

# **DURANGO PROPERTY MANAGEMENT**

## **GUEST LICENSE AGREEMENT**

Thank you for choosing to stay with us. B.I.G. Investments, dba Durango Property Management (DPM- “Agent”) is not the owner of this property, however, being duly licensed in the State of Colorado, is currently acting as Exclusive Rental Agent for the property, under an active Exclusive Management Agreement with the owner.

The following is intended as an overview of our Rental Policies. Although it is designed to address the most common questions and situations that you (“Guest”) might face during the course of our business, please call us for questions or clarification. After review, please sign where indicated and return to Durango Property Management.

1. **RENTAL DEPOSIT-** Within 7 days of the date of booking the reservation, we require a rental deposit equal to 50% of the base rental rate. This deposit will be credited toward your final bill. A confirmation will be sent to the guest at the time the reservation is made.
2. **SECURITY DEPOSIT-** A Security Deposit of \$250.00 is due 30 days prior to arrival, in the form of a credit card (Visa or MC), money order, cashier’s check, wire transfer, or personal check. A credit card will be authorized, but not charged, and a personal check will be held, but not cashed, unless the departure inspection reveals damage to the property. This security deposit will be applied toward the repair of any damage or additional cleaning to the property, in excess of normal wear and tear, to be determined solely by Agent. In the event of damage or excess wear and tear to the property during Guest’s occupation of the property, within 30 days, Agent shall provide Guest with a written declaration of said damages and the final costs of repair. Guest shall bear the costs of ANY said repairs.
3. **FULL PAYMENT-** Full payment is due 30 days prior to arrival.
4. **TAXES-** All properties are subject to a local 9.9% Sales and Lodger’s tax. All advertised rates do NOT include taxes. Tax charges will appear on your rental confirmation. Sales Tax charges do not apply to any rentals of more than 30 days.
5. **CANCELLATION POLICY-** If cancelled sixty (60) days prior to arrival date, your Rental Deposit will be returned, subject to a \$50 administrative fee. If the cancellation is less than sixty (60) days prior to arrival, the Rental Deposit is non-refundable unless we are able to re-rent the unit for the same rental term and period. If re-rented, the Rental Deposit will be returned, subject to a twenty five percent (25%) administrative fee. Cancellations less than thirty (30) days prior to arrival will forfeit the Rental Deposit and there will be no refund. In any case, if a reservation is cancelled, the Security Deposit will be returned in full. Refunds will be processed within thirty (30) days.

6. **INSUFFICIENT FUNDS-** Any payment returned for Insufficient Funds will be subject to a \$50.00 administrative fee.
7. **RESERVATIONS-** DPM takes great care to properly manage its bookings. On a very rare occasion, we have mistakenly double booked a particular property on the same date. In such a situation, we reserve the right to relocate Guest to a comparable rental property. In such a situation, DPM will pay any additional rental charges or refund any amount due Guest, based on the difference in rental prices between the two properties. Guest may choose to accept or reject the replacement property. If Guest rejects the replacement property, Guest will receive a full refund of all rents and deposits paid. This will be the sole remedy for the inconvenience.
8. **CONFIRMATION-** Confirmation of the reservation will be mailed, faxed, or e-mailed to Guest upon making the reservation. Please review the Confirmation for accuracy of names and addresses, dates, number of adults and children, and accommodations. The Confirmation must be signed and returned to Agent by mail or fax at 970-385-1969.
9. **CHECK-IN TIME IS 5:00 PM. CHECK-OUT TIME IS 10:00 AM.** We can be flexible with these times if you call to make arrangements ahead of time. Please respect these times as we need time to prepare the unit for you and the next renter.
10. **CHECK-OUT PROCEDURES-** In addition to these policies, DPM is providing you with a Departure Checklist. Guest acknowledges that he/she has received this Checklist and will comply with its terms. Departure Procedures will be furnished to guest along with the final instructions prior to arrival.
11. **MAXIMUM OCCUPANCY-** Shall be strictly enforced. The maximum number of occupants shall be noted on your Confirmation.
12. **KEYS-** Guests will be furnished the code to a lockbox which holds the keys to the property. In the event of loss or damage to the keys, Guest will be charged a \$50.00 administrative fee. If Guest is locked out during business hours, Agent will open the door for a \$50 administrative fee. Guest will need to engage a locksmith during off-hours.
13. **HOME FURNISHINGS-** All properties are equipped with furniture and basic housekeeping items such as kitchen appliances, pots, pans, dishes, silverware, towels and linens. Many properties also have the Owner's personal sporting equipment in storage. Please do not rearrange or remove these from the property. We will inventory all items upon your departure and Guest will be charged for any missing items.
14. **EVICION OF GUEST-** The following will be grounds for the immediate eviction of Guest, **WITHOUT REFUND:**
  - A. **INTENTIONAL DESTRUCTION OF PROPERTY**
  - B. **EXCESSIVE OCCUPANCY, WITHOUT AGENT PERMISSION**
  - C. **PETS, WITHOUT AGENT PERMISSION**

D. HOUSE PARTIES/ UNDER AGE DRINKING  
E. ILLEGAL CONDUCT/ ILLEGAL DRUG USE

15. NO SMOKING- We have a strict no smoking policy in ALL of our properties. Please step outside. We will assess additional cleaning fees to properties in which Guests have smoked.
16. AMENITIES- All properties are different and Agent takes extreme effort to provide accurate information of amenities and furnishings before Guest's arrival. All properties are equipped with TV's and telephones, unless specifically excluded. Basic programming and local calls are included in your rental. Long distance calls and Pay-Per-View programming are NOT allowed and could result in the forfeiture of the Security Deposit.
17. INSPECTION- Agent will inspect the property after Guest's departure. Any damage, excessive cleaning, abuse, or loss caused by Guest, Guest's party or Guest's invitees during Guest's stay will be noted and deducted from Guest's Security Deposit.
18. REPAIRS AND SERVICE CALLS- Agent makes every effort to maintain the property in good working order. In the event that a repair must be made during Guest's stay, Agent will make every effort to accomplish said repair quickly and efficiently and at as little inconvenience to Guest as possible.
19. RIGHT OF ENTRY- Agent reserves the right to enter the property upon reasonable notice to Guest, or in the case of an emergency, in order to investigate disturbances, assess damage, and to make necessary repairs, or to quickly show the property to prospective Buyers or Guests.
20. INCLEMENT WEATHER/ ACTS OF GOD- Agent shall not be responsible for weather, Acts of God, or for events beyond their control which may interfere with Guest's occupancy. There are no refunds if you are unable to reach Durango or Durango Mountain Resort due to weather. Winter weather is unpredictable and we recommend a 4x4 vehicle or snow chains.
21. EXPEDITED EVICTION- A material breach of this Agreement by Guest(s), Guest's party or invitees, which results in damage to the premises, injury to Guest(s) or others, a breach of the peace, a nuisance to others, or a violation of criminal law or local code, shall be grounds for IMMEDIATE EVICTION and forfeiture of rents and any deposits. Any reservation made under false pretenses or fraud will result in forfeiture of any rents or deposits and the party will not be permitted to check in.
22. INDEMNIFICATION AND HOLD HARMLESS- Guest(s) agree to indemnify and hold harmless the Owner(s) and Agent(s) for any liabilities, theft, damage, injury, cost or expense arising from or related to any claim for damages, or litigation arising from or in connection with Guest(s)' use and occupancy of the rental property. This shall include Guest(s), Guest(s)'s heirs, successors, assigns, invitees, and representatives.
23. DISPUTES/ GOVERNING LAW- Any disputes related to Guest(s)' tenancy or occupation of the premises shall be first submitted to non-binding Mediation between the

parties. If a solution cannot be reached in mediation, parties agree to submit their dispute to binding Arbitration. Parties agree that litigation will be the last recourse. Any dispute between the parties will be governed by the laws of the state of Colorado.

24. FAIR HOUSING- This rental property is leased without regard to race, color, religion, sex, national origin or handicap. The Agent reserves the right to refuse service to anyone.

I have read and understand the foregoing Policies and will abide by these Policies during the entire course of our tenancy.