

Rocky Mountain Getaway, LLC

842 Stony Passage Lane, Lewisville, TX 75056

Cell: 303.618.8238 ▪ Hm: 972.899.1768 ▪ Direct Wk: 972.899.2417 ▪ Fax: 972.899.2437

E-mail: llp@mysticcapital.com

<http://www.vrbo.com/44689>

Thank you for inquiry about our Rocky Mountain Getaway condo. We know you will enjoy your stay in the Vail Valley...and will enjoy the amenities and convenience of our condo!

Your reservation is confirmed once (1) the reservation deposit and a signed copy of the attached rental agreement have been received by Rocky Mountain Getaway, LLC and (2) a confirmation letter is sent from Rocky Mountain Getaway, LLC to you. As such, timely execution and mailing is necessary in order to confirm your reservation.

You may pay the deposit and/or total amount due by check or with a Visa/MasterCard. However, if paying by check, we require a credit card number on file to hold in case of any damages to the Rental Property.

In order to confirm your reservation please do the following:

1. Review the attached rental agreement to make sure you understand and agree to all of its terms,
2. If paying by credit card, please (1) print and sign the rental agreement and credit card authorization form and (2) return to: *Lorna Gunnensen, Rocky Mountain Getaway, LLC, via e-mail, fax 972.899.2437 (no coversheet is necessary as this will go directly to my home office) or via mail to 842 Stony Passage Lane, Lewisville, TX 75056. If mailing, please call and advise that these documents are en route and provide a credit card authorization via telephone to secure the reservation.*
3. If paying by check, please (1) make your check payable to *Rocky Mountain Getaway, LLC*, (2) print and sign the rental agreement and credit card authorization form and (3) mail to: *Lorna Gunnensen, Rocky Mountain Getaway, LLC, 842 Stony Passage Lane, Lewisville, TX 75056. Please call or e-mail and advise that these documents are en route and provide a credit card authorization via telephone to secure the reservation. Alternatively, please fax the rental agreement, credit card authorization form and copy of the check to 972.899.2437 (no coversheet is necessary as this will go directly to my home office) to secure the reservation while the check and rental documents are en route.*

Once your signed rental agreement and deposit are received, we will send you a receipt and confirmation letter. Upon receipt of the remaining balance (due at least 30 days prior to arrival), we will send directions and check-in instructions. Should you have any questions, please contact us at one of the phone numbers listed above.

Thank you,



Lorna L. Gunnensen
Owner



Thomas E. Gunnensen
Owner

Rocky Mountain Getaway, LLC

We look forward to having you stay at our “Rocky Mountain Getaway”. Please (1) review this document in its entirety, (2) **complete and fax pages 5 and 6**, and (3) fax or e-mail pages 5 and 6 to 972.899.2417 or e-mail to lp@mysticcapital.com.

RENTAL AGREEMENT:

This Rental Agreement (this “Agreement”) is entered into between Rocky Mountain Getaway, LLC, (“Owner”) and you (“Renter”).

THE PARTIES FURTHER AGREE THAT:

1. *Rental Property:* This Agreement sets forth the terms and conditions relating to the rental of a 2 bedroom, 2 bathroom condominium located at 240 Chapel Place, Rental Property #207, Avon, Colorado 81620 (the “Rental Property” or “Condominium”).
2. *Confirmation/Cancellation:* A 50 percent deposit is required to confirm your reservation and must be delivered concurrently with the execution and delivery of this Agreement. The balance is due 30 days prior to arrival. There is a cancellation fee of \$100.00 if cancellation is made 30 days prior to arrival date. For cancellations made less than 30 days prior to arrival date, the total rental amount will be forfeited. Partial refunds may be granted at the sole discretion of the owner based on recovery of lost revenue through re-booking of Rental Property. For additional protection, we recommend that you purchase Trip Cancellation Insurance. There are many websites that offer this type of coverage including <http://www.insuremytrip.com>. The owner has no affiliation with this website and assumes no liability whatsoever should you choose to purchase Trip Cancellation Insurance through this or any other website.
3. *Check-In & Check-Out:* Check-In time is 4:00 p.m. – Check-out time is 10:00 a.m. One day’s rent will be charged if the Renter is not checked out by 10:00 a.m. A late check out may be available upon the prior written approval of the Owner.

At Check-Out Time, the Renter shall return possession of the Rental Property to the Owner in the same condition of cleanliness, order and repair as it was when the Renter took possession at check-in time. Without limiting the generality of the previous sentence, the Renter shall do all of the following prior to check-out:

- (a) Remove all bed linens and leave them on the floor, in the respective bedroom, between the bathroom door and the bed;
 - (b) Leave all dirty towels in the bathtubs;
 - (c) Clean all appliances and work surfaces in the kitchen;
 - (d) Ensure that all dishes, pots and pans and utensils are cleaned and put away or loaded in the dishwasher and started prior to departure;
 - (e) Remove and dispose of any food in the refrigerator, freezer and cabinets and leave the refrigerator in a clean condition;
 - (f) Clean up any spills in stove burners, range top and oven;
 - (g) Ensure that all trash is bagged, taken out and placed in the trash bins located in the garage (next to the entrance on the east side);
 - (h) Set the thermostats in the living room and each bedroom should be set at 62 degrees; and
 - (i) Return both sets of keys to the hooks next to the front door. Use the key in the lockbox to lock both door locks. **Return the key to the lockbox and insure that it is relocked prior to departing.**
4. *Registered Occupants:* The Renter agrees that no more than 8 people will occupy the Rental Property at any time. All occupants of the Rental Property must be listed in this Rental Agreement and each occupant the age

of eighteen (18) years and over shall be equally responsible for observing the Terms and Conditions specified in this Rental Agreement. Each adult occupant will be jointly and severally liable for any and all damage done to the Rental Property beyond normal wear and tear. The Renter's signature certifies that Renter is twenty-five (25) years of age or over, has read this Agreement in its entirety, and understands that breaches of any terms or conditions of this Agreement can and will result in the termination of the occupancy and responsibility for additional payment related to damages.

5. *Noise:* The Renter shall not make or permit any excessive, disturbing or annoying noise in or on the grounds of the Rental Property by himself, his family, agents, servants or visitors, nor permit such persons to do anything that will interfere with the rights, comforts, or conveniences of neighbors or persons in the surrounding area.
6. **No Pets: No pets are allowed in the Rental Property at any time.** If evidence of pets in the Rental Property is found after check-out, the Renter, will be assessed the costs associated with cleaning the Rental Property.
7. **No Smoking: The Rental Property is a non-smoking property.** If evidence of smoking is found after checkout, the renter will be assessed the cost of removing the smoke residue and odor from the Rental Property.
8. **No Illegal Drugs:** There shall be no use of any illegal drugs by the Renter, any occupants or any guests, invitees or visitors in or on the grounds of the Rental Property.
9. *Consumption of Alcohol:* There shall be no consumption of alcoholic beverages in or on the grounds of the Rental Property by any minor less than twenty-one (21) years of age, and there shall be no congregation or drinking in the hallway or balcony of the Rental Property.
10. *Complaints:* Any complaints to the Police Department concerning the behavior of the Renter, Renter's family, or other occupants, guests invitees, or visitors while occupying the Rental Property shall, at the Owner's sole option, result in immediate termination of this Rental Agreement with regard to the Renter's right of occupancy.
11. *Right of Access:* The Owner or the Owner's agent shall have the right, but not the obligation, to enter into the Rental Property and upon the premises, at all reasonable hours, to investigate disturbances, check occupancy, check for damage, to make such repairs, alterations or improvements thereto as the Owner may deem appropriate, but the Owner agrees not to exercise this right in such a way as to unreasonably interfere with the Renter's quiet enjoyment of the Rental Property.
12. *Trash:* Trash bins are located inside the entrance of the garage. Trash should be disposed of regularly and upon departure all trash, and food in the refrigerator and cabinets, must be disposed of in these bins.
13. *Parking:* Parking for the Renter is available, but not guaranteed, in the underground parking garage. Make every effort to park in front of the locker labeled "207"; however, this is a suggested, but not an assigned parking space. Unless otherwise marked, all parking spaces are available for guests of the building.
14. *Telephone:* Telephone service is provided for local, long distance and toll free calls. The telephone number to the Rental Property is 970.949.1905.
15. *Utilities:* The Owner agrees to pay the normal and usual cost of utilities such as water, electricity, gas, and trash removal during the lease period.
16. *Cleaning:* The Renter is responsible for cleaning and laundry during the leased period. The Renter is responsible for cleaning and/or replacement, or repair, of household effects and premises that are soiled or damaged at the end of the lease period, to the satisfaction of the Owner or its agent. The Owner is responsible for arranging, and the Renter is responsible for payment of, "final" cleaning at the end of the lease period.

Renter's payment will be scheduled and collected by the Owner, unless otherwise waived based upon the terms of the Rental Agreement.

17. *Damage to Rental Property and Contents:* The Renter and all registered occupants of the Rental Property shall be jointly and severally liable for all damages caused during their occupancy (wear and tear arising from a reasonable use of the same, and damage from the elements occurring without fault or neglect of the Renter excepted). The Renter and the registered occupants will be held responsible for any breakage, abnormal wear and tear, and excessive cleaning if necessary. All damages will be charged accordingly. Renter agrees to provide the Owner with a credit card number as security for any damages. The Owner agrees not to charge the card for said damages without providing the Renter with written notification and documentation of damages and related charges necessary to restore the Rental Property and its contents to their original condition. The renter will be responsible for attorney's fees and costs, if incurred, in the collection of damages.
18. *Lock-Out Policy:* In the event the Renter and/or other registered occupants are locked out of the premises, the Renter must contact the Owner for a replacement key. If a locksmith is required, the Renter will be responsible for payment of the locksmith's invoice.
19. *Renter's Personal Property:* The Renter will remove all personal property belonging to the Renter or other occupants of the Rental Property at the end of the rental period. Any property that is left on the premises becomes the property of the Owner and may be thrown out. Any expenses incurred for removal of the Renter's property will be deducted from the security deposit.
20. *Common Area Rules and Regulations:* The Renter will comply with all rules and regulations that apply at Chapel Square and shall be entitled to the use of all guest facilities, including the hot tub, sauna and fitness room.
21. *Force Majeure; Travel Insurance:* The Owner shall not be liable for events beyond the Owner's reasonable control which may interfere with the Renter's occupancy of the Rental Property, including but not limited to acts of God, acts of governmental agencies, fire, strikes, war inclement weather or noise from nearby construction sites. NO REBATE OR REFUND will be offered in these circumstances. As noted in Paragraph 2 above, the Renter may wish to purchase Trip Cancellation Insurance.
22. *Amendments; Assignments and Subletting:* This Rental Agreement can be amended or changed only by an agreement in writing signed by both the Renter and Owner. The Renter may not assign this Rental Agreement or sublet the Rental Property under any circumstances.
23. *Indemnification:* The Renter hereby indemnifies, defends and holds harmless the Owner from and against any and all liability, claims, damages, costs or expenses whatsoever incurred or suffered by the Owner arising out of, resulting from or in connection with (a) the Renter's breach of, or failure to comply with, any provision of this Agreement or (b) the Renter's use and occupancy of the Rental Property, including, but not limited to, any claim or liability for personal injury, death, or damage or theft of personal property which is made, incurred or sustained by the Renter. The term "Owner" as used in this Agreement shall include the Owner's heirs, successors in interest, assigns, employees, managers, and representatives where the context requires or permits. The terms "Renter", "You", and "Your" as used in this Agreement shall include the Renter's heirs, successors, assigns, guests, invitees, representatives and other persons on the Rental Property during the Renter's occupancy (without regard to whether such persons have authority under this Agreement to be on the Rental Property), where the context requires or permits.
24. *Minimum Age Requirement:* **The Renter must be 25 years of age or older to reserve the Rental Property and be present the entire stay.** Any rental obtained under false pretenses will be null and void, and the rental amount will be forfeited.

25. *Entire Agreement:* This Agreement, including any attachments incorporated by reference herein, constitutes the entire and sole agreement between Owner and the Renter with respect to the subject matter hereof, and correctly sets forth the obligations of the Owner and the Renter to each other as of the date hereof. Any agreements or representations by Owner to Renter with respect to the subject matter of this Agreement not expressly set forth herein are null and void.
26. *Attorney's Fees:* In the event that it is necessary to retain an attorney to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs required to do so.

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By signing below, I certify, under penalty and perjury, that I am 25 years of age, or older, I have read the preceding Rental Agreement in its entirety and I agree to be bound by all terms and conditions as set forth therein as the "Renter".

Signature of Renter

Date

First Name

Last Name

Driver's License Number

State

Date of Birth (MM/DD/YY)

Street Address

City

State

Zip

Home Phone

Cell Phone

Work Phone

E-mail Address

Emergency Contact Name (not in your party)

Emergency Contact Number

REGISTERED OCCUPANTS:

The following represent all Guests who will be staying in the Rental Property (Maximum of 8 people)

Name

Age

1) _____

2) _____

3) _____

4) _____

5) _____

6) _____

7) _____

8) _____

LEASE TERMS:

The Owner will lease the premises to the Renter per the following terms:

Renter's Name	
Rental Property	2 Bedroom/2 Bath condo located at: 240 Chapel Place, Rental Property #207 Chapel Square Avon, Colorado 81620
Check-In Date (4:00 p.m. or later)	
Check-Out Date (10:00 a.m. or earlier)	
Number of Nights	
Nightly Rate	
Subtotal	
Cleaning Fee (if applicable)	
Subtotal	
Sales & Lodging Tax (12.4%)	
Total Due	
Deposit (50%) (necessary to confirm booking)	

CREDIT CARD INFORMATION

Please print cardholder's name exactly as it appears on the card

Mailing Address:

Street Address Apt./Suite# City State Zip Code Country

Billing Address (if different from above):

Street Address Apt./Suite# City State Zip Code Country

Daytime Phone Evening Phone

Visa/MasterCard Number Card Verification Expiration Date
(Last 3 digits on back) (Mo/Year)

I certify, under penalty and perjury, that I am 25 years of age, or older, and am the holder of the credit card account provided. I hereby give Lorna Gunnerson authorization to use my Visa or Master Card to charge the amount listed above as payment for short-term rental on a condominium in Avon, Colorado. I also understand that should any significant damages to the condominium occur during my stay, I will be liable for all such damage and shall be charged on the credit card listed above for all repairs and/or replacements in the condominium.

Signature Today's Date