



Disclosures and Policies

Welcome to Aspen Brook Vacation Homes! We look forward to your visit. Below you will find our Disclosures and Policies. Please sign this form acknowledging your acceptance for yourself and all guests staying in the home you have rented. Please return a copy to our office prior to your arrival either by scan and email or postal mail.

Aspen Brook Vacation Homes, LLC (“Aspen Brook”) is the agent of the individual who owns the Home you have rented (“Homeowner”). As agent of the Homeowner, we have duties to represent them in accordance with the terms of a Property Management Agreement that exists between the Homeowner and *Aspen Brook Vacation Homes, LLC*.

Use of Home: The Home you have rented and Facilities at Aspen Brook are to be used only by you and the number of Guests you have listed in your Rental Contract. The Home is not a base for gathering others who may be staying at other properties in Estes Park. Only the number of guests permitted for your rental home are allowed in the home at any time.

Guest Entry: The Home you have rented is available to you beginning 3 pm on the date of your arrival until 10 am on your departure date. Early entry into the home is not permitted without prior authorization from Aspen Brook’s Office. Early entry is **Trespassing** and grounds for cancellation of your Rental Agreement without refund. For safety purposes and insuring the home is property ready for your enjoyment, **NO EARLY CHECK-INS ARE PERMITTED.**

Cleaning: We expect you to leave the Home in as good a condition as when you arrived. You will be charged the cost of repairing any damage to the Home or furnishings and the cost of any extraordinary cleaning (ie. – removing stains from carpet)

Violation: In the event of a violation of these Disclosures and Policies by you or any of your Guests or invitees, and in the event the violation is not promptly corrected, Aspen Brook may immediately terminate your right to use and occupy the Home without refund.

Changes in Home Rented: While it is very rare, it is possible that the Home confirmed for your reservation may become unavailable. Should such an event occur, you will be notified as soon as possible and will be offered another Home. If a move is not possible or acceptable to you, your deposit will be fully refunded. However, no compensation will be made for alleged damages resulting from a cancellation necessitated by the unavailability of the Home you rented. We strongly recommend you obtain trip insurance.

Damages or Malfunctions: Aspen Brook will arrange for repairs to the Home or its furnishings as quickly as possible, but no refunds will be made in the event that a repair is needed unless the damage or malfunction renders the Home uninhabitable. No refund will be made and you will be responsible for the cost of any damage or malfunction caused by you or the negligent or intentional acts or omissions of any of your Guests. If your Rental Home has a **Hot Tub**, and any cleaning or repair is required due to your negligence or abuse, you will be charged for cleaning and/or repair.

Entry: A representative of Aspen Brook may enter the Home during your stay to facilitate necessary repairs or inspect for damage. If Aspen Brook reasonably believes an emergency exists, a representative of Aspen Brook may enter the Home without prior notice to you.

Defects, Defective Condition, Acts of Third Persons: Aspen Brook and the Homeowner will not be liable to you, your Guests, or invitees for any damage or injury to you, your Guests, or invitees. This includes your property or the property of Guests or invitees occasioned by any defect or defective condition in or about the Home or Aspen Brook property, or defective wiring, breakage or stoppage of plumbing or sewer system (whether resulting from pipes or otherwise), or occasioned by the act or omission of any third party, or the repair of any damage, or from any other cause whatsoever unless caused by the gross negligence or intentional acts or omissions of Aspen Brook, its agents or employees. You will be solely responsible for any casualty, theft, accident, or other liability occurring in the Home or on Aspen Brook property. You hereby waive all claims against Aspen Brook and the Homeowner for any damage or injury to you or your property,



except such damage or injury as may be caused by the gross negligence or intentional acts or omissions of Aspen Brook, its agents or employees. You agree to defend, indemnify and hold harmless Aspen Brook and the Homeowner against any cost, liability, or expense arising out of any claims of any person or persons whatsoever by reason of the use or misuse of the Home by you, your Guests or invitees or by reason of any violation of any law by you, your Guests or invitees.

Jurisdiction, Venue and Attorney's Fees: In the event of any litigation arising out of your Rental Contract, our Cancellation Policy or these Disclosures and Rules ("Legal Documents") or your occupancy or use of the Home, the Court shall award to the party that substantially prevails in such litigation all costs and reasonable attorney's fees. Jurisdiction and venue for any litigation arising out of the Legal Documents or your use or occupancy of the Home shall be in Larimer County, Colorado.

Risks: You should be aware of certain risks and dangers inherent in any recreational activity in the Estes Park area. These risks may include altitude sickness, hypothermia, dehydration, sunburn, heat stroke, strained or torn muscles, broken bones, Lyme's Disease, paralysis and death. The weather is unpredictable, may change quickly and become very dangerous. Rocks and boulders may be unstable resulting in falls or rock slides. Rocks in the river are very slippery and may not be visible. Pine trees killed by the Pine Bark Beetle may fall unexpectedly. The rivers are swift and can be dangerous. Flash flooding may occur without warning. Wildlife may appear calm and docile but can attack without warning. It is easy to become lost in the mountains particularly at night. You may be bitten by ticks that may be difficult to see and remove. By staying at Aspen Brook Vacation Homes and participating in various recreational activities at Aspen Brook or the surrounding area, you and your Guests are assuming the risk of property damage, injury, illness, paralysis, emotional pain, suffering and death as a result of these and other risks and dangers. Before arriving, please be sure you and your Guests are not suffering from any condition, impairment, disease, infirmity or other illness or injury that would affect your ability to tolerate the altitude and weather or participate in recreational activities. You agree to defend, indemnify and hold harmless Aspen Brook and the Homeowners against any damages, costs or expenses arising out of any claims of any of your Guests regarding property damage, injury, illness, paralysis, emotional pain, suffering, or death as a result of the above described.

Homeowners' Association Rules & Regulations

1. **Smoking and Pets are not allowed on Aspen Brook property. \$500 Fine for Smoking on Property or in Rental Home**
2. **Motorcycles, ATV's, snowmobiles, campers, mobile/motor homes, trailers, etc. are not allowed at Aspen Brook – they will be towed by the HOA at owner's expense**
3. **Each home has two parking spaces. See the Aspen Brook office for additional overflow parking areas**
4. **Quiet hours are 9:30 pm to 8 am**
5. **Loud music or activities that interfere with other homeowners or guests are not permitted**
6. **Garage doors must remain closed at all times – unless moving a vehicle in or out**
7. **Turn off exterior lights after use. Homes are in close proximity to others. Lights left on can impact others**
8. **Fireworks and Firearms in any form are not permitted**
9. **NO camping on Aspen Brook property**
10. **Destruction of trees and plants is not permitted. You may not pick wildflowers – it's against the law**
11. **Please stay on the roads of Aspen Brook when walking and not cut through homeowners' yards**
12. **The posted 15 MPH speed limit must be obeyed**
13. **The Playground area is open 9 a.m. to 9:30 p.m. Use at your own risk. Children must be accompanied by an adult at Playground and River Areas. The river can be extremely dangerous and posted rules must be obeyed. No campfires are allowed on Aspen Brook property. Thank you for your compliance**

I accept responsibility that all members of my party are informed and will abide by this Agreement.

Signature

Print Name

Date

Unit #

Arrival Date
