



**Reservation Contact Information:**

**Tracey Sovereign - Manager**

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**Breckenridge Condo Rentals, Inc.**

**(970) 282-1839(o) (970)391-8727(c)**

**Web Site: [www.BreckenridgeCondoRentals.net](http://www.BreckenridgeCondoRentals.net)**

**GUEST RENTAL AGREEMENT**

**ACCEPTANCE OF THIS CONTRACT AGREEMENT AND POLICIES IS DEMONSTRATED BY PAYMENT OF INITIAL DEPOSIT AND CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN THE RENTER/GUEST AND BRECKENRIDGE CONDO RENTALS, INC. TO RENT THE BEAVER RUN UNIT #26180.**

DUE TO THE COVID PANDEMIC, FACE COVERINGS MAY BE REQUIRED FOR CERTAIN INDIVIDUALS. YOU MAY FIND THE LATEST COUNTY PUBLIC HEALTH ORDER AT <https://summitcountycyo.gov/1326/Public-Health-Orders-Business-Protocols>.

Guests may book directly and securely with Breckenridge Condo Rentals, Inc through [BreckenridgeCondoRentals.net](http://BreckenridgeCondoRentals.net) without service or usage fees unless the guest has already booked through a third-party site and then all payments will be made through the third-party site. Third-party sites may have cancellation or other policies that differ and override this agreement so please check their site's rules and policies.

We STRONGLY encourage Travel Insurance that will cover COVID-19 travel issues and we offer a \$50 discount to our guests who purchase a policy that covers lodging expenses at the time of booking through our affiliate link <https://www.squaremouth.com/22434> which offers a variety of choices of Insurance Companies and policies to fit your needs.

A. An amount equal to fifty percent of the total balance is due upon reservation as an initial deposit. Final payment is due thirty days prior to your arrival or the due date printed on your confirmation/initial deposit receipt. Failure to make final payment by the due date will be considered a cancellation. There is a Cleaning Fee of \$250.00 and a Property Fee of \$150 added to all reservations. All monies paid toward the reservation will be retained by Breckenridge Condo Rentals, Inc.. Deposits may be placed in an interest-bearing account and any interest earned on funds shall be income earned by Breckenridge Condo Rentals, Inc..

B. Upon final payment, a refundable \$500 security/damage deposit or credit card authorization for damages is require on all short term reservations of 30 days or less and a \$1000 security/damage deposit for long term stays over 30 days. If the following provisions are met, your security deposit will be refunded 14 days after your departure or no additional charges will be made to your card:

- 1) No damage is done to the unit nor it's contents including but not limited to furniture, appliances, towels and linens, carpet, lost keys, or excessive cleaning necessary.
- 2) Dishes must be washed and the trash thrown away in the trash chute down the hall prior to your departure.
- 3) Ski locker keys are returned to the back of the door and unit doors and windows are closed and locked.
- 4) There is no evidence of pets or smoking of any kind or cannabis usage in the unit.
- 5) The maximum number of guests allowed to stay in the unit (6) has not been exceeded.
- 6) Check-in (after 4pm) and Check-out (prior to 10am) times have been honored.

Repair or replacement costs for damaged or lost items or additional cleaning charges will be taken from your security deposit or credit card authorization if such damages are found. If damages exceed the security deposit amount, you agree to pay full repair/replacement costs. For the comfort and health of all our guests, we do not allow smoking, cannabis usage or pets in our condominium. A \$300 non-compliance fee will be charged if this policy is violated.

C. If for any reason, you should need to cancel your reservation there is a \$100 Cancellation Fee. If the cancellation occurs thirty days prior to your scheduled arrival, your initial deposit less the \$100.00 Cancellation Fee will be refunded. If the cancellation occurs between thirty to fifteen days prior to your scheduled arrival, we will provide a 50% refund. If the cancellation occurs 14 days or less from your scheduled arrival, all monies paid toward the reservation will be retained by Breckenridge Condo Rentals, Inc.. Failure to make final payment by the due date will be considered a cancellation. IF WE ARE UNABLE TO ALLOW YOU TO STAY IN OUR UNIT DUE TO LOCAL OR NATIONAL ORDERS PREVENTING RENTERS FROM LODGING, WE WILL PROVIDE YOU A FULL REFUND IF YOUR RESERVATION FALLS WITHIN THE TIMEFRAME OF THE ORDER AND YOU HAVE NOT YET CHECKED IN FOR YOUR RESERVATION OR WE WILL PROVIDE A PARTIAL REFUND IF THE ORDERS BEGIN IN THE MIDDLE OF YOUR STAY.

D. Unused accommodations caused by either late arrival or early departure or for “no shows” for any reason whatsoever, are not refundable including but not limited to weather related problems such as cancelled flights, closed roads, etc.. **Travel insurance is strongly advised and we recommend finding one that may protect you during a pandemic on <https://www.squaremouth.com/22434>.**

E. The maximum number of guests allowed to stay in the unit is 6. If the maximum number of guests allowed is exceeded without management approval, you will be charged a minimum \$250 fee.

F. Check-in time is 4:00pm or later. Check-out time is 10:00am or earlier. Because of scheduling issues with our professional cleaners to prepare the unit for our next guests, we cannot offer early arrivals or late check outs. Failure to check-out on time will result in a \$50 fee. We appreciate your cooperation. Please let us know immediately if there are any problems with the unit once you arrive or during your stay.

G. Beaver Run has a parking garage that is parking by permit only and the resort charges an additional \$36/night/car for parking upon your arrival during the ski season and \$15/night/car at all other times. Up to two parking permits can be issued for the condo at the registration desk however parking space is only guaranteed for one vehicle. Your vehicle will be towed without a permit. We are not responsible for vehicles parked in unauthorized areas with or without a permit. Parking is not allowed on the streets.

H. Prior to your arrival, our condominium is professionally cleaned and fresh towels and linens are provided. Beaver Run offers towels for your use while you are at the pool or hot tubs that are meant to be left in the pool area. **There are no daily linen or towel exchanges** and our cleaning company is different from the one Beaver Run utilizes so please do not mix the towels. There are laundry facilities on the second floor near the elevators in Building 3 that is accessible from Building 2. A starter supply of hand and dish soaps as well as paper goods are placed in the unit in preparation to your arrival. Depending on your usage and length of stay, you may need to purchase additional supplies. To keep down our costs and yours, we ask that before you leave you please clean the dishes and throw away all of your trash in the trash chute by the garage elevator and bring all your recyclables to the G5 Garage.

I. In the event of a maintenance issue, Breckenridge Condo Rentals, Inc. reserves the right to enter the unit or allow a contractor to enter the unit to assess and attempt to handle the problem in a timely and professional manner.

J. Breckenridge Condo Rentals, Inc. is not responsible for the loss of personal belongings or valuable valuables of any kind. All items left behind by any and all guests are the sole responsibility of the guest. If an item is found and you wish to have it returned, there will be a \$25 service fee added to the cost of postage and packaging. By accepting this reservation, the Renter/Guest agrees that all personal property, furnishings, personal affects and other items brought into the property by the guest or their permitted guests and visitors shall be at the sole risk of the guest with regard to theft, damage, destruction or other loss and Breckenridge Condo Rentals, Inc. nor Homeowner shall be held responsible or liable for any reason whatsoever.

K. Breckenridge Condo Rentals, Inc and the Property Owner shall not be held liable to the guest, guest’s guests, invitees or any other person for any accidents, injury, illnesses, loss or damage to personal property that occur while on the premises or its facilities or from use of any items provided for guests. The Renter/ Guest acknowledges that use of amenities such as but not limited to hot tubs, pools, spas, exercise equipment, sporting equipment, fireplaces, decks and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Renter/Guest’s own risk.

The Renter/Guest hereby waives and releases any claims against Breckenridge Condo Rentals, Inc. the Homeowner, and their successors, assigns, employees or representatives, officially or otherwise, for any injuries, illnesses or death that may be sustained by Renter/Guest on or near or adjacent to the property, including any common facilities, activities or amenities. Renter/Guest agrees to use any such facilities or amenities entirely at the Renter’s/Guest’s own initiative, risk and responsibility.

L. Renter/Guest hereby covenants and agrees to indemnify and hold harmless Breckenridge Condo Rentals, Inc and their agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorneys fees incurred by Renter/Guest, permitted guests, visitors or agents, representatives or successors of Renter/Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Renter/Guest or family and visitors of Renter/Guest in or about the property and Renter/Guest expressly agrees to save and hold Breckenridge Condo Rentals, Inc. harmless in all such cases.

M. The Renter/Guest shall use the property for residential purposes only and in a careful manner to prevent any damages or loss to the property and keep the property in clean and sanitary condition at all times. Renter/Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger or inconvenience neighbors, nor shall Renter/Guest use the property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit wast or nuisance on or about the property. There is security on-site and excessive or unreasonable noise coming from the unit is not permitted at any time.

## Certification, Waiver and Release of Liability Relating to COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment or cure for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.

Breckenridge Condo Rentals, Inc cannot prevent you [or your child(ren)] from becoming exposed to, contracting, or spreading COVID-19 while utilizing Breckenridge Condo Rentals, Inc's services, vacation rental properties or the facilities on, in or around the premises. Although our cleaning contractors follow the CDC guidelines to clean, disinfect and sanitize the unit, it is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize Breckenridge Condo Rentals, Inc's services and/or enter onto Breckenridge Condo Rentals, Inc's vacation rental properties and their premises, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

I hereby certify to Breckenridge Condo Rentals, Inc. and Beaver Run Resort and Conference Center as follows:

- 1) I affirm that I and all household members, do not currently have nor have experienced any symptoms of COVID-19 related illness as described by the CDC (which can be mild to severe and can include fever, cough, fatigue, shortness of breath, temporary loss of taste, digestive symptoms such as diarrhea or loss of appetite) within the last 14 days;
- 2) I affirm that I, as well as all household members, have not been diagnosed with COVID-19 within the past 30 days.
- 3) I affirm that I, as well as all household members, have not knowingly been exposed to anyone diagnosed with COVID-19 within the past 30 days.
- 4) I affirm that I, as well as all household members, have not been directed by a health care professional or public health official to self- quarantine due to a suspected or confirmed case of the COVID-19 virus by anyone with whom the I have had close or household contact (within 6 feet) in the last 14 days;
- 5) I affirm that I, as well as all household members, will wear a mask in all public places as mandated by public orders.
- 6) I affirm that I, as well as all household members, will maintain 6 ft distance between myself and unrelated parties while in public places.
- 7) I affirm that I, as well as all household members, will immediately self quarantine and notify health officials and Breckenridge Condo Rentals, Inc if I exhibit any COVID-19 symptoms during my stay or up to 14 days after my departure.

**ASSUMPTION OF RISK:** I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize Breckenridge Condo Rentals, Inc's services and enter Breckenridge Condo Rentals, Inc's vacation rental properties or use the facilities in, on or around the premises. These services are of such value to me [and/or to my children,] that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize Breckenridge Condo Rentals, Inc's services and vacation rental properties and other facilities in, on or around the premises.

**WAIVER OF LAWSUIT/LIABILITY:** I hereby forever release and waive my right to bring suit against Breckenridge Condo Rentals, Inc and its owners, officers, directors, managers, officials, trustees, agents, employees, independent contractors or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing Breckenridge Condo Rentals, Inc's services and vacation rental properties or facilities in, on or around the premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

CHOICE OF LAW: I understand and agree that the law of the State of Colorado will apply to this contract.

By signing below I acknowledge that I have read the foregoing Liability Release Waiver and understand its contents; that I am at least eighteen (18) years old and fully competent to give my consent; That I have been sufficiently informed of the risks involved and give my voluntary consent in signing it as my own free act and deed.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Print Name of Guest 1: \_\_\_\_\_  
(Last, First)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Guest 2: \_\_\_\_\_  
(Last, First)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Guest 3: \_\_\_\_\_  
(Last, First)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Guest 4: \_\_\_\_\_  
(Last, First)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Guest 5: \_\_\_\_\_  
(Last, First)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Guest 6: \_\_\_\_\_  
(Last, First)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I am the parent or legal guardian of the minor named below. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release.

Print Name of Minor: \_\_\_\_\_  
(Last, First)

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Minor: \_\_\_\_\_  
(Last, First)

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Minor: \_\_\_\_\_  
(Last, First)

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Minor: \_\_\_\_\_  
(Last, First)

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_