me or to any person on the property as a result of my visit and use, operation or possession of equipment hired or loaned to me. Acknowledging this, I accept complete responsibility for the minor children and myself in my charge and visit the property and equipment and engage in activities or events at my own risk.

- The Guests shall be good neighbors respecting the rights of the surrounding property inhabitants. The Guest shall not create noise or disturbances likely to disturb or annoy. Creating a disturbance shall be grounds for immediate termination of this agreement and Guest shall waive all rights to process and immediately vacate the premise in accordance with State Law. Summit Sky Ranch HOA **Quiet hours are defined as 10:00 PM to 8:00 AM** when noise should be kept to a minimum.
- **NO PARTIES** or **OVER NIGHT** guests are permitted.
- BlueViewRetreat and the Summit Sky Ranch **amenities are limited to those guests listed on this Rental Agreement**

- No pets are permitted at the Rental Property. Guests must notify the Owner and submit necessary authorization with backup documentation to have a **service animal**. Unauthorized animals(s) found in or about the Rental Property will be grounds for expedited eviction and forfeiture of all monies paid.
- **Parking** is available for 2 vehicles in the garage and 3-4 in the driveway. Silverthorne does not allow on-street parking. HOA does not allow parking or obstruction for play or storage on the shared driveway.
- Guest 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.
- **No open flames** inside or outside of the home except the gas grill and outside gas fireplace. **No smoking or vaping** inside the house, hot tub or within 20 ft. of open door or windows. Dispose of smoking materials responsibly. **Ventilate the kitchen** after cooking anything that could leave a strong smell.
- The property is privately owned and 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 who they invite to use the premise. The Guest and Guests' guests shall hereby **indemnify and hold harmless** the Owner/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. Guests expressly recognize that any insurance for property damage or loss which the Owner/Landlord may maintain on the property does not cover the **personal property of Guests**, and that Guests should purchase their own insurance for Guests and guests if such coverage is desired. Valuable items left behind will be held or shipped at the Guest's expense. The 3 exterior security cameras are controlled remotely and are not to be disrupted or you may be liable for service call and/or face immediate eviction. If items are not claimed for longer than 30 days they shall become the property of the Owner/Landlord. The Owner/Landlord shall not be held liable for condition of said items.
- The Owner/Landlord or Servicer has the right to inspect or service the premises with prior notice as stated with the applicable State laws during the **Guest occupancy period**. The Guests shall vacate the premises at the expiration time and date of this agreement. The Guests waive all rights to process if they fail to vacate the premises upon termination of the rental period. Bookings made under false pretenses such as but not limited to, misrepresentation of age, name or size of group shall be grounds for immediate termination of this agreement and Guests shall waive all rights to process and immediately vacate the premise in accordance with State law. Violators of any terms of this agreement will result in its termination and Guest shall waive all rights to process and immediately vacate the premise in accordance with State Law or will be subject to eviction, injunction and liability for damages and will also be liable for attorney's fees and other costs associated with enforcement.
- The **hot tub** is prepared and tested for proper and safe chemicals prior to or on the day of occupancy. Misuse of a hot tub or pool by the spilling of foreign substances into the pool, i.e. soap, shampoo, oils, glass or metal will result in a Service Call Charge at the sole discretion of Owner. Follow instructions for the Hot tub lifter. Violation of this provision shall be grounds for expedited eviction and forfeiture of all monies paid.
- **Agreement shall be enforced under the laws of the state of Colorado**, including any applicable rental acts, and represents the entire Agreement. Any amendments must be in writing and signed by both parties. In the event of a dispute, legal action may only be instituted in Summit County within which the Rental Property is located. If any part of this Agreement shall be deemed unenforceable by law, that part shall be omitted from this Agreement without affecting the remaining Agreement.
- The Rental Property and amenities in Summit Sky Ranch may offer access to or rental of recreational and water activities, including but not limited to kayaks, bicycles, and

swimming. Guest fully understands and acknowledges that outdoor recreational and water activities have inherent risks, dangers and hazards. Participation in such activities and/or use of equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability. Guest agrees to fully indemnify and hold harmless the Owner and any and all agents, employees, or contractors for any injury or damage caused by these activities, whether caused by the negligence of the Owners, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes foreseeable or unforeseeable. **Guest hereby assume all risks and dangers and all responsibility** for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the Owners or by any other person. Guest hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Owner and any and all agents, employees, or contractors from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Rental Property facilities, equipment, or activities. Guest further assumes full responsibility for the actions of any and all persons whom he may allow to enter the property during the rental period and indemnifies Owner from any and all claims arising from such other person.

- Anything you find in the house is for your use unless it is locked or inaccessible. **You assume responsibility to use and its safe return.** Although we try to monitor party/refrigerator items, we recommend you verify freshness before use.
- **Ancillary services or accouterments** at the rental property or HOA amenity (TV, hot tub, pool, ISP, etc.) are provided as a convenience and are not integral to this agreement. No refund of rents shall be given for maintenance, outages, content or preferences.

GUEST INFORMATION Following is the list of guests known at the time of this booking. This list denotes all individuals authorized at BlueViewRetreat and at the Summit Sky Ranch amenities. Notify owner/manager of any deviations from this list The approximate arrival to Summit County is unknown and departure time from BlueViewRetreat is 9:00am.

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GUEST TESTIFIES THAT HE/SHE IS OF LEGAL AGE TO ENTER INTO A CONTRACT IN THE STATE OF COLORADO. By my signature below, I hereby give permission to charge my credit card for the amounts listed above as well as any additional charges that I may incur as outlined in this agreement. I agree that all rental monies are non-refundable per cancellation policy above. I have read my rights to purchase travel and additional damage insurance. Guests agree to pay all reasonable costs and attorney's fees associated with the enforcement of this agreement made or incurred by Owner/Manager.

Griffin Residential Management, LLC |



griffin@ski-colorado.com |



[\(303\) 321-3661](tel:(303)321-3661)



www.ski-colorado.com/ |



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