



*Alpine Villa in Breckenridge Colorado*

Owned and operated by Hawkins Properties LP

## Alpine Villa Retreat Rental Contract

I, \_\_\_\_\_, represent the party coming to the Alpine Villa (Villa) and enter into this agreement with the owners of the Villa. I understand that it is my duty to inform all of the guests in my party of the terms, policies and information outlined in this contract.

### **I. Liability** \_\_\_\_\_ (initial that you have read, understand, and agree to these terms)

I will ensure that everyone in my party reads and signs a Waiver and Release form. I understand that the Villa is off-limits to anyone who has not signed a Waiver and Release form. The Waiver and Release form contains important safety information. Our party agrees to follow the safety instructions and assumes liability for our activities while staying at the Villa. The Villa does not accept responsibility for any accidents or injuries while at the Villa.

We will act responsibly. We understand disorderly conduct is not allowed. Anyone in my party involved in disorderly conduct, illegal activity, or any unsafe behavior is subject to removal from the premise.

If my party brings children to the Villa, we will not let them go unsupervised. The steam room, pool, rock climbing wall, stairs, river, pond, and other features of the Villa pose significant danger to children. We understand that these features are designed for adult use and should only be used by children under adult supervision. If we bring small children to the Villa, we will take extra precaution. We understand that the book shelves, kitchen drawers, cabinets, plant stands, workshop, and other areas within a toddler's reach contain sharp objects, cleaning chemicals, and items that could be harmful. It is our party's responsibility to restrict access to these areas.

### **II. Inconveniences** \_\_\_\_\_ (initial that you have read, understand, and agree to these terms)

The Villa does not accept responsibility for the weather, government directed closures, government restrictions, and associated inconveniences, costs, or damages, including people's ability to perform the activities intended during their stay, access to the Villa, or people's ability to get to any other destination during their trip. We understand that there are times in the winter that it snows so heavily that roads shut down, plows are delayed in clearing the driveway, and access to/from the Villa is extremely difficult. We accept these inconveniences and others outside of the owner's control such as disruptions to power, Internet, phone, waste, water, and garbage removal services.

### **III. Features Rented** \_\_\_\_\_ (initial that you have read, understand, and agree to these terms)

We understand that if we have rented the entire Villa, we will have exclusive use of all the Villa amenities we have paid for except those designated as owner occupied. If we have rented only a portion of the Villa, the facilities we have not rented are not available for our use. We understand that the owner has an adjacent apartment and may be encountered during our stay as well as maintenance personnel.

(check all that apply):

\_\_\_\_\_ : **Main Retreat** (10 sleeping areas, 11 bathrooms, fully equipped kitchen, great room with home theatre, dining room, saloon style bar, billiards room, Roman bath, gymnasium, fitness center, media lounge, BBQ grill, laundry room)

\_\_NA\_\_ : **Nook & Cranny Loft**

\_\_NA\_\_ : **Conference Room**

\_\_N/A\_\_ : **Smoker** (commercial smoker, hickory firewood, propane gas starter)

\_\_N/A\_\_ : **Other:** \_\_\_\_\_



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### **IV. Pet Policy** \_\_\_\_\_ (initial that you have read, understand, and agree to these terms)

The Villa is pet friendly, but with restrictions. We agree to the following pet policy:

- 1) A maximum of 2 pets is allowed and a \$150 non-refundable fee is assessed.
- 2) Pets must stay off of carpeted areas unless kenneled. All bedrooms are carpeted.
- 3) Pets must be with owners at all times and not left alone at the Villa.
- 4) The pet owner is responsible for cleaning any pet hair before departure. Animal hair, waste or stains found inside the retreat will require a complete allergenic vacuuming/cleaning and extra cleaning charges will be charged
- 5) Pets cannot be left outside due to extreme cold temperatures and predator wildlife, e.g. bears and coyotes.
- 6) Guests who bring a pet without prior permission, bring more than 2 pets into the Villa, or violate this pet policy will be asked to remove their pet immediately.

### **V. Occupancy** \_\_\_\_\_ (initial that you have read, understand, and agree to these terms)

We understand the Villa is restricted by Summit County Colorado to an overnight occupancy of 26 people and parking of no more than 12 vehicles.

### **VI. Disturbances, Conduct, and Events** \_\_\_\_\_ (initial that you have read, understand, and agree to these terms)

The Alpine Villa is located in a residential neighborhood. We understand that excessive outdoor noise, trespassing on neighboring properties, and disorderly conduct are not allowed. We agree not to hold any commercial events such as weddings and not to host any outdoor parties. Anyone in my party involved in disorderly conduct, illegal activity, excessive noise, parking on neighboring property, or any unsafe behavior is subject to removal from the premise.

### **VII. Extra Charges** \_\_\_\_\_ (initial that you have read, understand, and agree to these terms)

We agree to pay extra charges for all of the items listed below should they occur:

- Use and cleaning of rooms not paid for including owner areas and optional rooms such as the conference room.
- Events or excess number of guests not paid for
- Smoke removal should any smoking occur indoors or from smoking near open exterior doors or windows.
- Pet stays, pet stains, pet hair, and pet odor removal.
- Troubleshooting, resetting, or repair of any audio, video, or network system components due to tampering.
- Water and freeze damage due to exterior doors left open in the winter.
- Return of personal items left behind.
- Use of the commercial smoker if not paid for.
- Missing items such as robes, pillows, blankets, games, and kitchen dishes.
- Damages such as broken furniture, holes in walls, and stains in carpet.
- Excessive cleaning including kitchenware, food/drink garbage, outside trash, candle wax, animal waste, and cigarette butts.
- Excessive costs incurred from disregard of doors left open, hot tub cover left off, gas fireplaces left on all night.
- Furniture, mattresses, games, sleds, and other items not returned to their original location.
- Prearranged maid and cooking services.
- Long distance dialing outside of continental United States, 1-900 calls, and pay-per-view events.
- Replacement of missing keys.

A guest manual will be provided on arrival that provides instructions on how to operate Villa's features. When followed, these instructions guide guests in properly operating all features and avoiding extra costs.



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**VIII. Confirmation, Cancellation, and Refund Policy** \_\_\_\_\_ (initial that you have read, understand, and agree to these terms)

We understand that our reservation is not confirmed until our deposit payment of 50% and signed contract has been received by the Villa. We also understand that we may lose our deposit and reservation if final payment is not provided 60 days prior to arrival. We will reference our contract on all payments provided.

We understand that if we cancel our reservation, shorten our stay, or depart early while on our trip for any reason, it will be unlikely that the Villa will be rebooked on these days. We therefore agree that after payments have been made, we will forfeit our payments unless the Villa is rebooked for the days we had reserved. If rebooked, we will receive a refund equal to the net amount paid minus a \$500 handling fee. The net amount paid to the Villa is the actual amount they received after deducting any travel agent fees, referral fees, credit card fees, discounts, or other deductions.

**IX. Kitchen Cleaning and Trash** \_\_\_\_\_ (initial that you have read, understand, and agree to these terms)

Cleaning dishes, glasses, utensils, pots, and pans as well as placing food and drink related trash in the dumpster is a guest responsibility. Should the Villa staff have to clean glasses, utensils, dishes, pots, and pans; or remove food or drink related trash; or clean up after events, you will incur a minimum fee of \$250 up to the actual cost of cleaning.

As the designated representative for our party, I have read this agreement and agree to its terms and policies. I take responsibility for communicating these terms to the rest of my party. I agree that the information provided in my reservation is accurate. Following our departure, I agree to pay for any of the extra charges that might be levied against our group as stated in this contract plus a 5% credit card processing fee. **My credit card information and authorization are provided below to be used for these extra charges.**

- Visa # \_\_\_\_\_ Exp Date: \_\_\_\_\_
- Master Card # \_\_\_\_\_ Exp Date: \_\_\_\_\_
- American Express # \_\_\_\_\_ Exp Date: \_\_\_\_\_
- CVV # on back of card \_\_\_\_\_
- Street Address associated with card \_\_\_\_\_
- Zip code associated with card \_\_\_\_\_

Name as it appears on the card: \_\_\_\_\_

Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_

Arrival Date: \_\_\_\_\_ Departure Date: \_\_\_\_\_ Purpose of Stay: \_\_\_\_\_

Number of people staying at the Alpine Villa: \_\_\_\_\_ Number of additional people visiting the Alpine Villa: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**I will be paying for this rental by:**

- Check       Bank Transfer
- Visa # \_\_\_\_\_ Exp Date: \_\_\_\_\_
- Master Card # \_\_\_\_\_ Exp Date: \_\_\_\_\_
- American Express # \_\_\_\_\_ Exp Date: \_\_\_\_\_

Name as it appears on the card: \_\_\_\_\_

**Please complete, scan, and email this initialed and signed contract to:** [info@alpinevillaretreat.com](mailto:info@alpinevillaretreat.com)

Or mail to: 2345 Tiger Road, Box 4510, Breckenridge, CO 80424