



**LEASE AGREEMENT (Page 2 of 4)**  
**POINT DILLON LAKEFRONT CONDO**

TENANT AGREES AS FOLLOWS

**RENTS:** Pay to LANDLORD as rent the sums listed above in advance by the dates specified.

**CHECK-IN, CHECK-OUT:** Tenant agrees that rental commences no earlier than 4PM on the day and date indicated on the confirmation sheet. No early check-ins allowed to permit ample cleaning time. Tenant agrees to vacate the premises not later than 11AM on check-out day, remove all trash and place in plastic garbage bags in the proper outside receptacles and leave the home in a tidy, orderly manner.

**MAXIMUM OCCUPANCY:** Only the maximum number of people listed above and those specifically registered at the end of this document shall occupy the premises at any time. Children are counted in total occupancy unless they are under age two and normally sleep in a crib. Over-occupancy is a material violation of your vacation lease agreement and will cause an expedited eviction, forfeiture of all sums and additional charges.

**HOUSEHOLD SUPPLIES:** Landlord will provide only an initial supply of hand soap, dishwashing detergent, laundry detergent, paper towels, toilet paper and garbage bags. Additionally a variety of spices and cooking ingredients may be available for Tenant's use. All other household and cooking supplies needed shall be the responsibility of the Tenant. Clean linens and bath towels will be provided upon your arrival.

**NOT INCLUDED:** Not included in this lease is daily maid service, household supplies, baggage handling, long distance charges, auto rental, food, liquor, laundry, personal items, excessive wear and tear, excessive cleaning upon departure (i.e. stained or soiled cushions, upholstery, carpet shampooing, etc.)

**CHILDREN:** All children shall be supervised at all times and not be allowed to enter the pool without adult supervision. **THERE IS NO LIFE GUARD ON DUTY.** Severe injury or death could result from failure to properly supervise the children. Additionally children are not to play with any of the furnishings. This home is **NOT CHILD PROOF** and requires children to be constantly supervised. Tenant alone is responsible for child safety. Antler lamps and other furnishings can cause injury to children and Tenant accepts all responsibility for such risk.

**HOUSE PARTIES:** There shall not be any "house parties" on the Premises, there shall never be more than 10 persons on the Premises at any time nor shall Tenant's guests ever be alone on the Premises.

**DISTURBANCES:** Tenant acknowledges that the Premises is part of a quiet peaceful condominium community and will be highly considerate of the neighbors. The Premises shall not be used in such a manner as to generate noise (including loud music) which will disturb neighbors, nor will neighbors be harassed or bothered in any manner. Absolute quiet time begins at 10 P.M. until 7 A.M. daily. Tenant agrees to pay any fines associated with disturbance of the neighbors as imposed by the Homeowner's Association.

**NO-SMOKING:** Smoking is strictly prohibited anywhere on the property and is grounds for immediate eviction.

**PETS:** of any kind are NOT allowed anywhere on the premises.

**VEHICLES:** No more than (3) vehicles shall be parked on the premises at any time. At least one indoor parking spot is available to the Tenant.

**LOCKED OWNER'S CLOSETS/GARAGE:** It is expressly agreed that the locked closets are private and for the the sole use of the owners. These areas are absolutely NOT included in this lease.

**ALTERATIONS:** No alterations shall be made to the premises, nor locks installed anywhere.

**WEAR & TEAR:** Tenant agrees to maintain the premises in the same condition as when received and will not allow any waste, misuse or neglect or should any waste, misuse or neglect occur on the leased premises that the responsibility shall be that of the TENANT.

**CLEANLINESS:** That the premises shall be kept in as clean, healthy and safe as conditions of the Premises permit and causing no unsafe or unsanitary conditions. That no junk or garbage will be allowed to accumulate on or near the premises. Care share be taken not to damage the upholstery or leather cushions.

**POOL RULES:** Tenant agrees to abide by the "Pool Rules" and assumes all risks of using any of the facilities.

**FURNISHINGS:** Tenant agrees not to move or alter any of the furnishings and shall use them only for the purposes intended. Tenant shall respect and protect all furnishings and decor and understands that some of the furnishings are unique and valuable. Tenant shall be solely responsible for replacement value for any damage or destruction to furnishings on the leased Premises.

**NEEDED REPAIRS:** That should any repairs be necessary, the Landlord or the designated property manager will be notified as soon as possible.

**FAILURE OF A SYSTEM, APPLIANCES OR AMENITY:** In the event the Premises sustains a failure of a system, amenity or appliance - including but not limited to water, sewer, electrical, mechanical, or structure systems: pool, Jacuzzi, electronic or entertainment equipment or service- neither the Landlord or Owner shall be liable to Tenant in damages and no refunds will be given for such failures. However, the Landlord, or property manager upon being notified of any malfunction will make a reasonable effort to promptly repair or replace the failed system or advertised equipment. Sometimes the difficulty of getting parts to this mountain location can be time consuming and frustrating.. Tenant understands and accepts the fact that this property is leased for its mountain location and lakefront appeal and not its modern conveniences, and therefore some systems, amenities and appliances may not be fully functional at all times and it may be unreasonably difficult or impossible to get a malfunctioning system, amenity or appliance operating within the lease period.

**KEYS/GATE OPENERS:** Entry instructions will be mailed upon receipt of final payment. Loss of keys shall result in a fee of \$45.00 plus replacement costs.

**TENANT'S PERSONAL PROPERTY:** TENANT'S personal property and effects are the TENANT'S sole responsibility throughout the tenancy. LANDLORD'S insurance will not cover TENANT'S personal property and TENANT agrees to carry his/her own insurance on such property and personal effects. All personal property of the tenant on said premises shall remain his sole responsibility and risk, and the Landlord shall not be liable for any damages to, or loss of such personal property arising from any acts of negligence of any other person, nor from the leaking of the roof, or from bursting, leaking, or overflowing of water, sewer, or from plumbing fixtures, or from the handling of electrical wires or fixtures, or from any cause whatsoever, nor shall the Landlord be liable for any injury to the tenant or other person in or about the premises, the tenant expressly agreeing to save the Landlord harmless in all such causes and events.

**(Page 3 of 4) Additional Provisions:**

**UNAVAILABILITY OF PREMISES/DUPLICATE BOOKING/OTHER:** If for any reason the Landlord is unable to provide the Premises in a fit and habitable condition or make the Premises available for this lease, the LANDLORD shall either A) provide and TENANT shall accept a substitute reasonably comparable property and LANDLORD shall pay any additional charges that would be due in excess of the rate for the original booking **OR** B) refund all rents and fees paid for the original booking together with a 15% (of base rental) override and cancel the lease with no further liability. It is hereby agreed that these are the only two alternatives and the sole remedy for any and all damages, liability or inconvenience arising out of LANDLORD's failure to make the Premises available.

**ACTS OF GOD/CONSTRUCTION NOISE:** Landlord shall not be liable for events beyond their control which may interfere with Tenant's occupancy, such as Acts of God, acts of governmental agencies, fire, strikes, war, inclement weather and construction noise from nearby sites. NO REBATE OR REFUND will be offered in these circumstances.

**INSURANCE:** Tenant agrees that Landlord shall not be liable for travel disruptions, Tenant's personal property or illness or injury. Tenant is strongly encouraged to purchase a Vacation Insurance Policy. Please ask us for referrals.

**RIGHT OF ENTRY:** The Landlord, his agents or representatives shall have the right to enter the Premises during reasonable hours to inspect, make alterations and/or repairs, or to provide maintenance as Landlord may deem appropriate. TENANT acknowledges that routine care taking and grounds maintenance will occur periodically during the lease period.

**ABANDONED PERSONAL PROPERTY:** When the TENANT vacates or abandons the property any personal property left behind on the premises shall be deemed abandoned by the TENANT and LANDLORD shall not be held responsible. During TENANT's occupancy TENANT is solely responsible for the security of all of TENANT's personal property and the LANDLORD shall not in any way be liable for loss, theft or damage of the same. Additionally, TENANT shall however, be responsible for LANDLORD's personal property under the TENANT's control by virtue of this lease. If you leave something behind we will make every effort to locate it and return it to you C.O.D. Items unclaimed after thirty days will be donated to charity.

**DAMAGE/SECURITY DEPOSIT:** May be applied to actual damages caused by TENANT, excess phone or cable charges, excessive cleaning charges, excess services required, fines imposed and/or costs of enforcing this lease. Within 30 days following the end of the tenancy the Damage/Security Deposit will be applied, accounted for or refunded to the TENANT. If the TENANT has provided a credit card, the TENANT hereby authorizes the LANDLORD to charge these charges to his/her account. Tenant shall report any damage noted upon arrival to avoid any Damage/Security Deposit losses.

**INDEMNIFICATION AND HOLD HARMLESS:** Tenant agrees to indemnify and hold harmless Owner and Landlord and their representatives from and against any liability for personal injury or property damage sustained by any person (including Tenant's guests) as a result of any cause, unless caused by the gross negligence or intentional willful act of the Owner or Landlord.

**ASSIGNMENT:** This lease may not be assigned or any portion of the Premises sublet. Any attempt to do so shall be considered a material breach.

**SURRENDER OF PREMISES:** Tenant covenants and promises to surrender the premises in as good and the same condition as the commencement of the rental period, reasonable wear and tear excepted; and to reimburse Landlord the amount, including reasonable attorney's fees, for all other damages. Soiling, tearing and/or discoloration of the seat cushions is NOT considered reasonable wear and tear and will be billed as additional cleaning or damage.

**EXPEDITED EVICTION:** If Tenant (i) holds over in possession after the Tenant's tenancy has expired; (ii) commits a material breach of any provision of this agreement (including any addendum hereto) that according to its terms would result in the termination of Tenant's tenancy; (iii) fails to pay rents as required by this agreement; or (iv) has obtained possession of the Premises by fraud or misrepresentation, the Tenant agrees to an expedited eviction as the law allows.

**LAWS:** That no laws, statutes or ordinances of a jurisdictional government agency will be violated on the premises nor the Premises used for any such purpose.

**ENFORCEMENT OF LEASE:** That should LANDLORD incur any expenses in enforcing the terms of this Lease, TENANT shall promptly reimburse LANDLORD 100% for such expenses

**DISPUTES:** This lease shall be governed by and interpreted in accordance with the laws of the State of Colorado and County of Summit. Any action relating to this agreement shall only be instituted and prosecuted in courts in Colorado. Tenant specifically consents to such jurisdiction and to extraterritorial service of process.

**DEFAULT BY TENANT:** Tenant agrees that every condition, covenant and provision of this lease is material. A breach of any of these will constitute a material breach giving the Landlord the right to terminate this lease, the right to immediate possession of the premises, and the right to all damages including but not limited to costs of enforcement and reasonable attorney's fees.

**SOLE AGREEMENT:** This document including any attachments incorporated by reference herein constitute the entire and sole agreement between the Landlord and Tenant respecting the leased Premises, the leasing of the Premises to Tenant, and the lease term created under this Lease, and correctly sets forth the obligations of Landlord and Tenant to each other as of its date. Any agreements or representations respecting the leased premises or their leasing by the Landlord to Tenant not expressly set forth in this agreement are null and void.

**CHANGES:** The parties hereby further agree that any changes to this agreement are to be in writing to be enforceable or otherwise are null and void.

**FAX:** Copies and signatures by facsimile are considered valid. The parties shall retain the originals for verification upon request.

**DEFINITIONS:** Wherever "Landlord" is used it is intended to mean both Landlord and Owner. The use of the word Tenant shall include both singular and plural.

**SEVERABILITY:** If any part of this agreement is found by a court of competent jurisdiction to be unenforceable than the remainder of the agreement shall still be in full force and effect.

**ARBITRATION & CONSENT TO JURISDICTION:** Tenant and Landlord agree to binding arbitration In Denver, Colorado under the rules of the American Arb. Assoc.. Should Landlord be required to take any action to enforce or recover under this agreement or should the Tenant initiate any legal proceeding against the Landlord (the Released Party), the tenant shall pay the Landlord's costs of arbitration and litigation including without limitation, reasonable attorney's fees.

(Page 4 of4) **RELEASE OF LIABILITY, AGREEMENT NOT TO SUE**  
**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS**

***READ IT CAREFULLY***

I/WE, THE TENANTS, AM/ARE AWARE THAT BEING IN OR AROUND POOLS, DECKS, SPAS, FIREPLACES, STAIRS, ELEVATORS, KITCHENS, LANDSCAPING AND OTHER VACATION CONDO STRUCTURES ENTAIL CERTAIN RISKS. I ASSUME THE RISK(S) OF PERSONAL INJURY, ACCIDENTS AND/OR ILLNESS, INCLUDING BUT NOT LIMITED TO SPRAINS, TORN MUSCLES, AND/OR LIGAMENTS; FRACTURES OR BROKEN BONES; EYE DAMAGE; CUTS, WOUNDS, SCRAPES, ABRASIONS, AND/OR CONTUSIONS; DROWNING, AND/OR HEAD, NECK, AND/OR SPINAL INJURIES; SHOCK, PARALYSIS, AND/OR DEATH.

I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED, AND HEREBY AGREE TO ACCEPT FULL RESPONSIBILITY FOR THE RISKS INVOLVED.

In consideration of being allowed to be a guest and/or lessee at the condo home and being permitted to use the property and facilities:

1. I agree that I WILL NOT SUE, or otherwise make any claim against the RELEASED PARTIES for any loss, injury or damage resulting from use of the property or any participation in the above-listed activities.
2. I agree that the Released Parties SHALL NOT BE LEGALLY RESPONSIBLE for any loss, injury or damage to myself resulting from the negligence or other acts however caused, of the Released Parties , or any of them.
3. I agree that my participation in the above-listed activities will be conducted with the utmost vigilance and common-sense with safety in mind at all times. I further agree to follow at all times the house and pool rules and requests of the Released Parties.
4. I understand and agree that any facilities or equipment which I may use of the Released Parties during this activity, I use at my own risk and it is expressly understood and agreed that the Released Parties SHALL NOT BE LIABLE for any loss, damage, or injury resulting from use of the said facilities or equipment.
5. I also agree TO RELEASE AND HOLD HARMLESS the Released Parties, its employees, members, shareholders, principals, employees, agents, or contractors from all actions, claims, or demands for myself, my heirs or personal representatives for any loss, injury, or damage resulting from my use of the property or participation in the above-listed activities. The terms of this release shall also be binding as to any other persons, including all family members, heirs, executors, guests or administrators, and including any minors which may accompany me.
6. I am over the age of 18 years of age/or my legal guardian has also read and agreed to this release.
7. EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks of the facilities on this property and the activity which I and any minor children to which I am responsible, will engage in, I confirm that I am (we are) physically and mentally capable of participating in the activity and using the facilities with the utmost of care. I understand that there is no life guard on duty and I am solely responsible for the safety and supervision of minor children, myself and my guests. I am totally aware of the risks, and expressly assume all of the risks and take full responsibility.
8. If any portion of this Release is held invalid the balance of the Release shall remain in full legal force and effect.
9. AUTHORIZATION for MEDICAL TREATMENT:: I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my behalf. Definitions: Wherever RELEASED PARTIES is used it is intended to mean both the property owner, Sunshine Pointe LLC, their members, shareholders, principals, agents, employees, affiliates and assigns all as RELEASED PARTIES.. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND the RELEASED PARTES AND I SIGN OF MY OWN FREE WILL. In the event of any dispute under this agreement I consent to arbitration in Denver, Colorado under the rules of the American Arbitration Association. If a releasing party initiates arbitration or any legal proceeding against any of the Released Parties, the costs of arbitration and litigation, including without limitation, reasonable attorney's fees shall be paid by the releasing party.