

SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the "Agreement") is made by and between River Orchard Partners ("Homeowner") and _____ ("Guest") as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property. The property is located at:

625 Pinyon Drive Poncha Springs, CO 81242

The property is furnished and includes beds, chairs, desks, dressers, couches (in cabins #6 and #7), bedding (mattress pad, sheets, blankets, pillows, pillow cases, shams), towels, wash cloths, mini-fridge, microwave, and coffee maker (with coffee, tea, sweeteners, and creamers).

2. Rental Party: The rental party shall consist of Guest and the following persons:

3. Maximum Occupancy: The maximum number of guests is limited to 5 persons.

4. Term of the Lease. The lease begins at _____ on _____ (the "Check-in Date") and ends at 11:00 a.m. on _____ (the "Checkout Date").

5. Minimum Stay: This property requires a 2-night minimum stay.

6. Rental Rules: Guest agrees to abide by the **Rental Rules** (attached) at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property.

7. Access: Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.

8. Rental Rate and Fees

a. Rental Rate. Payment in full of the following fees shall be due upon booking the reservation in order to hold your cabin:

\$ _____ per night x _ nights =	\$ _____	
Sales Tax	\$ _____	
TOTAL Due	\$ _____	
PAID	\$ _____	Date: _____

9. Cancellation Policy: If Guest wishes to cancel his/her reservation, the payment will be refunded as follows:

100% if cancelled 14 days prior to the Check-in Date

50% if cancelled 7 days prior to the Check-in Date

10. Payment: Acceptable payment methods are credit card, personal check or cash. Payment will be made at the time of booking in order to hold your cabin.

11. Damage Protection: If guests' room requires excessive cleaning or if damage to property or furnishings are incurred as a result of guests' stay, Homeowner reserves the right to charge a fee for additional services, repairs, or replacements deemed necessary at the sole discretion of River Orchard Place staff. Guests are required to have a credit card on file should any such charges be incurred.

If the premises appear dirty or damaged upon Check-in, Guest shall inform Homeowner immediately.

Name on credit card: _____ Type: _____

Credit card billing address: _____

City _____ State _____ Zip Code _____

Credit Card Number _____

Exp date _____ CVV (Security) Code _____

By my signature below, I hereby give permission to charge my credit card for the amounts above. I agree that all rental monies are non-refundable per cancellation policy above.

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below.

Homeowner:

Signature: _____

Name (print): _____

Date: _____

Phone # (during stay): _____

Guest:

Signature: _____

Name (print): _____

Date: _____

Phone # (during stay): _____

RENTAL RULES

1. Smoking is NOT allowed in cabins or anywhere on property.
2. People other than those in the Guest party set forth above may not stay overnight in the property. Any other person in the property is the sole responsibility of Guest. Guests are not allowed to exceed the occupancy limit agreed to above.
3. Guests should not create excessive noise at a level that disturbs neighbors; quiet hours are from 10:00 p.m. – 8:00 a.m.
4. All of the units are privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
5. Keep the property and all furnishings in good order.
6. Only use appliances for their intended uses. No cooking (i.e. hot plates, camp stoves, open flames, etc.). A microwave is provided for heating food.
7. PETS are permitted only with prior approval and the *Pet Agreement* must be completed.
8. Please use colored towels and wash cloths for removing make-up or cleaning up dirty/muddy gear or pets.
9. There are extra towels and toilet paper in the closet.
10. Guests are welcome to use the grill and fire pit. Please see caretakers if you need assistance.
11. Please do not remove any rocks from raised flower beds or throw rocks in the river.
12. Please do not pull any flowers.
13. Please use steps on the hill by the parking lot instead of climbing on the hill.
14. Please stay out of irrigation ditches.
15. Parking: Parking is limited to 2 vehicle(s). Vehicles are to be parked in designated parking areas only. Parking on the road is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.
16. Housekeeping: Towels and sheets are changed every three days unless guest requests otherwise. We suggest you bring beach towels for outings/excursions. We do not permit towels or linens to be taken from the cabins.
17. Garbage: Any garbage must be stowed in the proper garbage or recycling receptacle, located at the side of the lodge. Please do not leave trash outside at night as it attracts raccoons, bears, and other critters.
18. Storms: No refunds will be given for storms. Mountain roads can be curvy and steep. Gravel drives are well maintained. We do not refund due to road conditions.

River Orchard Place Pet Agreement

Guest Name: _____ Cell Phone Number: _____

Cabin Number: _____

Type of Pet: _____ Breed: _____ Name(s): _____

Thank you for choosing River Orchard Place to visit with your pet(s). It is our intent to provide you with a wonderful and enjoyable experience as well as a safe stay. For the comfort and safety of all guests and pets we kindly request that all pet owners act responsibly with their pets. While we do not require a pet deposit, there are some simple rules listed below that you will need to follow during your stay.

- While our cabins are spacious, no more than two (2) domestic pets are allowed per cabin.
- Be sure to keep your pet on a leash or in a carrier at all times when you are outside of your cabin.
- Pets may remain alone in a cabin so long as the pets are well-behaved. However, if your pet is disturbing other guests/staff or causing damage, it cannot be left alone and must remain in your control.
- Please clean up after your pets. Bags for picking up dog waste are available upon request.
- Please use designated towels for cleaning dirt and mud off of your pet before reentering the cabin.
- Staff cannot enter your cabin with pets that are left unattended. Please contact the Caretakers or housekeeping to make arrangements for staff to enter your room (for cleaning, repairs, etc.) when you are present or the pets are not in the cabin.
- We count on you to prevent your pet from making excessive noise or being disruptive or aggressive to other guests or pets on the property. If your pet is deemed dangerous, harmful, or disruptive, River Orchard Place staff has the sole discretion to require you to find other accommodations. The staff also reserves the right to call animal control to have a pet removed.
- If your room requires excessive cleaning or if damages are incurred as a result of your pet's actions, River Orchard Place reserves the right to charge a fee for additional services, repairs, or replacements deemed necessary at the sole discretion of River Orchard Place staff. You are required to have a credit card number on file should any such charges be incurred.
- You agree to indemnify and hold harmless River Orchard Place owners, operators, staff and respective affiliates from all liability and/or damages suffered as a result of your pet(s).

I have read, understood, and agreed to the above:

Guest Name (printed): _____

Guest Signature: _____ Date: _____