

# MOJITO CREEK

## VACATION RENTAL AGREEMENT – TERMS AND CONDITIONS

This Rental Agreement is entered into by and between the renter, hereinafter referred to as “Host,” and/or “Guest(s),” and MOJITO CREEK LLC, hereinafter referred to as “Manager.” It is the responsibility of Host/Guest(s) and all persons staying at MOJITO CREEK to be familiar with this Rental Agreement. Host and Guest(s) hereby acknowledge and agree to the following terms and conditions for the use of the Property between the Arrival and Departure Dates. Host shall ensure that all other persons staying on the property (“Guest(s)”) know of and abides by the policies and procedures herein.

1. Thank you for choosing MOJITO CREEK for your vacation rental property! We appreciate you and look forward to working with you to make your stay safe, comfortable, and very enjoyable.
2. This Vacation Rental Agreement – Terms and Conditions (“Agreement” and/or ‘Terms and Conditions’) is applicable for Guest(s) rental of MOJITO CREEK (“Property”) for the term:
  - Arriving on \_\_\_\_\_ (day), \_\_\_\_\_, 201\_\_ (date)  
at \_\_\_\_\_ am / pm; and
  - Departing on \_\_\_\_\_ (day), \_\_\_\_\_, 201\_\_ (date)  
at \_\_\_\_\_ am / pm.
3. The total rental amount for this term is \$ \_\_\_\_\_ .
4. The security deposit amount for this term is \$ \_\_\_\_\_ .
5. The primary contact person (“Host”) is: \_\_\_\_\_ and can be reached at: \_\_\_\_\_ & \_\_\_\_\_ (primary phone #s), & the home address is: \_\_\_\_\_  
\_\_\_\_\_  
Host’s email address is: \_\_\_\_\_ .
6. **Occupancy.** MOJITO CREEK maximum occupancy is 18 persons.
7. **Amenities.** MOJITO CREEK provides a wide variety of kitchen amenities, pots and pans, coffee pots, utensils, glassware, silverware, dinnerware, dishtowels, linens including bath towels, sheets, pillows and pillowcases, basic furniture, décor, TV, satellite internet, and other amenities. Guest(s) agree to take care of all items and notify Manager of any damage, etc.
8. **Payment.** A deposit payment of \$ \_\_\_\_\_ is due at time of booking. Availability is not guaranteed until Manager receives the deposit (and if paid by check, the check is deemed valid and funds are available). The balance of \$ \_\_\_\_\_ is due on or before \_\_\_\_\_ (date). If Host pays by credit card, Host’s credit card will be automatically charged on \_\_\_\_\_ (date). If all Balance Due payments are not received by the due dates, this reservation will be considered cancelled under the terms and conditions provided herein and are subject to the **Cancellation Policy**.

Host Initials \_\_\_\_\_

9. **Confirmation.** Manager will email Host a short confirmation message after the deposit payment is made. Manager will email Host a final confirmation message after the balance payment is charged. The final confirmation message will include detailed directions, check-in instructions, Wi-Fi password, and additional information.
10. **Cancellation and Refund.** If Host sends Manager a cancellation in writing (via email) at least 60 days prior to reservation Arrival Date, Manager will issue a refund of payments made, minus a \$100 cancellation fee. If Manager receives a cancellation notice fewer than 60 days prior to reservation Arrival Date, Manager will not issue a refund of any amount. **There are absolutely NO exceptions to the cancellation policy.** Unused nights caused by early departure, and/or a reduction in nights, for any reason, are considered cancellations.
11. **Travel Insurance.** We do not require our guests to purchase travel insurance but do recommend that Guest(s) do purchase travel insurance for her/his own protection. Travel insurance may help cover your vacation investment, offset expenses from travel mishaps, and provide you with emergency travel assistance.
12. **Damage Deposit.** Host authorizes a Damage Deposit hold of \$300 on Host's same credit card that is used for the initial payment. Host authorizes Manager to use Damage Deposit to pay for any damages or negligent loss to the contents of the Property, not associated with normal wear and tear, and to pay for any violations to our Policies and/or Rental Agreement, including but not limited to the No-Smoking policy and Pet Policy herein. Manager takes an inventory of all items before and after each Guest(s) stay, and inspection of the Property after Guest(s) departure will determine the cost of repairs/replacement, if any. Host/Guest(s) understand that the Damage Deposit in no way limits liability and Host/Guest(s) accept responsibility for any damages in excess of the Damage Deposit. If Property suffers no damage or loss, the Damage Deposit hold will be released within five (5) business days of Departure Date.
13. **Check-In/Check-Out.** The Property will be available beginning at \_\_\_\_\_ am/pm on the Arrival Date, and must be vacated by \_\_\_\_\_ am/pm on the Departure Date. Guest(s) who do not check out by \_\_\_\_\_ am/pm on the Departure Date are subject to late check-out fees and/or an additional night's rental.
14. **Early Check-In/Late Check-Out.** Early check-in and late check-out may be available, and will be subject to additional fee(s). Such adjustments shall be in writing (email), signed by Host and Manager, and will become a part of this Agreement, subject to all terms and conditions herein.
15. **Pets.** MOJITO CREEK LLC has a strict no-pet policy. Housing of pets in any of the buildings or grounds may result in immediate eviction and forfeiture of all monies paid, plus an additional charge of \$300 per pet.
16. **Smoking.** Smoking of any substance (including marijuana even if for medical purposes) is not permitted in any of the buildings or on any of the grounds at any time. Persons wishing to smoke any substance shall go off the grounds and away from the property. Host/Guest(s)

violating the No-Smoking Policy will be charged a minimum fee of \$200, and may be evicted immediately with no refund.

17. **Alcohol.** MOJITO CREEK does allow alcohol and requests that Guest(s) follow applicable all state/federal laws. MOJITO CREEK LLC assumes no liability for any activity related to alcohol consumption on the Property, or any activities, accidents, injury, harm, or damage related to or resulting from alcohol consumption.
18. **Parking.** Guest(s) do not need a specific parking permit and we allow parking for up to 14 vehicles. All MOJITO CREEK Guests' vehicles shall be parked on the property in parking areas. Vehicles shall not be parked on any grassy areas, too close to the creek, on Beaver Creek Road, or blocking any entrances, doorways, etc.
19. **Age Requirement.** We require all Guest(s) to be 18 years of age or older, unless accompanied by a parent or guardian. Guest(s) in violation of the Age Requirement will be evicted immediately with no refund.
20. **Trash Removal.** Guest(s) agree to take all garbage to the on-site bear-proof garbage bin or other designated collection location and secure all garbage inside this can or other designated collection location during your stay and immediately prior to departure. Guest(s) shall not place any garbage outside at any time or for any duration of time as it will quickly attract animals and put the Guest(s), Property, and surrounding neighbors and properties at risk.
21. **Keys.** Host/Guest(s) agree to leave all keys (if applicable) in the Property lockbox or as otherwise designated prior to departure. A \$50 fee will be deducted from your Damage Deposit for each missing key.
22. **Housekeeping.** Prior to your arrival, MOJITO CREEK is cleaned and furnished with fresh linens, towels, and supplies. Daily housekeeping is not included.
23. **Food and Meals.** Food and meals are not included and are Guest's responsibility.
24. **Refrigerators.** There are two (2) refrigerators available to MOJITO CREEK Guest(s). Host/Guest(s) shall empty both refrigerators prior to departure; this includes the freezers. A \$25 fee per refrigerator will be deducted from your Damage Deposit if any items remain upon your departure. MOJITO CREEK items such as condiments, coffee, etc. will be clearly labeled and should not be removed.
25. **Left Items.** MOJITO CREEK LLC is not responsible for any items left behind upon Guest(s)'s departure, or for the loss of money, jewelry, or valuables of any kind. All items left behind by Guest(s) are the sole responsibility of the Guest(s). If you feel that you may have left an item behind, please contact us and we will look for your item. If it is reasonable and cost-efficient, we will return the item(s) to you via USPS at our earliest possible convenience. Guest(s) agree to be responsible for any costs associated with returning such items.
26. **House Rules.** Guest(s) agree to abide by all applicable governmental laws and regulations during use of Property. See additional House Rules and Guidelines posted on the refrigerators.

Guest(s) agree to indemnify and hold the Manager harmless from all liability, loss or damage arising from any nuisance or harm made or suffered on the Property by Guest(s), or from any carelessness, neglect, or improper conduct of any persons entering, occupying or visiting the Property.

27. **Septic System.** Flush only septic system-safe, toilet paper down toilets. No baby wipes, paper towels, tissues, or feminine products! The septic system is extremely fragile. Any Guest(s) that violate this policy will be asked to vacate the premises immediately and no refund will issue. Host will forfeit entire security/damage deposit and Host/Guest(s) will be liable for all repairs required to restore the system to good working condition related to any breach of this provision.
28. **No Garbage Disposal.** Guest(s) acknowledge that due to the septic system, there is no garbage disposal in either of the kitchen sinks. Guest(s) shall not place or allow any food items to go into the sink drains. Host will forfeit entire security/damage deposit and Host/Guest(s) will be liable for all repairs required to restore the system to good working condition related to any breach of this provision.
29. **Wildlife.** MOJITO CREEK is located in the mountains. Wildlife is a common neighbor and shall be treated as neighbors. Guest(s) agree to take all reasonable safety precautions related to wildlife, and shall promptly notify Manager of any wildlife incidences that result in harm to Guest(s) and/or cause damage to the Property. Guest(s) agree to not approach or attempt to feed any wildlife that may come upon the Property. Guest(s) agree to not harm any wildlife on this or any other property while staying as a guest at MOJITO CREEK.
30. **Safety.** MOJITO CREEK LLC will take all reasonable precautions necessary to safeguard the Property, which will in no event be less than a reasonable degree of care. MOJITO CREEK LLC agrees to use reasonable efforts to comply with any local, state or federal law and regulations governing the safety and habitability of the Property.
31. **Open Fires.** Guest(s) agree to abide by all applicable laws regarding open fires, BBQ grills, firepits, etc. Note that as a general rule, there are no open fires of any kind allowed on the property at any time.
32. **Unavailability of Property.** In the rare event that the Property is unavailable for any reason beyond Manager’s control including, without limitation, acts of God such as fire, water damage or natural disaster, and if Manager cannot secure comparable accommodations for Guest(s), Manager agrees to transfer 100% of the rental amount to another available agreed upon time period of Host’s choice, and this Agreement will thereupon be deemed transferred. If Manager and Host are unable to reach an agreement for an alternate time period, Manager agrees to issue a 100% refund within five (5) business days. Manager’s liability to Host/Guest(s) is limited to the deposit and/or rental amount paid by Host, under any and all circumstances.

33. **Disputes.** Any dispute relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of Gilpin County, State of Colorado, and shall be governed by Colorado law. If Manager hires legal counsel to enforce the terms of this Agreement or to resolve any dispute under this Agreement, Host and/or Guest(s) shall be liable for all attorney costs and fees incurred by Manager. The Manager and Host/Guest(s) agree to attempt to resolve any and all disputes through alternative dispute resolution (“ADR”) methods including but not limited to mediation and/or arbitration prior to filing any disputes with any courts, and Host/Guest(s) shall be liable for all such ADR costs and fees. If either party files any dispute with any court prior to ADR, the other non-filing party is responsible for all costs and fees associated with any and all responses, cross-claims, and/or counter-claims. EACH PARTY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, LOCATED IN AND GOVERNING GILPIN COUNTY, COLORADO.
34. **Credit Card Agreement.** Host provides their credit card number as a guarantee of payment to Manager. Host agrees to pay all rent and charges related to Property rental. Host and Guest(s) accept all terms of this Rental Agreement – Terms and Conditions, and accept all liability for rent and charges related to Property rental, as well as any damage beyond normal wear and tear during the term of this Rental Agreement. Guest(s) understand that these costs will be charged to Host’s credit card. Host authorizes Manager to charge Host’s credit card for payment of these items and Host guarantees payment of any and all rent and charges related to this Rental Agreement regardless of approval or decline of the provided credit card number.
35. **Termination.** MOJITO CREEK LLC reserves the right to terminate this Agreement immediately and without notice upon violation of any provision herein. Manager will not issue any refunds and Host forfeits all security/damage deposit. Host and/or Guest(s) may be held liable for any and all additional costs/fees incurred to repair/replace/restore Property as a result of damage due to violations of any provision herein.
36. **Waiver and Severability.** Any waiver or modification of this Rental Agreement – Terms and Conditions will not be effective unless executed in writing and signed by Host and Manager. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under these Terms and Conditions will not be deemed to be a waiver or modification by such party of any of its rights under this Agreement. If any provision of these Terms and Conditions is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions herein, and all other terms and provisions will remain in full force and effect.
37. This Rental Agreement – Terms and Conditions is the exclusive and total agreement between Manager and Host/Guest(s).
38. This Rental Agreement remains valid and binding regardless of changes made to the reservation including but not limited to dates of Arrival or Departure, and/or transfer of the same.
39. The terms of this Rental Agreement – Terms and Conditions may be updated by MOJITO CREEK LLC from time to time.

40. Please contact us if you have any questions about our Rental Agreement – Terms & Conditions. Again, thank you for choosing MOJITO CREEK!

Agreed to by: \_\_\_\_\_  
Host Signature Date

\_\_\_\_\_  
Host Name – Printed

\_\_\_\_\_  
Host Signature Date

\_\_\_\_\_  
Host Name – Printed

and \_\_\_\_\_  
MOJITO CREEK LLC Signature Date

\_\_\_\_\_  
MOJITO CREEK LLC Name – Printed