



## **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 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.**

**Guest Entry:** The Home you have rented is available beginning at 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

**Cleaning:** We expect you to leave the Home in the same condition as when you arrived, with normal use expected. You will be charged the cost of any extraordinary cleaning (ie. – removing stains from carpet).

**Accidental Property Damage Protection and Care of Your Vacation Home:** Your reservation is covered for accidental damages to the home you have rented and its personal property. Attached with your Rental Contract is Aspen Brook's ***Accidental Property Damage Protection Policy***. Please read this document for Coverage and Exclusions. If your Rental Home has a **Hot Tub**, any cleaning or repair required due to you or your guests' negligence or abuse, you will be charged for the cleaning and/or repair.

**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. This includes smoking on property, a pet brought on property as well as all other HOA Rules.

**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, all monies paid will be fully refunded.

**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 or your guests. This includes your property or the property of Guests or 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 or your guests or by reason of any violation of any law by you or your guests.

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**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:** 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. By staying with Aspen Brook 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, 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.

### **Aspen Brook HOA Rules**

1. **Smoking and Pets are not allowed on Aspen Brook property – Anywhere. There is a \$500 Fine per incident if you are caught smoking on Aspen Brook grounds or in the vacation 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. **Please stay on the roads of Aspen Brook when walking and not cut through homeowners' yards**
11. **The posted 15 MPH speed limit must be obeyed**
12. **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. No campfires or open fires allowed on Aspen Brook property.**

**I accept responsibility that all members of my party are informed of and will abide by this Agreement, and Aspen Brook Vacation Homes' Accidental Property Damage Protection Policy**

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Signature

Print Name

Date

Unit Name or #

Arrival Date

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