

THE LOFT AT BLUE SKY RANCH

Check-in time: 4:00 pm Check-out time: 11:00 am

SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the “Agreement”) is made by and between James and Lisa Franceschini (“Homeowner”) and responsible party making the reservation (“Guest”) as of the date set forth in the reservation. The parties hereby agree as follows:

1. Property: The property is located at: Full Address supplied two weeks prior to arrival date.

The property is furnished and includes kitchen (counter height refrigerator, oversized convection toaster oven, microwave, coffee maker, electric kettle, table ware, serving bowl, and utensils), outdoor propane grill, linens, towels, and pillows.

2. Maximum Occupancy: The maximum number of guests is limited to 2 persons. Exceptions may be made to this, especially for children, with written Homeowner approval (note: home is not suitable for toddlers). Additional guest charges of \$15/guest/night are collected for all guests over 2 total. Should Guest exceed the number of guests indicated in the reservation, Homeowner reserves the right to terminate the lease and ask Guest to leave the premises immediately. In this case, Guest will forfeit full security deposit (sorry, no groups!)

3. Term of the Lease: The lease begins at check-in time (4:00 p.m). on the check-in date and ends at check-out time (11:00 am) on the check-out date.

4. Rental Payment Policies

Deposit:

At time of reservation: 50% of rental rate/taxes are due

30 days prior to reservation: final 50% of rental rate/taxes as well as security deposit are due

Final payment must be made by the due date; Homeowner reserves the right to cancel the reservation and retain the deposit for non-payment.

Cancellation Policy:

100 %* if cancelled 30+ days prior to the Check-in Date (60+ days prior to check-in if renting 2 or more cabins)

0% if cancelled 0-29 days prior to the Check-in Date (0-59 days if renting 2+ cabins)

Homeowner will always attempt to re-book the property for canceled dates and if successful, will gladly refund Guest deposit (minus administrative fees and any booking fees charged by reservation service chosen by Guest).

*Deposit will be refunded, minus up to a maximum \$75 administrative fee and any Guest booking fees (if charged by the reservation service chosen by Guest).

Security Deposit: A security deposit of \$250 is required. Homeowner will refund the deposit in full within three business days of the Guest check-out date (although typically sooner). However, Homeowner reserves the right to retain full security deposit for any violation of the Rental Agreement including but not limited to the following: excessive filth, damaged/missing items, evidence that the smoking or pet policies were violated, if housekeeping requests were not

attended to (see paragraph below), if the number of guests exceeded the number set by the reservation. If the premises appear dirty or damaged upon check-in, Guest shall inform Homeowner immediately.

5. Housekeeping: There is no daily housekeeping service. For guests staying a full week, housekeeping service can be arranged mid-way through your stay at a small fee. Inquire with homeowners. Please bring your own beach towels; we ask that you do not remove towels or linens from the home.

Guest is responsible for the following housekeeping items prior to departing: In order to avoid a \$150 cleaning fee, and possibly loss of entire \$250 security deposit, Guest agrees to do the following before departing:

- Remove sheets and pillow cases from the bed and place in bedroom laundry basket.
- Remove all trash from home and place in garbage can on rear patio, being sure to secure with supplied bungee cord.
- Grill shall be wiped down thoroughly, on top of grates as well as under grates. ****This is vital to deter raccoons, mice, opossum, and yes, even bears.** Supplies are located in basket next to back door.
- Clean all dishes and return to original location.
- Home shall be left in "broom clean" condition, free of excessive dirt in all areas. Oven shall be wiped down after each use.
- All furniture, dishes, and accessories shall be returned to their original location in the home.

It is understood that Homeowner shall be responsible for routine cleaning of the property after occupancy but this cleaning does not include the items above or excessive cleaning of kitchen, oven, grill, floors, or any other indoor or outdoor area.

6. Insurance: We encourage all renters to purchase traveler insurance.

7. Payment: Acceptable payment methods are credit card or electronic check. Personal checks accepted as per the discretion of the Homeowner.

8. Functionality of Systems: All appliances (large and small), plumbing and electric systems, televisions, wifi, cable connections, and hot tub will be assumed by both parties to be in working condition. However, due to circumstances beyond Homeowner's control, one or more of these items may not be operating during any portion of the Guest's stay. It is understood that Homeowner will exercise all efforts to make any repairs needed before or during Guest's stay. Refunds will be offered for Guest's inability to stay at the property for any health/safety concerns (ex plumbing or electric issue) but not for those items that are considered amenities (wifi, tv, hot tub, most appliances).

9. By agreeing to this Rental Agreement, Guest acknowledges that exterior property surveillance is utilized by the Homeowner for the protection of the Guest and the property.

10. Changes to this Rental Agreement may be made by the Homeowner without notice. A current copy of the Rental Agreement will always be in the home for the Guest and Guest is encouraged to read the Rental Agreement upon arrival. Guest is to abide by all rules in the Rental Agreement present in the property at the time of their arrival. Please note: Any changes made to Paragraph #5 (Rental Payment and Policies) will only affect the Guests who make their reservation after those changes have been made.

11. Rental Rules: Guest agrees to abide by the Rental Rules below at all times and is responsible for ensuring that all members of the rental party do the same:

RENTAL RULES:

1. Animals: The ranch animals are here for the enjoyment of the Guests, but Guests may not enter the pastures without Owners. Guests shall not open their backyard gate or the breezeway gates without one of the Owners present.

2. Smoking is NOT allowed in the home or anywhere on the property.

3. Pets are NOT allowed in the home or on the property unless Guest has received an exception in writing from the Homeowners. Violation of this policy will result in loss of security deposit.

4. No guests other than those in the Guest party set forth at the time of the reservation may be in or on the property without express permission from the Homeowner. No overnight guests other than those set forth above. Guest will forfeit full security deposit if the number of guests in the property exceeds the number set by the reservation.

5. The home is 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 on the premises.

6. Keep the property and all furnishings in good order.

7. Only use appliances for their intended uses.

8. Parking: Parking is limited to 2 vehicles. Vehicles should park on gravel parking pad to the left of the Loft only.

9. Fireplace: The fireplace is electric. Always turn off the fireplace when not in the home or when going to sleep for the night.

10. Water and Septic: The home is on a well and septic system. The septic system is very effective; however, it will clog up if improper material is flushed. **DO NOT FLUSH** anything other than toilet paper. No feminine products should be flushed at anytime. If it is found that feminine products have been flushed and clog the septic system, renter will be responsible for all fees associated with any damage to the system. In the kitchen, there is no garbage disposal (septic systems operate best without disposals). **DO NOT** allow food particles or grease to enter the drain. Again, renter will be responsible for all fees associated with damage to the septic system if proper care is not taken.

11. Storms: No refunds will be given for storms unless home is inaccessible via local roadways or lack of power creates unsafe or unsanitary conditions. We do recommend four wheel drive if snow is in the forecast.

12. Food and Supplies: Any food or toiletry items present in the home are available for the guests to enjoy and guests are welcome to leave items behind for the next guests. ****Please take all perishable foods with you.**

13. No tents are allowed to be constructed on the property. **No RVs, campers, or oversized trailers or vehicles** are allowed at any time. Smaller trailers will be allowed on a case-by-case basis, please inquire with Homeowner.

14. Noise: Guests are expected to maintain a peaceful environment with consideration and courtesy to neighbors. Noise levels, especially after 9 pm, should be kept to a minimum. Excessive noise or any complaints from neighbors will be grounds for immediate termination of lease with no refund given. (Please keep in mind that although neighbors are far away, sounds travel very easily across the valley.)

15. Entry by Homeowner: Homeowners reserve the right to enter the property for emergency or repair purposes or if concerned about Guest's care of the home. Homeowner, when possible, will call the guest prior to entering, on the phone number supplied at time of reservation.

16. Please close windows when not in home. Mountain storms can approach with little warning and can be quite strong. Please do not leave windows open when gone as rain will quickly do harm to the all wood interior of home.

17. Grill: Grill shall be wiped down thoroughly, on top of grates as well as under grates.

****This is vital to deter raccoons, mice, opossum, and yes, even bears.** Supplies are located in basket next to the back door.

18. Fire Table: It is imperative that guests use an abundance of common sense when enjoying a fire in the propane fire table on the rear patio. Children should be watched at all times to avoid injury to them. Complete directions for the fire table are located in the binder on the shelves in the back hall and inside the fire table access door.

19. All doors and windows must be closed and locked when not in home and at time of check-out.

Guest agrees to the terms of this Short Term Rental Agreement, as evidenced by the electronic signature(s) on file with Reservation Service or our Website, or by confirmation by email.