



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 and return with your initial deposit, or if you paid by credit card, please sign, scan and email or postal mail this form to us prior to your arrival.

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.

Cancellation Policy: Our entire cancellation policy is included as part of your Rental Agreement and is also available on our website at AspenBrook.com. Once you check-in, no refund will be made for any reason whatsoever unless the Home becomes uninhabitable.

Furnishings: The Home you have rented is furnished by the Homeowner. It has sheets, bedding, towels, table service for the maximum number of people permitted in the Home, pots and pans and appliances needed for usual cooking. Aspen Brook will not be able to add to the Home’s furnishings. If you have questions about the contents of a Home, please ask us prior to your arrival so that you can arrange to bring any items you may need that are not provided by the Homeowner.

Changes in Home Rented: While it is very rare, it is possible that the Home confirmed for your reservation may become unavailable for the time you reserved it due to flood, fire, etc. Should such an event occur, you will be notified as soon as possible and you 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 that you obtain trip insurance.

Use of the Facilities: The facilities at Aspen Brook and the Home you have rented are to be used only by you and the number of Guests you have listed in your Rental Agreement. The Home is not to be used as a base for gathering others who may be staying at other properties in the Estes Park area. The residents of Aspen Brook and their guests have the right to expect peace and privacy will be respected by all.

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 or invitees.

Mountain Pine Bark Beetle Spraying: It is possible that during your stay at Aspen Brook, the Homeowner’s Association may have the area trees sprayed for MPB. The chemical used is Carbaryl, EPA REG #432-1227. This will necessitate the following 1) no parking near the trees 2) windows closed in the Home and your auto, 3) avoidance of the area until the chemical has dried (approximately one hour).

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.

Personal Property left in Home: Let’s face it – it happens! Aspen Brook assumes no responsibility for items left in the Home. If an item found appears to have value, we will keep it for a period of time to allow for you to request its return. Returns will be happily made with payment for said shipping costs.

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

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.

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.

Jurisdiction, Venue and Attorney’s Fees: In the event of any litigation arising out of your Rental Agreement, 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

Entire Agreement: The Legal Documents constitute the entire agreement between your use and occupancy of the Home. We have not made any promises or representations to you concerning your use and occupancy of the Home, except as expressly set forth in the Legal Documents. The Legal Documents shall be binding and inure to the benefit of us and you and our respective heirs, personal representatives, successors, and in our case, assigns.

Risks: You should be aware of certain risks, hazards and dangers that are 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, unexpectedly, and become very dangerous. Rocky 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, hazards 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 or any other risks, hazards or dangers.

Homeowners' Association Rules & Regulations

1. Smoking and Pets are not allowed on Aspen Brook property
2. Fireworks and Firearms in any form are not permitted
3. Posted 15 MPH speed limit must be obeyed
4. Destruction of trees, plants, or animals is not permitted. You may not pick wildflowers – it is against the law
5. Each home has two parking spaces. If you need additional parking, see the Aspen Brook office for additional parking areas.
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 and lights left on can impact others
8. Quiet hours are 9:30 pm to 8 am
9. No camping on Aspen Brook property
10. Loud music or activities that interfere with other homeowners or guests are not permitted
11. Nothing may be attached or erected outside the Home including decorations, signs, banners or clotheslines.
12. Guests and their children must stay on the roads of Aspen Brook and not cut through homeowners' yards
13. Motorcycles, ATV's, snowmobiles, campers, mobile/motor homes, trailers, etc. may not be parked or driven at Aspen Brook
14. The Playground area is open from 9 a.m. to 9:30 p.m. Use at your own risk. Children must be accompanied by an adult. This applies to the river area as well. The river can be extremely dangerous and posted rules must be obeyed

Signer is responsible to make sure all members of your party are informed and abide by the above rules and regulations.

Signature

Print Name

Date

Unit #

Arrival Date