



## RENTAL TERMS AND OBLIGATIONS

### Whispering Pines Retreat

1. **Payments.** Payment is required within 3 days of receiving the Rental Agreement and Confirmation form. If not received by requested date, the reservation will automatically cancel without further notice. This Agreement shall be binding when the Property Manager has received the signed document and requested rental payment. The balance of the Rental Fee will be due 60 days prior to your arrival and will be automatically charged on the card of record. Following receipt of the completed Rental Agreement and all payments due, a check-in confirmation letter will be sent to Responsible Party.

2. **Accommodations.** This unit is a privately owned and is being shared with our Guests. Every effort has been made by Property Manager to accurately describe the property and its amenities. The Home is equipped with basic housekeeping items and kitchen utensils. One set of linens will be provided for each bed and one set of towels will be supplied for each person in the Rental Party. Neither Property Manager or Owner shall be responsible for errors in printing, changes made by Property Manager or Owner, or matters beyond our control, e.g., noise, construction, weather, etc. Complaints regarding accommodations should be made immediately so Property Manager can attempt to rectify same. Substitutions/refunds cannot be made upon arrival or in circumstances as explained above.

3. **Cancellations.** **If a written notice of cancellation is received at least 61 days or more prior to the Rental Arrival Date and we are able to rebook the property, all advanced deposits will be refunded less 10%. Unfortunately, NO REFUNDS ARE AVAILABLE LESS THAN 60 DAYS PRIOR TO RESERVATION DATE.**

4. **Restrictions – Pets/Smoking.** **Absolutely NO PETS ARE ALLOWED IN THIS VACATION HOME UNLESS A PET ADDENDUM HAS BEEN FILLED OUT. Absolutely NO SMOKING IS ALLOWED IN THE HOME. THE MAXIMUM NUMBER OF GUESTS IN THE HOME IS LIMITED TO 14.** Violation of any restriction stated herein is considered a non-negotiable breach of the Rental Agreement and grounds for immediate eviction without refund and without exception. Smoking inside the premises (including garage or porches) or any cigarette butts found on the premises including the porch areas will result in a \$400 charge.

5. **Guest Obligations.** a) Reasonable and orderly conduct is expected by all Guests and guests of Guest while on the Rental Property with respect given to the terms of this Rental Agreement, the Home and contents, the law and the neighbors. b) Guests are responsible for any damages as outlined in the insurance policy purchased; c) Guests agree to indemnify and save Owner and Property Manager and all its employees and agents, free and harmless from any liabilities, but not limited to, any claim or liability for personal injury or damage or loss of property which is made, incurred or sustained by Guests (leaseholder) or guests of Guest except only such personal injury caused by the neglect or intentional acts of Property Manager or the Owner. Should any of the terms of this Agreement be breached by Guest and which result in legal action on the part of the Property Manager or Owner against Guest(s) and Property Manager or Owner prevails in court or a settlement is reached, Property Manager shall be entitled to collect from Guest all costs of said legal action, including, but not limited to, attorney's fees.

6. **Keys and Lockouts.** You will be given a lockbox code on the day of your arrival to gain access to the home. There are no keys given to this home but rather a code to the garage man door for access.

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7. **Lost and Found.** Guests shall be responsible to check thoroughly for belongings prior to departure. Property manager shall not be responsible for lost or misplaced personal belongings. Recovered items will be held for 10 days following departure and will be returned only upon request. Items will be returned by USPS at guests cost plus a \$15.00 service fee and will be charged to the credit card on record or payment must be received prior to shipping articles. Firearms/weapons should not be in or on the Rented Premises and will not be returned by mail, but will be released to the local law enforcement agency.

8. **Non-availability.** Should the Home become unavailable for any reason whatsoever during the confirmed Rental Period, Property Manager shall inform Guest when the non-availability is certain, and in advance of check-in whenever possible and in such case, all pre-paid rental monies will be immediately refunded. Property Manager or Owner is not responsible for finding or securing replacement accommodations and Guest is responsible for payment of any rental amount on a substitute location.

9. **Occupancy. The Rental Period begins at 4:00pm on the Arrival Date and ends at 10:00am on the Departure Date.** ALL RENTALS ARE TO FAMILY OR BUSINESS GROUPS AND/OR RESPONSIBLE ADULTS ONLY OVER THE AGE OF 30. The Responsible party must remain in occupancy of Home during the entire Rental Period. Rental is restricted to the stated number of occupants as approved for each rental (maximum 14 persons). Occasions such as weddings, receptions or "parties" which increase the stated occupancy, event for a few hours, must be approved in writing by Property Manager prior to the execution of the Rental Agreement. A listing of the additional guests must be submitted in writing at least 10 days prior to the rental period. The Rental Fee and Cleaning/Damage Deposit for such approvals are subject to increase at Property Manager's discretion. Property Manager or Owner shall have the right to deny occupancy, evict, or refuse entry to anyone at any time who appears to be detrimental to the property.

10. **Early Check in/Late Check-out.** Early check-in and late check-out causes disruptions in our cleaning schedules. If you arrive early or check out late and we have not agreed in writing to this change, we may, at our discretion, charge an administrative fee of \$100. **Check-in is 4pm – check-out is 10am.**

11. **Outdoor grilling.** Many local fire ordinances prohibit grilling on decks or in or near structures due to fire hazards. Guests shall use the utmost caution when grilling and shall do so on the deck outside the dining area. There are no open fires permitted on this property.

12. **Repairs/Right of Entry/Refunds.** Report all inoperative, damaged or missing items to Property Manager immediately. Service may need to be scheduled and may require parts be ordered. Problems will be corrected as soon as possible. Priority will be given to heat, refrigerators, plumbing, water or electrical problems. Property Manager, Owner or Property Manager agents/employees, contractor or repairman, shall have the right for entry at any time. No refunds shall be issued for delay in check-in or early check-out for any reason, damage to Guests' belongings due to malfunctioning equipment or appliances, mechanical failures, electronics, interruption or loss of utilities, including television cable or phone, inclement weather or other acts of God.

13. **Damage Insurance.** A non-refundable damage insurance policy is required so that the Property Manager/Owner can reasonably recover costs of damages incurred accidentally or willfully by Guest. Please respect the property as you would your own and vacate it in as good or better condition as found, reasonable wear and tear expected. Unreported problems found on inspection will be charged against the Damage Insurance Policy. Service calls made necessary by actions of guests or visitors shall be solely at Guest's expense. Meeting the satisfactory standards at check-out will help to ensure no additional charges will be necessary. (Refer to Check-out Procedures) Late check-outs are unauthorized and will result in an additional charge of \$50 for every half hour past the stated check out time of 10:00am starting at 10:15am. Damage costs exceeding the damage insurance shall be the Guest's responsibility and must be paid to Property Manager within 30 days of the billing notice.

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14. **Telephone/Television/Internet.** In the technology age we are in, land lines are no longer available or installed in any of our rental units. Most cell phone companies have excellent reception in our area however there may be “bad cells” in certain areas and must be expected. If you rent, order, or purchase any cable TV programs that is unauthorized or pre-approved, you will be billed for that program on the credit card on record. The Property Manager has up to 60 days after your departure to charge that amount to your card.

15. **Hot tub** This home provides a hot tub for your enjoyment. The guidelines for use are on the last page of this document and must be followed to avoid additional charges. Misuse of the tub is strictly prohibited.

16. **Fair Housing Law.** Property Manager/Owner understands that in renting or leasing the property, Property Manager/Owner must fully comply with all laws and regulations which prohibit discrimination on the basis of race, color, creed, national origin, sex, familial status, children or the handicapped.

Rates, descriptions, furnishings, and availability are subject to change without notice.

This document including the following contains the entire agreement between parties and may not be amended.

**APPENDIX A**  
**POLICIES AND PROCEDURES**

1. **Check-In Time.** Check is time is after 4pm
2. **Check-Out Time.** Check out time is no later than 10:00am
3. **Cleaning.** The premises are cleaned after every rental period. Before check out, you must:
  - a. Place all trash in the receptacles located outside the premises or as instructed in the book – for **Boardwalk #2 and #3** you are responsible for placing your garbage in the green “Pay as you Go” trash bags located under the kitchen sink and taking to the trash collection site in Grand Lake by the Grand Lake Fire Station as you exit town. At **Shadow Mountain Oasis**, you are responsible for placing all bagged trash in the green “Pay as you Go” trash bags and leave in the garage for our crews to dispose of
  - b. Clean and reshelv all dishes or place in dishwasher and begin cleaning cycle
  - c. Leave all beds unmade – if you used a sofa sleeper or futon, strip the sheets leave by bed
  - d. Leave all towels in the tubs or showers – DO NOT leave on carpeted areas
  - e. Clean out all leftovers or perishable foods in the refrigerator
  - f. Close and lock all windows and doors
  - g. Check washer/dryer for any belongings you may have forgotten
  - h. Return the keys as instructed to the lock box and to the kitchen counter
  - i. If a garage door opener was given, please leave on the kitchen counter with the unit keys
  - j. **IMPORTANT:** if you move any furniture in the house or outside on the decks or patios, it is your responsibility to move it back. Failure to do so will result in a \$100 charge on your credit card.
  - k. Each unit is supplied with basic cleaning tools such as All Purpose spray, rags, broom, dustpan, and window cleaner. Please feel free to use this to keep the unit in order.
  - l. If you have a pet with you, it is your responsibility to clean up any and all pet refuse prior to your final departure. Failure to do so will result in an additional charge of \$150 for our housekeeping teams to ready the unit for the next guests.
  - m. Please leave the unit in order and readiness for our housekeeping teams
4. **Pet Policy.** Pets of any kind are not allowed in the unit unless a Pet addendum has been filled out and approved prior to your arrival in our pet friendly units ONLY. (call us for a list)
5. **Smoking Policy.** Smoking is NOT allowed at the unit at any time including garage, porches, balconies, decks.
6. **Lost and Found.** If you leave something behind, call us and we will make every effort to locate and return it to you C.O.D. Items unclaimed after 15 days will be donated to a charity of our choice. We are not responsible for items left behind.
7. **Repairs.** If you have an emergency involving the unit, please call us at 970-531-6750 or after hours and leave a message. We will return your call as quickly as possible. Environmental stress combined with heavy guest use can cause equipment to malfunction or fail. If you experience any problems with equipment during your stay, please CALL US IMMEDIATELY, and be patient while we work to solve your problem as quickly as possible. Emergencies we respond to after hours are plumbing, heat, electrical. All other concerns will be addressed during normal business hours of 9am to 5pm

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8. **You may not** keep or have on the premises or in the units:
  - a. Any unlawful or controlled dangerous substances
  - b. Anything of a dangerous, flammable, or explosive character
  - c. Anything that might substantially increase the risk of fire or other hazard on the premises or in the unit, or that might be considered hazardous materials under federal, state or local environmental laws
  - d. If a fire ban is in place, you may NOT have any outside fires for any reason. Criminal charges may be brought against you if you ignore this rule.
9. **You must keep** noise levels within the Premises or in the unit at a reasonable level at all times, and must not do anything that might interfere with the use of other units near the Premises. Quiet time at all Grand Concierge properties is 10pm to 8am.
10. **You must obey** all parking signs and posted regulations and restrictions in connection with the Premises
  - a. At Arapahoe Forest Townhomes, you may park one car in the garage and one in the driveway outside the garage. Other parking can be found by the dumpster to the right. DO NOT BLOCK DUMPSTER.
  - b. At Shadow Mountain Estate – parking is allowed in the garage for one car – 2-3 cars in the driveway and to the right of the home. NO PARKING at the top as you enter the property. That is reserved for other homeowners in the area.
  - c. Parking at Boardwalk #3 is located behind the unit for one car in the #3 slot by the steps. Additional parking is located on the street in front of the unit or below in the parking for the lake.
  - d. Parking at Boardwalk #2 is located behind the unit for one car in the #2 slot in the middle. Additional parking is located on the street in front of the unit or below in the parking for the lake.
  - e. At The Timbers #145 and Timbers #150 parking is located in the garage and/or the driveway for that unit ONLY. Additional parking can be found in designated areas clearly marked in the complex. DO NOT park in other owners driveways or block their access
  - f. At Crestview Downtown, parking is on a first come/first serve basis under the building. If additional parking is needed, please park in any spot behind Winter Park Station that is available and not designated for permanent resident of the building.
  - g. Parking at Mountain Sky is in the garage or in the driveway directly in front of the garage. DO NOT block the access of the other unit to their own parking. Additional parking for you and your guests may be found at the end of the street or in front of the unit.

A copy of this document will be provided in a binder located in the home for your convenience. You are responsible for reading and understanding the contents prior to arrival and adhering to the requirements posted within.

## INSTRUCTIONS AND WARNINGS FOR USING THE HOT TUB

The hot tub has been professionally cleaned and chemically treated after each guest to ensure the water has been correctly balanced. Hot tub use is strictly **at your own risk**. Hot tubs pose similar risks to swimming pools, as well as having their own dangers. Below are **hot tub safety rules** that all guests need to be aware of before using the tub.

1. **The hot tub** is to be used responsibly and is not to be used as a substitute wading pool by children. Allowing children to jump or dive into the water is not permitted under any circumstances. Children under 16 must not use the hot tub unsupervised at any time.
2. **Please** shower before using the hot tub to remove make-up, sun-screen, insect repellent or any other oil-based products. Please use the restroom when necessary.
3. **It is** recommended that you have someone in the hot tub with you. If you choose to ignore this advice and elect to use the hot tub alone, make sure a responsible person inside the property is aware that you are in the hot tub and how long you have been in.
4. **Do not** use the hot tub if you have a medical condition without discussing it with your doctor first; your doctor may advise you about specific temperature settings, how long it is safe to stay in, and any warning signs that you may be in trouble. Do not use a hot tub if you are taking any medication that makes you drowsy or affects your circulation; if necessary, check with your doctor. Pregnant women and the elderly need to consult their doctor before using the hot tub.
5. **Do not** use the hot tub if you are under the influence of alcohol or drugs as your judgment will be impaired and you could become unconscious and drown.
6. **Be aware** of the amount of time you have been in the tub. Soaking in the warm water can raise your body temperature to dangerous levels. 15-minutes in water no warmer than 104 degrees Fahrenheit is considered safe; if you want to use the hot tub for a longer period, take a break. Soaking in the warm water can dehydrate you, which could lead to nausea, dizziness, or fainting. Take breaks from the hot tub and drink water before getting back in.
7. **Do not** take glass cups or glass bottles near the hot tub.
8. **Do not** remove the filter cover or tamper with the sanitizer floating device.
9. **Smoking is NOT** permitted in or around the hot tub.
10. **People** with cuts or external infections should not use the hot tub.
11. **Be sure** to replace the cover on the hot tub whenever it is not in use and ensure proper use of cover lifter.

**\*Overuse or abuse will also cause the tub water to turn cloudy and will render the tub unusable. If this occurs, please notify The Spa Man (970-887-3045) immediately as the hot tub will need to be treated to ensure a proper sanitation level. Skin conditions may arise from using the hot tub when the water is cloudy or smelling unpleasant.**

### DAMAGES TO HOT TUBS:

**Hot tub and the cover will be inspected after each rental.** Please keep soaps, bubble baths, bath oils, cigarettes, alcohol and food away from the hot tubs. Do not add any chemicals to the hot tub. If these items are used/added to the hot tubs, an additional cleaning fee could be assessed. Covers should be kept on the hot tubs whenever the tub is not in use.

For further information: Colorado Department of Public Health and Environment- Water Quality Control Division- Swimming Pools and Mineral Baths.