

## ***VACATION RENTAL CONTRACT***

1. **Parties:** This vacation rental contract (the “Contract”) is a binding legal agreement between Salzamar Properties, LLC, a Colorado limited liability company, dba Morning Air Ranch (referred to herein as “Owner”) and you, the Guest (this term includes the Guest as a principal, all occupants in the Guest’s party (whether or not named on the reservation or included in the “head count” of the reservation), and all guests, visitors, or invitees of Guest to the Property during the term of Guest’s occupancy). The Parties hereby agree to the following terms and conditions of Guest’s short-term use and occupancy of the Property:
2. **Property:** This Contract pertains to the real property commonly referred to as 19 County Road 64A, Bailey, CO 80421 (the “Property”). The Property consists of 33 acres of land, the vacation rental home, and a small “dry cabin” that is not part of the rental agreement (not available for Guest use). The North Fork of the South Platte River (the “River”) flows through the Property.

While the banks and underlying streambed of the River are owned by Owner, the water in the River is controlled by Denver Water. The River may be used by Guest for recreational activities, including fishing, subject to state and local regulations and subject to common sense use and access by Guest. A Colorado fishing license is required on all waters in the state.

3. **Property Disclaimer, Acknowledgment, and Release:** Guest understands and acknowledges that the Property is in its natural and largely unimproved state, is heavily forested, has steep sections, including rocks, roots, holes, fencing and other potential hazards, and has a river running through it. This is a natural, free-flowing river with open banks and no access control. At certain times of the year the water may be fast and high, may be impeded by ice, or may otherwise be unsuitable for access or recreation. During these times the water, ice, and riverbed should not be entered due to possible safety hazards. Please pay particular attention to any children in your party to ensure their safety throughout your stay. In addition, the improvements and furnishings to the Property include stairs, a hot tub, bathtubs and showers, a bunk bed, a wood stove, a bridge, and other facilities that may pose a risk to Guest in normal use. Guest understands that no special

efforts have been made to “childproof” the home or Property. Guest acknowledges the risks inherent in its use and occupancy of such a property and agrees to exercise care in its use of the Property. Guest hereby agrees to release and hold harmless Owner from any and all liability relating to or resulting in bodily injury, illness, death, and/or property damage incurred on the Property during the period of Guest’s occupancy.

4. **Payment and Occupancy:** Payment for the rental shall be made through the online payment service of the booking channel used by Guest. Unless otherwise agreed to by the parties, payment shall be made in accordance with the payment policies outlined on the booking channel. Unless modified by Owner, this will be:

4.1. 50% of total reservation amount due at time of booking, and

4.2. 50% due 30 calendar days prior to the first night of Guest’s stay.

4.3. In the event of a conflict between the stated booking channel payment policy for this Property and this policy, the booking channel payment policy shall govern.

4.4. The maximum allowed occupancy of the home is 10 persons (with a maximum of 8 adults). Base rental is based on an occupancy of up to 6 persons. Any occupancy above 6 shall be charged additional rental of \$25 per person per stay.

5. **Term:** The term of this Contract shall be the rental period booked by Guest and approved by Owner on any booking channel. Those provisions relating to damage, liability, hold harmless and indemnity shall survive the expiration of the rental period and this Contract.

6. **Damage or Theft:** Guest is responsible for any and all damage caused by, or theft by, Guest during its stay, without limitation. In lieu of a damage deposit, Owner requires that Guest provide adequate protection for possible damage to the Property in the form of a Damage Protection insurance policy. Owner requires \$1500 in “first dollar” damage protection be secured by Guest. Such a policy can be acquired from CSA at the following website:

<https://www.vacationprotection.com/?tab=Damage-Protection>

- 6.1. Evidence of insurance shall be provided to Owner within 24 hours of booking via email at: [morningairranch@gmail.com](mailto:morningairranch@gmail.com). (This evidence is provided automatically via certain booking channels if insurance is paid for with the booking.)
- 6.2. Guest shall cooperate with Owner in filing any claim due to damage by Guest. Guest is responsible for any damage that would have been covered by the accidental damage insurance if Guests fail to advise the Owner of the damage and provide the necessary information that would allow the Owner to file a claim against the policy.
- 6.3. To the extent Guest causes damage in excess of the coverage limits of the damage protection insurance, Owner reserves the right to pursue claims and payment directly from Guest. Owner reserves the right to charge Guest for lost or removed linens, supplies, furnishings, art work, photography, etc.
- 6.4. Guest will be charged for any missing items reasonably attributable to Guest and not returned after notification. Owner will notify Guest of missing items and, in the event items were inadvertently taken, provide Guest the opportunity to return the missing items.
7. **Condition of Property:** Owner has, to the best of its ability, given an accurate description of the Property and its condition on the various booking channels. Owner's cleaning staff will have cleaned it before your occupancy. All electrical, plumbing and appliances should be in working order. Internet, WiFi, and Netflix service are provided, but consistent service cannot be guaranteed due to our somewhat remote location. When you arrive, if you find that the house has not been cleaned to normal standards or something is not working properly, please notify Owner immediately. Owner will do its best to have tradesmen attend to the problems but may not be able to fix everything over holidays and weekends.
8. **Use and Care of Property:** Check-in time is 4:00 p.m. Guest shall have sole and exclusive access to the Property during its occupancy period, except in the event of emergency. Owner shall provide working utilities and furnishings for Guest use including pillows, linens, blankets, towels, kitchen towels, comforters, throws, beach towels (for the hot tub), hand

towels, wash cloths, kitchen equipment, dishes, games, books, television, hot tub, deck furniture, etc. Guest shall maintain these items in reasonable condition and care and ensure they remain in the home upon departure. Guest shall not turn off heat, leave windows open during inclement weather, or otherwise endanger the safety or security of the Property.

8.1. Cleaning. Guest is responsible for general upkeep and cleaning of the home during the occupancy period. Owner provides cleaning materials in the closet of the laundry room for Guest use; please do not use household towels or linens for cleaning.

8.2. Trash. Please place trash in the cans in the kitchen (far right hand drawer if facing the living room). If you fill those, more bags are available under the kitchen sink. Full bags can be placed in the trash can on the covered deck (please keep it there, as bears can get into trash on the ground when they are not hibernating). If you require trash removal during your stay, please notify Owner.

8.3. Dishes. Please place soiled dishes and cooking utensils in the dishwasher and run it upon departure. Note that we are on septic and there is no garbage disposal in the sink. All wet garbage should be thrown in the trash can.

8.4. Snow Removal. Guest is responsible for the removal of snow, ice, or other hazards from stairs, patios, and other traffic areas. Snow shovels and brooms are provided by Owner for this purpose. Owner will plow the driveway when there is more than 4 inches of snow.

8.5. Supplies. The home is provided with a starter set of toilet paper, paper towels, shower gel, hand soap, laundry detergent, and dishwasher detergent. Owner does not guarantee that extras of these items will always be available and Guest may need to replenish its own paper goods, toiletries, laundry detergent, etc. depending upon volume of use. We do not provide shampoo or conditioner, so please bring your own.

8.6. Fireplace. The wood stove is provided for your enjoyment. Firewood and paper are provided in the rack next to the stove. Additional supplies can be found in the wood box on the covered deck and beside the driveway. Please do not empty ashes from the stove during your occupancy.

8.7. Furniture. Owner would prefer furniture not be relocated during Guest's occupancy. If Guest elects to relocate furniture, Guest shall be responsible for any damages. All furniture must be returned to its original location prior to Guest's departure. There is a bunk bed in one of the bedrooms with a ladder and standard protective railings. Please make sure users are careful on the bed and ladder, do not jump from the bed, etc.

8.8. Hot Tub. The Hot Tub is provided for your use and enjoyment, however, we encourage you to use it appropriately. Please closely supervise any children in the water, do not use alone, do not use if you are under the influence of alcohol or drugs that cause drowsiness, have a disease that may make you sensitive to hot water, are pregnant, have a communicable disease, or have experienced vomiting or diarrhea in the last three days.

8.9. Access. Access to the Property is via an easement through an adjoining property. Please be respectful of our neighbors and drive slowly across the bridge and through their property, keep your music down, and generally be a good neighbor. Parking is allowed on the dirt area in front of the house. Please do not park off the driveway.

9. **PROHIBITED ACTIVITIES.** *The following activities are expressly prohibited on the Property—indoors or outdoors. Guest agrees and covenants not to engage in any of the PROHIBITED ACTIVITIES. Any violation of this covenant shall result in immediate termination of Guest's right of occupancy under this Contract with no refund of any rental amount. In addition, any costs of remediation of such a violation shall be charged back to Guest.*

9.1. No Parties: This is not a party house. The Guest must be at least 25 years of age to book this Property. Any special occasions such as weddings, receptions, family reunions, etc. must be disclosed prior to occupancy and are allowed only with Owner's written approval.

- 9.2. Occupancy: Any increase in the number of occupants (overnight guests not registered and paid for at the time of booking) must be disclosed to Owner prior to occupancy. Any increased rental charges required under Section 4.4 hereof must be paid prior to occupancy.
- 9.3. No Smoking, Vaping, or Drug Use: No smoking, vaping, or drug use (including marijuana or THC in any form (including edibles and oils), whether legal or not) is allowed on the Property.
- 9.4. No Animals: No Guest animals or pets are allowed on the Property. This includes any animals of visitors to the property. Service animals are allowed only if appropriate documentation of the animal's status is received and approved by Owner prior to occupancy. Owner may reject any animal request for any reason in its sole discretion prior to occupancy. In the event of an Owner rejection of an animal request, Guest's sole and exclusive remedy shall be the return of any rental payments made prior to termination of this Contract.
- 9.5. No Outdoor Fires: No fires, fireworks, or charcoal grills are allowed outside at any time of year under any condition.
- 9.6. No Subletting: Guest is not authorized or allowed to sublet or transfer its interest in all or any part of this Contract without the prior written consent of Owner.
10. **Checkout Procedure**: Checkout time is 11:00 a.m. The home should be "picked up" upon departure but need not be deep-cleaned. There is no need to strip the beds. Please leave used beds unmade and used towels in the laundry room. Cleaning, linen change, and removal of trash is covered by the Cleaning Fee assessed on each reservation.
11. **Emergency Access**: In the event of an emergency, Owner or Owner's servicing agents may enter the premises at any time without permission of Guest for the purposes of making repairs to alleviate such emergency. In such an event, Owner will attempt to contact Guest prior to entry.
12. **No Long-term Occupancy; No Holdover; No Rights of Tenancy**: Because of the nature of Owner's business (short term vacation rentals) Guest acknowledges and accepts that any unauthorized "holding over" of the Property past the stated rental period could severely jeopardize Owner's business and cause loss of rental income from other previously

booked guests, temporary and/or permanent loss of business, goodwill and reputation. Guest acknowledges that unauthorized "holding over" may be construed as a factor in establishing "malicious continuing occupation" of property, which may entitle Owner to treble damages in any unlawful detainer action, and hereby agrees to exit the Property by 11:00 a.m. on the last day of its rental term.

13. **Relationship of Parties:** It is specifically agreed and understood that the relationship between the parties shall be deemed to be of proprietor (Owner) and lodger or guest (Guest) as opposed to a relationship of landlord/tenant. Guest specifically waives and makes inapplicable to this lodging the provisions of Colorado landlord/tenant Law.
14. **Owner Rights:** Owner reserves the right to refuse service to any party for any reason in Owner's sole and absolute discretion, whether at the time of booking or thereafter. In the event Owner elects to cancel a booking in its discretion after the booking date, Guest shall be entitled to a full refund of any payments made through the date of cancelation.
15. **Remedies:** In the event of a default to this Contract, and in addition to all other rights and remedies Owner may have at law or in equity, Owner shall have the option to immediately re-enter and remove all persons and property from Property after expiration of this Contract. No such re-entry shall be considered or construed to be a forcible entry as defined in the Colorado Code of Civil Procedure or other similar statutory provisions.
16. **Attorney Fees:** If any legal action or proceeding (including default, damages, non-payments, etc.) arising out of or related to this Contract is brought by either party to this Contract, the prevailing party shall be entitled to receive from the other party, in addition to all other relief that may be granted, the reasonable attorney's fees, costs and expenses incurred in the action or proceeding by the prevailing party.
17. **Indemnification:** Guest hereby agrees to indemnify and hold harmless Owner for any liability arising from personal injuries or property damage caused by the negligent, willful or intentional conduct or misconduct of Guest. This indemnification agreement does not waive Owner's duty of care to prevent personal injury or property damage when that duty is imposed by law.

18. **Prior Agreements:** No prior agreement or understanding not contained in writing herein shall be effective. Furthermore, Owner, other than what is specifically written and set forth herein, makes no other or further representation regarding the nature, character and quality of the premises to be rented, and no representation shall be deemed to exist or be material unless and until it is reduced to a writing and signed by the parties. This Rental Agreement may be modified in writing only, and must be signed by the parties in interest at the time of the modification. This Contract constitutes the entire agreement of the parties. If any provision in this contract is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

19. **Contact Information:** Owner may be contacted via email at [morningairranch@gmail.com](mailto:morningairranch@gmail.com) or via phone/text at 720-261-6864. Emergency services may be contacted at 911.

20. **Effective Date:** This Contract is entered into as of the date Owner accepts Guest's booking request online via any booking channel.

I, the Guest, have read, understand, agree to, and will abide by this Contract and all conditions stated herein. If booking online, the terms of this Contract are deemed accepted by Guest upon payment of the initial rental payment.

Guest Name: \_\_\_\_\_

Guest Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Guest Address: \_\_\_\_\_

Guest Phone Number: \_\_\_\_\_

Guest Email: \_\_\_\_\_