

Swoope Enterprises, LLC

TERMS AND CONDITIONS OF RENTAL / GUEST AGREEMENT

In consideration of the monies received and the mutual promises contained herein, we the owners (Owner) of the subject property hereby agree to give a license to use the Property to the undersigned, (herein referred to as Guest), on the property and dates described on the Reservation Confirmation, under the conditions stated herein.

Security Deposit: Guest agrees to provide Manager at check-in a major credit card to serve as a security deposit. Guest agrees to pay Manager or Owner the amount of actual damages to the Property arising from use of the Property, as well as for missing items, excessive clean-up and, if necessary, the cost incurred in removing Guest from the Property.

Smoke Detectors: Guests are reminded to check all smoke detectors upon check in and promptly report inoperative smoke detector(s) to Manager.

Property Inspections: All problems, including inadequate cleaning and damage, must be reported by phone to Manager within 24 hours of check in for prior guest to be held responsible. Manager reserves the right to enter premises at any time for the purpose of effecting necessary inspections, repairs or maintenance.

Notification: It is Guest's sole responsibility to inspect the Property upon arrival. In addition to inspecting the smoke detectors, Guest agrees to inspect the entire Property to ensure that it is free of hazards and properly equipped. Guest assumes the entire risk of injuries arising from use of the Property. Guest will ensure that the Property has a secure shower or bathtub mat, and that the Guest takes reasonable measures to prevent slips in the bathroom, on staircases, steps, on balconies and throughout the Property. Guest agrees to take a higher degree of care in the use of the Property because of the age of the structures on the Property.

Occupancy: The maximum number of occupants allowed in the Property is specified in the reservation. Overcrowding or misrepresentation is grounds for immediate revocation of the license to the Property and removal of Guest without refund. The Guest is the person who will occupy the Property. Parents may not book Properties for their children. The Guest must be present at the Property for the time of the reservation and take full responsibility for the Property. Small children are the responsibility of the Guest. Children should not roam free on balconies, climb on furniture, hang out of windows, or engage in other unsupervised activities. Use is at your own risk. Guest takes full responsibility for all lost or broken items and any damages to the Property of any kind.

Restrictions on Property Use: Guests are prohibited from engaging in any unlawful activity or any other activity that constitutes a nuisance. Violation of this provision will result in immediate eviction without refund, and Guest will be held liable for any damages to the Property, contents and grounds.

Pets: No Pets are allowed on the property at any time unless prior arrangements have been made with the property owner. Violation of the "No Pets" stipulation is grounds for immediate removal without refund.

Parking: Park vehicles only in garage or driveway of rental Unit, or in other designated areas. Parking on some streets is prohibited and parking on ALL county streets is prohibited. For a special event: parking permits may be available from the local police department. County permits may be obtained by calling the Summit County Sheriff=s Office at (970) 453-2232.

Linens and Maid Service: Your unit will be cleaned and stocked with all bed and bath linen and supplies prior to your arrival. There is NO daily maid service or linen freshening. In unit or onsite laundry facilities are available if you need to freshen linens. A mid stay clean is available upon request from Manager for an additional fee.

Noise: No persons shall cause or allow others to cause unreasonable noise while occupying an accommodation Unit. This noise ordinance is strictly enforced between 10:00 PM and 7:00 AM.

Disposal of trash: Place all trash in garage trash cans or other designated trash receptacle and keep garage doors closed during your stay. Leaving garbage outside is prohibited due to wind, bears and other animals. Please remove all trash from the unit upon your departure. If you have trouble locating the trash receptacles please call the manager at 970-468-9207.

I agree to follow the hot tub rules and instructions. If for any reason the hot tub malfunctions, I am responsible for contacting the manager immediately. I understand there are hot tub rules and regulations posted in the home by the hot tub that all persons using the tub must read. I understand overuse of the hot tub will cause the tub to shut off. I understand overuse may also cause the burn out of the jets and motors in the hot tub system.

Smoking Prohibited: All properties are nonsmoking properties and any form of smoking is prohibited inside the properties.

Keys: I agree to leave keys in unit upon my departure. Lost keys will be charged at \$15.00 per key.

Phone: I agree to pay all charges, including those due to **long distance phone calls** not charged to my credit card or calling card. All local calls are FREE.

Furniture and belongings: I agree not to move furniture, decorations or belongings from their original locations in the unit.

Personal Property Loss: Manager and Owner are not responsible for any loss or damages whatsoever due to the loss, theft or damage to Guest's personal property or to personal property owned by Guest's visitors including any vehicles whether owned, leased or rented.

Returned Checks: Guest will pay a \$50.00 returned check fee on each check returned by Guest's bank.

Subletting and Assignment: Guest may not sublet, sublicense or otherwise grant any rights to the Property.

Property Use: The Property may not be used for any activity in violation of local, state or federal laws, or Colorado Insurance rules and regulations.

Attorney's Fees: If Manager or Owner consults legal counsel or a professional collection service for collecting any amounts due to Manager or Owner under this Agreement, Guest shall be responsible for all costs of litigation and/or collection in case of such, including actual attorney's fees.

Limitations on Rental: Manager or Owner will not be liable for circumstances beyond their control, including but not limited to appliances or air-conditioning/heating failure, other mechanical failure, unfavorable weather, disruption of utility services including cable television, etc. Relocation, rental pro-ration or refund in the event of such circumstances is the sole discretion of the Manager or Owner. In the event Manager or Owner is unable to deliver the Property to Guest because of property sale, property Manager or Owner decision, fire, mandatory evacuation, eminent domain or Acts of Nature, or if the property is unavailable because of construction delays or lack of utilities, Guest agrees that Manager's or Owner's sole liability, as a result of any of these conditions, will be a full refund of all payments tendered by Guest. Guest expressly acknowledges that in no event will Manager or Owner be held liable for any other condition out of the control of the Manager or Owner, or for any incidental or consequential damages, including but not limited to, expenses that result from moving or for any other losses.

Tenancy: The Guest acknowledges that this is NOT a tenancy for the Property. The Property is not rented for more than 30 days and is taxed and treated as a transient occupancy, akin to hotel accommodations. Property laws do not apply to the license granted herein, and the Guest may be removed as a trespasser immediately upon termination of this license. The Property is rented on regular short term periods and for a significantly higher rate than a non-vacation rental. Often a Guest is scheduled to begin a vacation in the Property on the same day as the checkout day of another prior Guest. If Guest stays even one additional day, Manager would face significant logistical problems with the next Guest, including possible liability. As such, Guest agrees to vacate immediately on the checkout day at 10:00 a.m. Failure to do so will entitle Manager or Owner, in addition to all other remedies available to it, to have Guest ejected by law enforcement as trespasser and to physically remove Guest and all of Guest's possessions from the Property (for which Guest hereby grants permission and consent) and obtain damages and injunctive relief against Guest.

Indemnification: Guest agrees to release Manager and Owner from and against all liability should anyone be injured upon the premises during the term of occupancy resulting from any cause whatsoever, except in the case of personal injury caused by willful gross negligence on the part of the Manager or Owner.

Effective Date: Notwithstanding any thing to the contrary, this Occupancy Agreement is binding and effective when no signature is required, and Guest's affirmative assent to the terms is expressed by Guest's reservation of the unit. If Guest desires to terminate this agreement due to lack of assent, he/she must do so within three days of the date the reservation was made.

Governing Law: The terms and conditions stated herein will be interpreted by and governed under the laws of the State of Colorado and any action arising out of this agreement shall be litigated in the State of Colorado.

Attorney's Fees: In the event of any action or proceeding commenced by any party, the prevailing party in such action or proceeding shall be entitled to recover from the other party all cost and expenses thereof, including actual attorney's fees and cost.

Invalid Provisions: If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance hereof. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as a part of the Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid or enforceable.

Entire Agreement: This Agreement sets forth the entire understanding of the parties and supersedes all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof. No amendment or modification hereto shall be binding unless made in writing and signed by the parties hereto.

Waiver: The waiver by either party hereto of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of a subsequent breach of same provision by any party or of the breach of any other term or provisions of this Agreement.

Headings: Headings of the paragraphs herein are used solely for convenience and shall not be used for interpretation or construing any word, clause, paragraph or provision of this Agreement.

Signature Page

By signing below, I agree to all Terms and Conditions stated above and I voluntarily accept all risk of personal injury and property damage arising from my use of the Unit I am renting through the Manager or the Owner(s). I hereby agree that I, my heirs, personal representatives and assigns will not make a claim against the owners of the Unit or the Manager, its employees, agents or affiliated entities for any bodily injury or property damage arising from, or however caused by the Unit, the Manager, its partners, owners, employees, agents, and contractors. I agree that this release includes bodily injury or property damage caused in whole or in part by negligence, active or passive of the Unit or the Manager, its partners, their employees, agents and contracting parties. This release does not apply to liability for willful injury.

By signing below, I agree I am responsible for the care and security of the home during my stay. Neglect of the security and care of the home may result in additional charges billable to the credit card on file at the Manager's or Owner's. EACH HOME MAY HAVE ADDITIONAL INDIVIDUAL HOUSE RULES INSIDE THE UNIT. I AGREE TO ABIDE BY THESE RULES AS WELL.

Please complete the section below and fax or mail back prior to your arrival.

Guest Signature: _____ Date: _____

Printed Name: _____

Security Deposit. A major credit card is required to be on file to serve as a security deposit before room keys can be distributed. Charges are only billed to your card if damage or theft occur during your stay, or if extra ordinary housekeeping is required following your stay. You may disregard this request if you have paid for your reservations with a credit card and wish to use that card as your security deposit, or have sent a cash security deposit to the owner. Please complete the section below if neither of these scenarios apply. You may also provide this information by phone by calling (970) 468-9207. Thank you.

Credit Card #: _____ - _____ - _____ - _____ Exp: ____ / ____

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