



VACATION RENTAL AGREEMENT

EXPLANATORY STATEMENT

Metropia Management, LLC, a Colorado limited liability company (Manager), serves as the booking and leasing agent for the owners of Fall River Village (“Property”) and the specific unit/home you have booked (“Premises”). You have asked us to book selected dates for you to use one or more of the vacation homes at Fall River Village. ***A completed “Vacation Rental Agreement” and payment of your initial deposit is required before your reservation can be confirmed.***

AGREEMENT

In consideration of the foregoing Explanatory Statement and the mutual promises and undertakings stated below, this Vacation Rental Agreement (“Agreement”) is made by and between Metropia Management, LLC, a Colorado limited liability company (“Agent”, “Manager”, “Owner”, “We”, “Us” and the like) and {reservations.first_name} {reservations.middle_name} {reservations.last_name} of {reservations.address}, {reservations.address2}, {reservations.city}, {reservations.state_name}, {reservations.country_name}, {reservations.zip}, (“Guest”, “You”, “Your” and the like) in connection with certain vacation property heretofore booked for your use (the “Premises”):

LICENSE GRANT

In exchange for the License Fee (nightly rental rate and applicable fees stated in your Confirmation/Cancellation Agreement), and your compliance with all of the terms and conditions in this Agreement, we as agent for, and on behalf of, the owner of the Premises as shown in the books and records of the clerk and recorder of the county in which the Premises are located (the “Owner”), hereby grant to you and your authorized additional guests (collectively, “Guests”) an exclusive, non-transferable license (the “License”) to use the Premises from [3:30 P.M.](#) on your Check-In Date until [10:30 A.M.](#) on your Check-Out Date (hereinafter, the “License Period”). Your Check-In Date and Check-Out Date are the arrival and departure dates that you have booked and are also identified in your Confirmation/Cancellation Agreement.

License Restrictions. Violation of any of the following restrictions will entitle us to cancel, terminate or revoke the License:

- a. The License is a license to use the Premises for vacation lodging during the License Period, and for any purposes incidental to such lodging (such as but not limited to entertainment, recreation, and preparation and consumption of meals), and for no other purposes.
- b. You agree not to undertake any activity at the Premises (also including the common areas associated with the Premises) that is prohibited by law or by our Policies and Procedures or which is inherently unsafe or hazardous. You also agree not to allow any Guest or other person to undertake any unlawful, prohibited, unsafe or hazardous activity in or about the Premises.
- c. The License is limited to the number of persons reserved by you as Guests at the time you make your reservation. You may request that additional Guests be added to the License. We may or may not allow such additional Guests, or may allow additional Guests in consideration of an increase of the License Fee,

in our reasonable discretion.

d. The License is subject to the Policies and Procedures stated in **Addendum A** below and may be suspended or revoked if any Guest (or any person having access to the Premises with your actual or implied permission) violates any of the Policies and Procedures. Depending on the Premises that are the subject of this Agreement, there may be reasonable additions or modifications to the Policies and Procedures posted at the Premises or on our web site www.FallRiverVillage.com. You agree to abide by any and all Policies and Procedures so posted.

RATES & PAYMENT

You will be charged a License Fee determined according to the advertised usage rates for the Premises, which are subject to change without notice until you have booked your stay. The rates in effect as of the payment of your initial deposit will be the rates applicable to the License granted herein, plus any other charges permitted or required under this Agreement, including but not limited to Sales and/or Lodging Taxes required by Colorado and local governments where the Premises are located.

35% of the total payment (total License Fee, applicable taxes, cleaning fee) is due at the time the booking is made and the full remaining balance and Security Deposit is due 30 days prior to your arrival date, {reservations.startdate}. Credit card payment is preferred but we do accept checks and money orders. If payment is made by check or money order, it must be cleared by the bank before your reservation is considered confirmed. Therefore, there is a 10-day waiting period after the check/money order is received before the reservation is fully confirmed; the balance must be received 40 days prior to your arrival date. When paying by check or money order, please include the name on that is on the reservation and the name/unit number of the Premises on the check or money order. Checks and money orders should be payable to "Fall River Village, LLC" and mailed to: [Fall River Village, LLC 3303 West 144th Ave, Suite 106, Broomfield CO 80023](mailto:FallRiverVillage,LLC@fallrivervillage.com).

CREDIT CARD AUTHORIZATION

YOUR APPROVAL OF THIS AGREEMENT IS YOUR AUTHORIZATION FOR US TO PROCESS A CREDIT CARD CHARGE FOR ALL SUMS THAT COME DUE UNDER THIS AGREEMENT. If we receive your check or money order after we charge your credit card, we will deposit the check or money order and issue a credit to your credit card.

CANCELLATION/REFUND POLICY

To cancel a confirmed reservation, please call us as soon as you know. **Written notification of cancellation signed by the Guest is also required, which can be sent via mail, fax, or e-mail and must be received before the cancellation is confirmed.**

- If you cancel a reservation more than 30 days prior to arrival date, {reservations.startdate} - 100% of the total deposit amount will be refunded less an \$89 Booking Fee.
- If you cancel a reservation 30 days or less prior to your arrival date, {reservations.startdate} – there will be no refund. The booking can be rescheduled for any time during the 12 months following the original arrival date of {reservations.startdate} (subject to availability and current unit rate).

SECURITY DEPOSIT

Guests are required to make a Security Deposit to protect against any damages to and/or loss of items from the Property. The deposit will be held by the Manager and will be returned, minus deductions, not later than 14 calendar days after the termination of the agreement, {reservations.enddate}. We must give you a written statement at that time explaining any deductions. Deductions can be made for the following reasons: fees pursuant to Administrative

Fees (item e. under Miscellaneous Provisions), to repair or replace anything that is damaged or missing; to pay any and all amounts due; to replace all keys; additional cleaning expense or to clean excessive dirt (i.e. stained carpets, furniture, walls, appliances, etc.) and put the unit, and the things in it, in the condition when you moved in. If your deposit is not enough to cover all the damages and costs, you must pay the extra amount, and you authorize us to charge the credit card provided.

LIMITATION OF LIABILITY

Under no circumstances shall the Manager be responsible for any loss, expense, damages, claims or injury direct, indirect, consequential or otherwise whatsoever, howsoever caused or incurred whether arising in contract or otherwise in law or equity as a result of rendering of the services or accommodations as described or substituted and including, without restricting the generality of the foregoing as a result of any delay(s), substitution(s), rescheduling(s) or change(s) in the provision of services by Manager or by reason of military actions, revolution or acts of God, government agencies, or unforeseen circumstances or events, by any agents, owners, employees, subcontractors, servants or services as substituted; Manager, at all times, will act in good faith and use its best efforts to substitute with accommodations or services of a type as comparable as possible to those contracted.

Manager will not be liable under any circumstances, including substitutions, to refund any unused portion of booked accommodations or services. Some activities in which guests engage are especially dangerous and include hiking, rock climbing, biking and fishing. This list is not all-inclusive, but indicates some of the hazards of vacationing in the mountains. The weather can change rapidly and unpredictably in the mountains and Guests may be exposed to the following risks as a result: icy or snowy walkways, parking lot, and stairs. The Manager will make every effort to remove snow and ice when possible, but due to the speed and unpredictability of the weather and the availability of removal services, there may be times when snow and/or ice or slippery conditions exist. Risks may exist with electrical or plumbing systems, propane BBQ's, gas or natural fireplaces as well. GUEST(S) ACKNOWLEDGES AND AGREES THAT HE/SHE IS VOLUNTARILY PARTICIPATING IN ANY AND ALL ACTIVITIES, RISKS, AND USE OF THE ACCOMMODATIONS, AND HEREBY ASSUMES ALL RISK OF INJURY, ILLNESS, DAMAGE OR LOSS TO PERSON AND PROPERTY THAT MIGHT RESULT, INCLUDING, WITHOUT LIMITATION, ANY LOSS OR THEFT OF PERSONAL PROPERTY. By booking this Property, you acknowledge that in all events and circumstances, the Manager, its officers and employees shall not be liable. The Manager reserves the right to cancel or rescind any rental agreement if it is found that the Guests are conducting unlawful activities, not abiding by the Home Owners Association House Rules, disturbing others by playing loud music, causing any loud or offensive noises, have made any misrepresentations about the nature, ages or size of the group, or any other misrepresentations of any other way in breach of this Agreement.

INSURANCE

You understand that our insurance does not cover your belongings or damage that you cause. You agree we are not responsible for any loss of or damage to your personal property including damage from fire, water, and theft, and you agree to carry insurance covering all of your personal property.

CATASTROPHIC EVENTS & EMERGENCY EVACUATIONS

If a catastrophe (tornado, earthquake, flood, etc.) or any situation simply beyond our control impairs the Property or the Premises you have reserved or are staying in, the Manager or Owner is not responsible for finding alternate lodging for the Guest or for the Guest's financial losses relating to transportation or alternate lodging. There will be NO REFUNDS OR CREDITS FOR EMERGENCY EVACUATIONS. Therefore, we suggest you consider Travel Protection Insurance to secure your vacation investment and eliminate your financial risk.

INDEMNIFICATION

You agree to indemnify, hold harmless and defend us for, from and against any and all claims, liabilities, damages and costs (including but not limited to reasonable attorney's fees) arising from or in connection with your use of the Property under this Agreement, except to the extent that any such claim, liability, damage or cost has resulted directly from the reckless or willful or wanton conduct of Agent or Owner.

MISCELLANEOUS PROVISIONS:

a. Right of Entry. You agree to allow us and the Owner to enter and inspect the interior and exterior of the Premises at reasonable times during the License Period, after reasonable notice to you, or for maintenance and repairs if unable to provide you reasonable notice and to show the Premises to prospective purchasers if the unit is for sale. If an emergency requires entry without notice, or on short notice as the case may be, to prevent or mitigate harm to person or property, you agree that such entry would be reasonable with such notice, if any, as is practicable under the circumstances.

b. Supplies; Laundering. We will supply bed linens, towels, and blankets for your use at the Premises. We will supply one (1) set of towels per Guest and one set of linens per bed (per listed occupancy of property). No additional linens or towels are provided during your stay. You are responsible for laundering any towels or linens that you wish to have cleaned during your stay. **Daily maid service is not provided as part of the rental**, but can be arranged for an additional fee if we are notified ahead of your arrival. The cleaning service that we provide is end-of-stay cleaning only. Approximately one day's worth of shampoo and conditioner and soap are provided, otherwise the Guest is responsible to supply their own toiletries.

c. Late Checkout. Late checkouts cause disruptions in our cleaning schedules. If you do not vacate the Premises by the required checkout time and we have not agreed in advance to extend your checkout time, then we may, in our discretion, charge you for an additional night's stay.

d. Dog Friendly. Some condos are dog friendly. You must disclose all pets present in the rental agreement. You are allowed a maximum of two small/medium (less 35lbs) dogs or one large dog. Dogs must be leashed and under owner supervision at all times when outside of the condo. It is your responsibility to refrain from bringing any dog on the property that has a mischievous or violent past or is high risk to exhibit such behavior. Dogs must be up to date on all vaccinations. Dogs are not allowed in the pool area or community room. You must pick up all excrement and immediately dispose of the waste in the dumpster. Pets are not allowed on the furniture, additional cleaning fees will apply.

e. Administrative Fees. All administrative fees under this Agreement are intended and agreed to be reasonable liquidated damages for our additional costs, which are difficult to calculate, resulting from noncompliance with or changes to our normal operating procedures. We may, in our discretion, charge the following Administrative Fees in addition to those provided for elsewhere in this Agreement and you agree that your consent to this Agreement is also your authorization to charge for or deduct from your Security Deposit the fees identified below should a Violation occur:

| Violation <i>(Whenever applicable to the Premises)</i> | Admin Fee |
|--|------------------|
| Any Pets in the Premises not specifically approved during reservation and in a "Pet Approved" property. | \$300 |
| Any Trash, including dog waste, left out in front of the Premises or outside of (not put in) the bear-proof trash enclosure. | \$100 |

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| Abuse or misuse of the hot tubs or pool, including any cigarette butts left in or around the hot tubs or pool, any trash, glass, or other items left. Entering/using the pool or hot tub area outside of the posted hours will result in the charge/deduction of this Fee. | \$200 |
| Smoking inside the Premises (including any patios or balconies) or any cigarette butts found on the Premises including the patios or balconies areas. | \$400 |

f. Choice of Law. Colorado law absolutely shall govern this Agreement and the interpretation of its provisions, without regard to conflict of laws principles or the domicile of any Guest.

g. Jurisdiction and Venue of Litigation. The exclusive venue and jurisdiction for any dispute arising from or related to this Agreement, or any breach thereof, shall exist exclusively in any court of competent jurisdiction within THE COUNTY AND STATE WHERE THE PREMISES ARE LOCATED. The prevailing party shall be awarded its court costs and reasonable attorney’s fees in addition to such other relief to which it may be entitled under applicable law.

h. WAIVER OF JURY TRIAL. IN CONNECTION WITH ANY DISPUTE OR CONTROVERSY ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, OR ANY BREACH THEREOF, OR THE USE AND OCCUPANCY OF THE PREMISES, EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ANY AND ALL RIGHTS TO A JURY TRIAL AND ELECTS TO HAVE THE MATTER HEARD BY THE COURT SITTING WITHOUT A JURY.

i. Waiver. The non-enforcement of any right or remedy under this Agreement by Agent or Owner shall not be construed as a waiver nor shall it preclude the exercise of any such right or remedy.

j. Execution. Separate copies of this document may be executed by the parties. When each party has executed a copy, such copies taken together shall be deemed to be a full and complete contract between the parties. Facsimiles or emails of original signatures shall be treated as original signatures.

k. Entire Agreement. This Agreement (also including the Confirmation/Cancellation Agreement and Appendix A) contains the entire agreement between the parties concerning its subject matter, and supersedes all prior representations, agreements, understandings and promises, whether written or oral, concerning such subject matter. This Agreement shall not be amended or modified except by a written document signed by both parties. An authenticated electronic mail correspondence acknowledged and signed by both parties shall qualify as such a document. **By signing this Agreement, you agree that you have read and agree to the Terms and Conditions contained within and in Addendum A and the Confirmation/Cancellation Agreement.**

l. Binding Agreement. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, personal representatives, executors, administrators, successors and assigns.

m. Non-Assignable. You may not assign to any other person or entity any of your rights or obligations under this Agreement.

____ (INITIAL) **NOTICE: THIS DOCUMENT HAS LEGAL CONSEQUENCES AND, WHEN SIGNED BY YOU BY HAND OR ELECTRONICALLY, IS A BINDING AND ENFORCEABLE AGREEMENT. ***PLEASE PRINT THIS ENTIRE AGREEMENT FOR YOUR RECORDS AND BRING IT WITH YOU TO CHECK-IN.**

This contract is legally binding 24 hours after making your reservation.

If you have any questions, please call us immediately at 970-325-6864. We look forward to your visit!

ADDENDUM A

POLICIES AND PROCEDURES

- OCCUPANCY** - The number of guests occupying a property is limited to the number stated on the rental confirmation with the exception of a child requiring a crib. These limits are strictly enforced. **Exceeding the specified occupancy constitutes a breach in the rental agreement and may lead to termination without refund of rent.** **NOTE:** Children that are 4 years old or younger are not required by the owners to have a bed; all other children and adults do as sleeping on floors, sleeping bags, sofas, airbeds, etc. is not allowed.
- KEY PICK UP TIME is from 3:30 P.M. – 6:30 P.M.** – Keys may be obtained after 6:30 PM from a lockbox located on the stairway of the building that your condo unit is located. Please request the lockbox code via phone or email. Early check-in may be available for a charge of \$100. You must give us at least 24 hours notice, and we are likely to not be able to accommodate any check-in prior to noon. **Check-Out Time is 10:30 A.M.** – Because these are homes and not hotel rooms extra time is required to prepare the unit for the next guest. Late checkout is \$50 for less than one hour and \$100 if more than 1 hour and less than 2 hours late. Checking out later than 2 hours past check out will result in a charge for an extra night stay, however, you will not be allowed to stay for an extra night. **Keys:** Please return the keys to the office at check out. There is a \$5 fee for each missing key.
- PARKING (VERY IMPORTANT)** – Fall River Village has very limited parking and therefore for the fairness and convenience of its guests, the parking policy is strictly enforced. **ONLY ONE PARKING SPACE IS PROVIDED FOR EACH UNIT AND THERE IS NO VISITOR PARKING ON SITE.** Please plan accordingly. Only vehicles of standard dimension will be allowed to park in a space. You will be issued one parking pass per unit upon arrival. Please ensure the parking pass is in plain sight inside your vehicle at all times when on the Property. **VEHICLES WITHOUT A PARKING PASS WILL BE TOWED AT VEHICLE OWNERS EXPENSE. Parking in a second space will leave another guest without a place to park.**
- ACCOMMODATIONS** – Guest acknowledges and understands that the premises Guest is renting is an independent private home and not a hotel room. The owner has furnished the unit with basic needs for housekeeping, cooking, etc. linens, pillows, blankets, etc. have been provided. Condiments, spices, and cleaning supplies may not be provided and specialty items may vary. **IF A GUEST IS RENTING MORE THAN ONE HOME OR CONDO, WE ASK THAT YOU DO NOT MOVE ITEMS FROM ONE UNIT TO ANOTHER. GUEST WILL BE CHARGED FOR MISSING ITEMS.** Pools, hot tubs, BBQ's, fire pits, and other special amenities will be maintained as well as possible, but no refunds will be given with regards to the non-working condition of these special amenities.
- AIR CONDITIONING** – Few mountain properties in Estes Park have air conditioning because the nights are cool and there is a very brief season when the days get warm enough to need one. **Even though some of the thermostats at Fall River Village have a setting for A/C, there is no A/C.**
- TRASH** – Guests are responsible for the removal of trash from their unit. **ALL TRASH MUST BE TAKEN TO THE DUMPSTER AND PLACED IN THE BROWN BEAR-PROOF DUMPSTER. DO NOT LEAVE TRASH OUTSIDE THE CONDO for any amount of time.** Trash left outside the unit or in front of the unit will result in a \$100 charge deducted from the Damage Deposit. Not only is this unsightly and dirty for the other guests, but it may attract wild animals to your unit creating a safety hazard for the Guest and animal.
- ROCK CLIMBING** – Climbing the rock walls on or around the property is strictly prohibited.

8. **POOLS AND HOT TUBS** – Guest acknowledges and understands that the common pool and hot tub areas are available for Guest use provided that Guest abide by the pool and hot tub rules posted in that area and that **GUEST'S USE OF ANY POOL/HOT TUB IS AT GUEST'S OWN RISK**. Guest's failure to observe pool and hot tub rules and hours of operation may result in the termination of Guest's privilege of use of these facilities. **Guest further acknowledges that at no time will there be a lifeguard on duty in any of the pool or hot tub areas.**
9. **COMMUNITY FIRE PIT AREAS** – The fire pits are for Guest enjoyment but must be used responsibly and according to community rules and not past 10:00 PM. Be aware that fire pit usage will be banned during periods of fire bans or restricted during periods of high winds or extremely dry weather. **Guest is responsible for the safety and safe use of those in their party and must ensure the fire is completely out when leaving the fire pit at the end of use.** Wood is available at the local Safeway grocery store and ACE Hardware.
10. **MAINTENANCE / REFUNDS** - All equipment in each home or condo should be in working order. Please report any inoperative equipment/services to the on-site employee immediately. **Unless agreed to by the management or homeowner, there will be no reduction of rent or refund for any mechanical failure of heating unit, dishwasher, washer, dryer, TV, fireplace, toaster, or other appliances.** We will make every reasonable effort to have the problem corrected or relocate you to another rental unit if the problem cannot be corrected. In the event the problem has a material impact on habitability of the unit and cannot be corrected and no other rental units are available guest will have the option to cancel the reservation and receive a full refund of monies paid for any unused rental nights. **While rare, all pools/hot tubs are subject to temporary closing due to extenuating circumstances. No refund or rent reduction will be given if this occurs.** While we understand that maintenance issues can arise at any time, we ask that any after-hours maintenance request(s) be of an emergency nature only. If a maintenance request is deemed to be a non-emergency, we will make every effort to correct the problem as soon as the office re-opens the following day.