

# Vacation Lodging Agreement

Krown Enterprises, Inc. Dba Overlook Grand Lake

**Overlook Guest** 

TENANT

January 1, 0001

AGREEMENT START DATE

VACATION LODGING AGREEMENT

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### VACATION LODGING AGREEMENT

## This agreement, dated October 4, 2018, is between Krown Enterprises, Inc. Dba Overlook Grand Lake ("Landlord") and Overlook Guest ("Renter").

#### **1. OWNER/AGENT:**

The Owner/Agent(s) is/are: Krown Enterprises, Inc. Dba Overlook Grand Lake (Owner) and will be referred to in this Agreement as "Owner/Agent" and/or "Landlord".

This Agreement is not legally binding until all Renters have signed this Agreement and a deposit is received by the Owner/Agent.

#### 2. VACATION PROPERTY:

The Owner/Agent agrees to rent to the Renter(s), the vacation property described as a(n) House, located at 421 Park Ave, PO Box 1603 Grand Lake, CO, 80447 hereinafter referred to as "Vacation Rental Premises".

#### **3. RENTERS/OCCUPANTS:**

The names of the responsible parties is/are: Overlook Guest and will be referred to in this agreement as "Renter" and/or "Renter(s)".

- A. The Renter(s) and the Occupants listed herein is/are the only person(s) permitted to occupy the Vacation Rental Premises. All occupants who will be occupying the premises during the entire reservation period are listed herein and may not change without the Owner/Agent's permission. <u>All children must be under direct adult supervision at all times.</u>
- B. Rental rates are based upon the number of the total number of guests staying overnight at the Vacation Rental Premises. If it is determined by the Owner/Agent that the number of overnight guests exceeds those listed under this agreement; Renter understands that a forfeiture of the security deposit as well as additional fees may be charged to the Renter as permitted by law. Furthermore, misrepresentation, fraud or any material breach of the terms of this agreement will result in the immediate termination of this Agreement as well as expedited eviction without refund as permitted by law.

#### 4. RESERVATION PERIOD:

- A. The Agreement will begin at 2:00 PM on (Month) (Day) , (Year) and will end at 11:00 AM on (Month) (Day) , (Year) .
- B. Early check-in is not permitted unless otherwise agreed upon by both parties.
- C. All guests and occupants must completely vacate the premises at the time specified. Any delay in check-out shall result in the Guest(s) being charged additional monies.
- D. At the end of the reservation period the Vacation Rental Premises must be left in the same condition or better than it was at the commencement of the reservation period. Renter must remove ALL personal property. If the premises require cleaning beyond what would be considered normal and reasonable, the Renter may be responsible for an excess cleaning charge as permitted by law.

#### **5. RENTAL AMOUNT:**

- A. The total rent for the Agreement reservation period is \$0.00.
- B. Payments shall be made to: Overlook Grand Lake
- C. Accepted methods of payment are: Certified Check, and/or Debit/Credit Card, and/or Money Order, and/or PayPal / Online Transfer, and/or Personal Check

#### 6. FUNDS COLLECTED:

TOTAL DUE	\$1,250.00
Reservation Fee	\$1,000.00 (NR)
Cleaning Fee	\$250.00 (NR)

Funds marked with (R) are refundable in accordance with the terms and conditions of this Lease and all applicable laws, while funds marked with (NR) are non-refundable fees.

#### 7. UTILITIES & SERVICES:

The Owner will provide the following at no additional cost: Electricity, Water, and Gas.

#### 8. APPLIANCES:

Owner/Agent will supply: Refrigerator, Microwave, and Oven.

- A. Renter will keep appliances provided by Owner/Agent in good working order and shall immediately report any malfunction to the Owner/Agent. Any damage sustained due to the neglect or misuse by the Renter, will become the full responsibility of the Renter, either in the appliances repair or replacement.
- B. Renter agrees that the items specified above are the property of the Owner/Agent and will remain with the premises at the end of this Agreement reservation period.

#### 9. MAINTENANCE AND REPAIRS:

- A. It is the responsibility of the Renter to promptly notify the Owner/Agent the need for any such repair of which the Renter becomes aware.
- B. If any repair is required is caused by the negligence of the Renter and/or Renter's guests, occupants and/or invitees, Renter will have full responsibility in the cost of the repair and/or replacement that may be required.
- C. Renter must keep the Vacation Rental Premises clean and sanitary at all times and remove all rubbish, garbage and other waste, in a clean tidy and sanitary manner.
- D. Renter must abide by all local recycling regulations.
- E. Renter shall properly use and operate all electrical, cooking and plumbing fixtures and to keep them clean and sanitary.
- F. Renter agrees to take proper measures to maintain proper indoor temperature, in order to prevent pipes from freezing as applicable.

#### **10. FURNISHINGS:**

Any and all furnishings provided are the property of the Owner. Renter is expected to exercise care in the use of all items, including ensuring that no wet clothing, shoes, boots, bathing suits are used on flooring or furniture. Renter, guests and invitees are to make sure that sand, where applicable, is cleaned up immediately. All appliances are to be used with care. Nothing is to be relocated without the permission of the Owner/Agent.

#### **11. RENTER'S RESPONSIBILITY:**

Renter(s), Guests, Occupants and Renter's invitees must follow the terms and conditions contained within this Vacation Rental Agreement. Any violation of the rules, regulations, terms and/or conditions, shall be cause for the immediate termination of this agreement as well as expedited eviction without refund as permitted by law.

#### **12. HOLD HARMLESS:**

Owner/Agent does not accept any liability for loss, damage or injury to persons or their personal property due to forces that are beyond the Owner/Agent's control such as but not limited to poor weather, bad road conditions, natural disasters, power outages, mandatory evacuations, construction, and/or "Acts of God." Owner/Agent is not responsible for any inconveniences that may occur to prevent the use of amenities such as but not limited to pools, hot-tubs, television, and Internet. REFUNDS WILL NOT BE GIVEN DUE TO POOR WEATHER CONDITIONS OR OTHER OCCURRENCES SUCH AS THOSE LISTED HEREIN.

#### **13. PETS:**

No pets are permitted without written permission of the Owner/Agent except for service animals according to federal, state and local regulations.

#### 14. PARKING:

The available parking is described as: 8 parking places available - 6 indoors.

#### **15. RULES AND REGULATIONS:**

The Renter is responsible for all guests, occupants, and invitees and must make sure that all rules are followed.

A. Vehicles parked on premises must be in working order with valid registration and inspection.

- B. Absolutely no smoking is permitted in the Vacation Rental Premises.
- C. The Renter may not interfere with the peaceful enjoyment of the neighbors.
- D. The Renter will be responsible for any fine and/or violation that is imposed on the Owner due to the Renter's negligence.
- E. The Renter shall abide by all Federal, State, and Local laws.
- F. The Renter shall notify the police and Owner of any illegal activity that is witnessed in or around the Vacation Rental Premises.
- G. The Renter agrees not to use the Vacation Rental Premises for any unlawful purpose including but not limited to the sale, use or possession of illegal drugs on or around the Vacation Rental Premises.
- H. The Renter must report any malfunction with smoke detector(s) immediately to Owner. The Renter agrees not to remove, dismantle or take any action to interfere with the operation of any smoke detector(s) installed on the Vacation Rental Premises.
- I. The Owner has provided fire extinguisher(s) for your safety. The Renter may not misuse, dismantle, block or remove the fire extinguisher. The Renter must report to the Owner any use, malfunction or repair required. In the event of the negligent use of the fire extinguisher(s), the Renter will be responsible for any damage to the Vacation Rental Premises as well as the replacement or refill of the fire extinguisher.
- J. Absolutely no hazardous materials are permitted to be in or around the Vacation Rental Premises at any time.
- K. Under no circumstance may a stove, oven or range be used as a source for heat.
- L. Charcoal and Gas Barbecue grills may not be used inside the Vacation Rental Premises.
- M. The Renter shall notify Owner of any pest control problems.
- N. The use of any provided swimming pool or hot tub is at the Renter's own risk. The Renter further understands that any interruption of use will not alter or change any of the terms of this Lease.
- O. The Renter may not block the fire escape at any time.
- P. Owner/Agent does not permit loud gatherings. A disturbance caused by Renter or Renter's Occupants or Invitees that results in any police action, complaints from neighbors is considered sufficient cause for immediate termination of this Vacation Rental Agreement, immediate eviction and all monies paid will be forfeited as permitted by law.
- Q. Both Owner and Renter agree to update either party with change of email or phone number.

#### 16. ADDENDA:

The following Addenda, attached to this Agreement, shall become part of this Agreement:

- A. Move-In/Move-Out Walk-Through Checklist
- B. Zero Tolerance for Criminal Activity
- C. Pool/Hot Tub Addendum (Non-Community)
- D. Furnished Rental Unit Addendum
- E. Smoke-Free Property Addendum

#### **17. SECURITY NOT PROMISED:**

Renter has inspected and acknowledges that all door and window locks, fire extinguishers, security alarm systems and/or carbon monoxide detectors are in sound working order. Renter further understands and acknowledges that although Owner/Agent makes every effort to make the Vacation Rental Premises safe and secure, this in no way creates a promise of security.

#### **18. RIGHT OF ENTRY:**

Owner/Agent reserves the right to inspect the Vacation Rental Premises with advance notice. In the event of an emergency or to make repairs, Owner/Agent is permitted to gain entrance to the premises. Renter shall not prevent the Owner/Agent for gaining entrance under these circumstances. Owner/Agent will not infringe upon the peaceful enjoyment of the Renter(s) and will exercise reasonable notice before entering.

#### **19. CANCELLATION:**

Cancellations MUST be in writing. There are no refunds of any monies paid if the Renter cancels a reservation.

#### 20. JOINT AND SEVERAL LIABILITIES:

Renter(s) understand and agree that if there is more than one Renter that has signed this Agreement, each Renter is individually and completely responsible for all obligations of this Agreement.

#### This Vacation Rental Agreement shall be governed and interpreted in accordance with the laws of the state of Colorado.

By signing this Agreement, Renter(s) certify that he/she has read, understood and agrees to comply with all terms and conditions of this Agreement and that he/she has received an executed copy of the Agreement.

Renter's Signature:	Date	
Owner/Agent Signature:	Date	



#### Tenants: Overlook Guest

Leased Premises: 421 Park Ave, PO Box 1603 Grand Lake, CO 80447

Room/Item	Move-In Condition DATE:	Move-Out Condition DATE:	Other Notes
LIVING ROOM/AREA			
DOOR & LOCKS			
WINDOWS & SCREENS			
CARPET OR FLOORING			
WALLS			
CEILING/FAN			
LIGHTS & SWITCHES			
Other			
DINING ROOM/AREA			
DOOR & LOCKS			
WINDOWS & SCREENS			
CARPET OR FLOORING			
WALLS			
CEILING/FAN			
LIGHTS & SWITCHES			
Other			
HALLWAY			
CARPET OR FLOORING			
WALLS			
CEILING			
LIGHTS & SWITCHES			
KITCHEN			
STOVE/RANGE			
REFRIGERATOR			
SINK-CABINETS-COUNTERS			
WINDOWS & SCREENS			
DISHWASHER			
CARPET OR FLOORING			
WALLS			
CEILING/FAN			
LIGHTS & SWITCHES			
OTHER			

BATHROOM		
DOOR		
WINDOWS & SCREENS		
FLOOR		
WALLS		
CEILING		
SINK		
TUB AND/OR SHOWER		
TOILET		
CABINET/SHELVES/ CLOSET		
TOWEL BARS/PAPER HOLDER		
LIGHTS & SWITCHES		
OTHER		
□ 2nd BATHROOM/POWDE		
DOOR		
WINDOWS & SCREENS		
FLOOR		
WALLS		
CEILING		
SINK		
TUB AND/OR SHOWER		
TOILET		
CABINET/SHELVES /CLOSET		
TOWEL BARS/PAPER HOLDER		
LIGHTS & SWITCHES		
OTHER		
BEDROOM		
DOOR		
WINDOWS & SCREENS		
CARPET OR FLOORING		
WALLS		
CEILING/FAN		
LIGHTS & SWITCHES		
CLOSET		
OTHER		
2nd BEDROOM DOOR		
WINDOWS & SCREENS		
CARPET OR FLOORING		
WALLS		
CEILING/FAN		
LIGHTS & SWITCHES		
CLOSET		
OTHER		

DOOR		
WINDOWS & SCREENS		
CARPET OR FLOORING		
WALLS		
CEILING/FAN		
LIGHTS & SWITCHES		
CLOSET		
OTHER		
DOOR		
WINDOWS & SCREENS		
CARPET OR FLOORING		
WALLS		
CEILING		
LIGHTS & SWITCHES		
CLOSET		
OTHER		
□ 9LH9F=CF		
DOORS		
WINDOWS & SCREENS		
SIDING/EXTERIOR		
FENCING		
FRONT YARD		
REAR YARD		
GARAGE/SHED		
OTHER		

Landlord/Manager: Krown Enterprises, Inc. Dba Overlook Grand Lake Phone:

Χ\_

Date\_\_\_\_

K\_\_\_\_\_\_ Krown Enterprises, Inc. Dba Overlook Grand Lake

#### SIGNATURE OF TENANT(S):

Tenant accepts the entire Leased Premises in good condition with the exception of the item(s) listed above. Tenant understands that he/she is responsible for any damage to the Leased Premises caused by the Tenant, all occupants and/or guests during the occupancy.

Print Name:	X	Date
Print Name:	X	Date
Print Name:	X	Date
Print Name:	X	Date

## ADDENDUM: ZERO TOLERANCE FOR CRIMINAL ACTIVITY

Landlord: Krown Enterprises, Inc. Dba Overlook Grand Lake Tenant: Overlook Guest Leased Premises: 421 Park Ave, PO Box 1603, Grand Lake, CO 80447

This LEASE ADDENDUM is incorporated into and made part of the Lease executed by the Landlord and the Tenant referring to and incorporating the Leased Premises.

The Landlord has zero tolerance for criminal activity in or around the Leased Premises.

This policy applies to all Tenants, occupants, guests, and any visitors in or around the Leased Premises. The Landlord will immediately report any evidence of criminal activity to the proper authorities, and the Tenant's engagement in any criminal activity is a default of the Lease.

The Tenant understands his/her responsibility to call the police/emergency services and report any suspicious activity observed, and then notify the Landlord.

The Tenant understands that disturbances of the peace not only infringe on the neighbors' peaceful enjoyment of their property, but are also a default of the Lease.

In the event of any criminal activity in which the Tenant is directly or indirectly involved, the Landlord will take the legal measures necessary to evict the Tenant(s) from the Leased Premises. This includes but is not limited to illegal drug activity, gang involvement, organized crime and disturbances of the peace.

The Tenant understands that violation of this addendum is a default of the Lease and will result in the Landlord taking the necessary steps towards eviction of the Tenant. The Tenant may then be responsible for the rent remaining due for the balance of the Lease term, court costs, attorney fees, and other charges in accordance with all applicable Colorado, local laws and regulations.

Tenant's Signature:	_ Date:
Tenant's Signature:	_ Date:
Tenant's Signature:	_ Date:

## ADDENDUM: SWIMMING POOL & HOT TUB

Landlord: Krown Enterprises, Inc. Dba Overlook Grand Lake Tenant: Overlook Guest Leased Premises: 421 Park Ave, PO Box 1603, Grand Lake, CO 80447

This LEASE ADDENDUM is incorporated into and made part of the Lease executed by the Landlord and the Tenant referring to and incorporating the Leased Premises.

The Tenant will use the swimming pool and/or hot tub at the Tenant's own risk. The Landlord will not be responsible for any injuries sustained by the Tenant, and/or the Tenant's occupants or guests when using the swimming pool and/or hot tub.

The Tenant is responsible for the general maintenance of the swimming pool and/or hot tub. This includes (but is not limited to) keeping the swimming pool/hot tub clean of debris, properly maintaining chemicals, and keeping the pool/hot tub areas clean, neat and organized.

The Tenant must immediately notify the Landlord of any repair that the pool and/or hot tub may require.

The Tenant is responsible for the full cost that may be due for repair and/or replacement of the swimming pool and/or hot tub that is required as a result of negligence by the Tenant, or the Tenant's occupants or guests.

The Tenant must operate the swimming pool and/or hot tub according to the manufacturer's instructions.

The Tenant is responsible for using chemicals in accordance with the manufacturer's instructions. The Tenant must store all chemicals in a safe manner.

No pets of any kind are permitted in the swimming pool and/or hot tub at any time.

The Tenant understands that the swimming pool and/or hot tub are strictly an amenity, and that the use of this amenity is not guaranteed under the terms of the Lease. Any interruption or nonavailability of the use of the swimming pool and/or hot tub will not violate any terms of the Lease.

If the Tenant violates any part of this Addendum, the Tenant will then be in default of the Lease. In the event of a default, the Landlord may initiate legal proceedings in accordance with Colorado and local regulations to evict or have the Tenant removed from the Leased Premises; as well as seek judgment against the Tenant for any monies owed to the Landlord as a result of the Tenant's default.

Tenant's Signature:	Date:
Tenant's Signature:	Date:
Tenant's Signature:	Date:

#### FURNISHED RENTAL UNIT ADDENDUM

Use and attach this to the *Move-In/Move-Out Walk-Through Checklist* **ONLY** if rental unit is furnished. Make a note of the **condition** of all items and **what is included with the rental unit**.

Item	Number of Items	Move-in Condition	Move-out Condition	Other Notes
Sofa/Couch				
Lounge Chair(s)				
End Tables				
Lamps				
Dining Table				
Dining Chair(s)				
Bed(s)				
Desk				
Dresser				
Nightstand(s)				
Bookcases				

Landlord/Manager: Krown Enterprises, Inc. Dba Overlook Grand Lake Phone:

X Date:

#### **SIGNATURE OF TENANT(S)**:

Tenant accepts the entire Leased Premises in good condition with the exception of the item(s) listed above. Tenant understands that he/she is responsible for any damage to the Leased Premises caused by the Tenant, all occupants and/or guests during the occupancy.

Tenant:	_ Date:
Tenant:	Date:
Tenant:	Date:



Overlook Guest 421 Park Ave, PO Box 1603 ...... Grand Lake, CO 80447

#### Please complete the following and either return via email or fax the completed form to: Steves states to be a set of the set of the

#### **CREDIT/DEBIT CARD PAYMENT AUTHORIZATION FORM**

<b>6</b>	
Company	
Mailing Address	
	State ZIP
CREDIT/DEBIT CARD AUTHORIZ	ZATION
Credit/Debit Card Number Card *Most Credit Cards have a 3 of I certify that I am an authorized Krown Enterprises, Inc. Dba redit/de	

at least ten (10) business days prior to the next payment period is required.

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## SMOKE-FREE PROPERTY ADDENDUM

Landlord: Krown Enterprises, Inc. Dba Overlook Grand Lake Tenant: Overlook Guest Leased Premises: 421 Park Ave, PO Box 1603, Grand Lake, CO 80447

This Smoke-Free Property Addendum is incorporated into and made part of the lease agreement (Lease) executed by and between Krown Enterprises, Inc. Dba Overlook Grand Lake (Landlord) and the Overlook Guest (Tenant) for the Leased Premises located at 421 Park Ave, PO Box 1603, Grand Lake, CO 80447.

The Landlord has implemented a "No Smoking" policy due to the known health effects of secondhand smoke, increased costs incurred due to additional maintenance and cleaning, fire risks, and higher insurance costs associated with permitted smoking in the building.

For this Smoke-Free Property Addendum, smoking is defined as inhaling, breathing, or carrying and lit cigarette, cigar, pipe or other tobacco or non-tobacco smoked product in any form, legal and illegal.

The Tenant(s), occupants, and Tenant's invitees and guests acknowledge the Leased Premises are designated as a smoke-free living space. No smoking anywhere within the rental unit is permitted. Where applicable, smoking shall not be permitted in any common areas, including but not limited to hallways, adjoining grounds, balconies and/or patios.

Tenant(s) acknowledges that the Landlord does not promise or guarantee of a smoke-free living space. Additionally, Tenant(s) acknowledges that Landlord's implementation of a smoke-free living space does not make the Landlord responsible for the Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord will try to enforce the terms within this Smoke-Free Property Addendum with the Lease to create a smoke-free environment.

Tenant accepts that Landlord has limited ability to police, monitor, or enforce the terms of this Smoke-Free Property Addendum. Tenant understands enforcement depends upon the compliance of the Tenant(s), occupants, Tenant's guests and invitees. Landlord puts on notice any Tenant(s) with respiratory illnesses, diseases, allergies, or any other physical or mental condition relating to the effects of smoke that the Landlord assumes no greater duty of care to enforce this Addendum than any other landlord obligation under the Lease.

If the Tenant violates any part of this Addendum, the Tenant agrees to pay a fee of \$450 as a reasonable estimate of damages incurred by the Landlord.

If the Tenant violates any part of this Addendum, the Tenant will then be in default of the Lease. If a default occurs, the Landlord may initiate legal proceedings under all applicable laws and regulations to evict or have the Tenant removed from the Leased Premises and seek judgment against the Tenant for any monies owed to the Landlord because of the Tenant's default.

Tenant's Signature:	Date:
Tenant's Signature:	Date:
Tenant's Signature:	Date:

## WOOD BURNING SAFETY TIP SHEET

According to the U.S. Fire Administration (USFA) heating fires account for 36% of residential home fires in rural areas every year. Often these fires are due to creosote buildup in chimneys and stovepipes. All home heating systems require regular maintenance to function safely and efficiently.

The U.S. Fire Administration (USFA) encourages you to practice the following fire safety steps to keep those home fires safely burning. Remember, fire safety is your personal responsibility ...Fire Stops With You!

## **Keep Fireplaces and Wood Stoves Clean**

- Clear the area around the hearth of debris, decorations and flammable materials.
- Leave glass doors open while burning a fire. Leaving the doors open ensures that the fire receives enough air to ensure complete combustion and keeps creosote from building up in the chimney.
- Close glass doors when the fire is out to keep air from the chimney opening from getting into the room. Most glass fireplace doors have a metal mesh screen which should be closed when the glass doors are open. This mesh screen helps keep embers from getting out of the fireplace area.
- Always use a metal mesh screen with fireplaces that do not have a glass fireplace door.
- Install stovepipe thermometers to help monitor flue temperatures.
- Keep air inlets on wood stoves open, and never restrict air supply to fireplaces. Otherwise you may cause creosote buildup that could lead to a chimney fire.
- Use fire-resistant materials on walls around wood stoves.

## **Safely Burn Fuels**

- Never use flammable liquids to start a fire.
- Use only seasoned hardwood. Soft, moist wood accelerates creosote buildup. In pellet stoves, burn only dry, seasoned wood pellets.

- Build small fires that burn completely and produce less smoke.
- Never burn cardboard boxes, trash or debris in your fireplace or wood stove.
- When building a fire, place logs at the rear of the fireplace on an adequate supporting grate.
- Never leave a fire in the fireplace unattended. Extinguish the fire before going to bed or leaving the house.
- Allow ashes to cool before disposing of them. Place ashes in a tightly covered metal container and keep the ash container at least 10 feet away from your home and any other nearby buildings. Never empty the ash directly into a trash can. Douse and saturate the ashes with water.

## **Protect the Outside of Your Home**

- Stack firewood outdoors at least 30 feet away from your home.
- Keep the roof clear of leaves, pine needles and other debris.
- Cover the chimney with a mesh screen spark arrester.
- Remove branches hanging above the chimney, flues or vents.

## **Protect the Inside of Your Home**

- Install smoke alarms on every level of your home and inside and outside of sleeping areas. Test them monthly and change the batteries at least once a year. Consider installing the new long life smoke alarms.
- Provide proper venting systems for all heating equipment.
- Extend all vent pipes at least three feet above the roof.

Krown Enterprises, Inc. Dba Overlook Grand Lake PO Box 1603 Grand Lake, CO 80447

Overlook Guest

Dear Overlook Guest;

#### Thank you for choosing to stay at . The date and check-in time of your arrival is scheduled for .

If you plan on arriving after-hours, please follow the following directions: (after-hours arrival instructions)

Please note that **check-out time is promptly at**. Renters and guests who have not completely checked out on or before that time on your departure date of will be subject to additional charges.

Make sure that you do a complete walk-through of the unit and immediate surroundings. Please make note of any damages, blemishes, items in disrepair or missing items from the furnished inventory list. Return as soon as possible to Krown Enterprises, Inc. Dba Overlook Grand Lake at steve@overlookgl.com.

Please contact me with any questions at or in the case of an emergency, please contact . Have a great stay!