

BOOK LUXURY TODAY

130 DAYBREAK RIDGE ROAD, AVON, COLORADO 81620

RENTAL AGREEMENT

By reserving the property located at 130 Daybreak Ridge Road, Avon, Colorado 81620 (the "Premises") and tendering payment you agree to terms and conditions specified in this Short-Term Rental Agreement. You are hereinafter referred to as the "Guest."

Dates, payments, number of guests, and other details of the Agreement are specified and recorded by an online reservation system (the "Online Reservation"). Those details are binding on the parties and are hereby incorporated into this Agreement.

The parties further covenant and agree that:

1. Check-in time is after 4pm on the first day of the reservation. Check-out time is before 11am on the last day of the reservation.
2. The Guest will not re-let nor sublet the whole or any part of the Premises or assign this Agreement, nor use nor permit any part of the Premises to be used for any other purpose than a residential property without the written consent of the Owners under penalty of forfeiture of this Agreement.
3. The Guest agrees to provide a credit card at check-in for any incidental charges the Guest accumulates during the stay and agrees to completely pay those incidental charges at check-out, including any daily parking fees.
4. Unless otherwise specified by Guest to Owner, in both writing and verbally, on the first day of occupancy, Guest agrees the Premises are on the date hereof in a satisfactory condition and repair.
5. The Owner, his Agent, or the Ritz-Carlton may enter into and upon the Premises at reasonable hours of the daytime to examine the same or to make such repairs or alterations therein as necessary for the preservation thereof, after proper notification of this intent to Guest.
6. The Guest will keep the Premises in as good repair as the same are at the beginning of this Agreement (wear and tear arising from a reasonable use of the same, and damage by the elements occurring without any fault or neglect of the Guest excepted) and at the expiration of said term to yield up the peaceable possession thereof to the Owner, his Agent, or the Ritz-Carlton. The Guest specifically agrees to assume financial responsibility for any damages or loss to the structure and/or furnishings, unit contents, property amenities (e.g, pool area, fire

pit, etc.), and landscaping, as applicable when caused by the Guest's negligence. Costs or repair or replacement will be billed as an extra, if necessary.

7. The Guest agrees that during the term of this Agreement Guest will observe and conform to all rules, covenants, conditions, restrictions, limitations and uses Owners would otherwise be required to observe and conform to as residents of the Ritz-Carlton Bachelor Gulch or as guests of the Ritz-Carlton Bachelor Gulch Hotel.

8. The maximum number of guests is limited to the number of guests specified on the Online Reservation system. An additional charge of \$100 per person per night for guests in addition to those specified on the Online Reservation system will be assessed.

9. If for any reason beyond the control of the Owner, the Property is unavailable, or becomes unavailable, Owner may cancel this Agreement and refund in full to Guest all payments made by Guest.

10. Smoking IS NOT permitted inside the Premises. Guest understands and agrees that if in the opinion of the Owner, Agent, or the Ritz-Carlton that there is evidence of smoke-related damage due to smoking, Guest agrees to be responsible for costs of repairing the damage and smoke odor eradication.

11. Damage from Ski Boots and/or Other Equipment. Please be advised that ski boots and other recreational equipment can cause substantial damage to the interior of the Property. Wearing ski boots, et al. inside of the Property is strictly prohibited, except in entryways, ski rooms and mudrooms. Any damage to the Property caused by ski boots or other improper footwear to carpeting, hardwood, tile, and stone floors shall be repaired at the cost of the Guest.

12. All personal property located or stored in the Premises shall be kept and stored at Guest's sole risk, and Guest shall indemnify and hold harmless Owner from and against any loss or damage to such property arising out of any cause whatsoever. Owner shall not be liable for any injury, damage, or loss resulting from any accident or occurrence in or upon the Premises or the Ritz-Carlton.

13. The use of pools, hot tubs, sauna, spas and steam rooms within the Premises and the Ritz-Carlton Property is at the Guest's own risk. The Ritz-Carlton Bachelor Gulch is located at a high elevation and Guest is urged to exercise caution when using these types of amenities. Proper precautions and acclimatization to altitude is recommended.

14. Payment is made using the Online Reservation and payment system, except in special cases as agreed to by the Owner.

15. Guest agrees to the following cancellation policy. Bookings cancelled at least sixty (60) days before the start of stay will receive 100% refund. Bookings cancelled at least thirty (30) days before the start of stay will receive a 50% refund.

16. Pets are only allowed in certain residences, Guest is to gain permission of The Owner before bringing a pet to the Premises. Guest assumes all responsibility for the damages the pet may cause to The premises.

17. Colorado law applies to this Agreement.

Last Revision: October 20, 2017