

# PCH

Poudre Canyon Homes

## Guest Registration & Lease

Agreement is entered into on \_\_\_\_\_ by and between Poudre Canyon Homes (“Agent”) and \_\_\_\_\_ (“Guest”).

In consideration of the mutual premises, covenants and agreements contained herein, Agent, who is agent of the Owner of the below described property and Guest agree as follows:

- 1. *Unit and Term.*** Guest shall occupy the real property known as: **176 Falls Creek Drive, Bellvue, CO 80512**, (the “Property”), starting on \_\_\_\_\_ and ending on \_\_\_\_\_. Check-in time is 4:00 p.m. and check-out time is no later than 10:00 a.m.
- 2. *Rent and Miscellaneous Charges.*** Total will be \$ \_\_\_\_\_. <Agent will bill Guest’s credit card> or <paid by check the entire amount>. Guest shall also be billed for the following charges, if any are incurred during Guest’s occupancy: long distance telephone calls, delivery services to the Property, satellite movie rental or pay-per-view services, and any damages. The accommodations will be held for the number of nights paid for in advance. If Guest has not checked-in by check-out time following the last night of accommodations paid for in advance with this payment, Guest will forfeit payment, unless Guest has notified Agent in writing of cancellation. If notice of cancellation is received, Guest will receive a refund of the deposit only if Property is rebooked.
- 3. *Agent’s responsibilities and Guest’s Obligations:*** Guaranteed accommodations will be held until check-out time the day following the scheduled arrival, unless canceled. If Guest has not claimed the guaranteed reservation or canceled it, Agent will bill Guest for the number of night’s lodging paid for in advance, minus any credit for rebooking the accommodations, plus applicable taxes. If the reservation is canceled, Agent will provide written verification of the cancellation only if requested by Guest.
- 4. *Use, Occupancy, Rules and Regulations.*** **Maximum occupancy of this unit is eight (8) people. Animals are okay but there is an extra charge (please see item number seven (7)). Failure to comply with the maximum occupancy will result in a triple rate charge for every night in violation.** Guest shall use the Property for residential purposes only. Guest agrees to abide by all applicable laws, ordinances and regulations of the City or town in which the Property is located in the County of Larimer, and all use and occupancy restrictions, and all rules and regulations under any applicable declaration or covenants governing the Property.
- 5. *Condition of the Property.*** Each unit is inspected and inventoried after each guest departure. Guest shall, upon entry to the Property, inspect all furnishings and appliances and unless

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otherwise reported to Agent within four (4) hours, Guest agrees that all furnishings and appliances therein are in good condition and repair.

6. **Care of the Property.** Guest agrees to return the Property, furnishing and appliances to Agent in the same condition at the expiration of Guest's occupancy of the Property. Guest will not cause or permit any neglect or deliberate misuse of the Property or the furnishings or appliances therein. If Guest causes or permits such neglect or deliberate misuse of the Property, furnishings or appliances, Guest shall bear the expense of repair of such damage or, if necessary, replacement of the furnishings or appliances. Guest shall pay the replacement cost of all items lost or missing from the Property during Guest's occupancy thereof. Guest agrees that these charges may be made to Guest's credit card and that Guest will honor and pay these charges. Agent agrees to notify Guest before any charges under this paragraph are made to the credit card.

7. **Pets and Smoking.** Pets are allowed in the Property for a \$100 per pet per visit. This is a non-refundable charge. All pets need to be approved by the Agent prior to booking. No smoking is permitted in the Property, no exceptions. This provision shall be strictly enforced. If there is smoking in the Property, Guest shall pay for the cleaning of all drapes, furniture, bedding, towels, carpeting and any other cleaning deemed necessary by Agent, in Agent's sole discretion.

Guest authorizes Agent to charge the credit card for these services and agrees to honor and pay these charges. Agent agrees to notify Guest before any charges under this paragraph are made to the credit card.

8. **Parking.** Please park in the Property's driveway, not the street.

9. **Indemnification.** Neither Owner nor Agent shall be liable to Guest for any damage or injury to Guest or any other person, or to any property of Guest or any other person, which may occur in the Property or on the premises, or on any common areas, unless such damage is the proximate result of the gross negligence or unlawful act of the Agent or his agents or employees. Guest agrees to hold Owner and Agent harmless from any claims for damages to Guest or any other person not caused by the gross negligence or unlawful act of Owner or Agent. Guest acknowledges that the Property is located in a high alpine environment, and is therefore subject to associated complications including but not limited to heavy snowfall, icy walking and driving conditions, high altitude complications, and extreme weather. The extent of Agent's obligations concerning these matters shall be to provide snow removal services consistent with local standard practices. Guest agrees to otherwise hold Agent and Owner harmless from any and all damage as a result of such altitude complications.

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10. **Attorneys Fees.** In any legal action regarding this Guest Registration and Lease agreement, the prevailing party shall be entitled to reasonable attorneys fees and costs.

11. **Miscellaneous.** This agreement shall be governed by the laws of the State of Colorado, including the Hotels and Food Service Establishments statute, C.R.S. §12-44-101 et. seq. Venue for any action filed regarding this agreement shall be in the District Court for the County of Larimer and State of Colorado.

12. **Keys.** Guest shall be provided, via lock box, with keys to the Property. Guest shall be charged a fee of \$25 per key upon failure to return all keys upon check-out. Code to the lock box and location information is provided on the sheet named "Welcome" under "keys."

13. **Credit Card.-REQUIRED Guest's damage and repair charges under this agreement shall be charged to Guest's credit card (up to \$500), as follows:**

**Card Number:** \_\_\_\_\_ **MasterCard or Visa (please circle one),**  
**Expiration Date:** \_\_\_\_\_. Guest agrees that all charges incurred by Guest under paragraph 2 of this agreement, even if billed by Agent after Guest's occupancy, may be charged to this credit card without further authorization by Guest. Any charges to this credit card under paragraphs 6, 7 and 12 will be made after notification to Guest of the reason and amount. Guest expressly authorizes Agent to make these charges to this card.

**CONFIRMATION NUMBER:** \_\_\_\_\_

**IMPORTANT: KEEP THIS NUMBER FOR FUTURE REFERENCE AND KEEP A COPY OF THIS GUEST REGISTRATION AND LEASE FOR YOUR RECORDS.**

\_\_\_\_\_  
"Guest" Authorized Signature Date



\_\_\_\_\_  
"Agent" Authorized Signature Date

**Please sign and return one copy to our office immediately, via fax or mail. We must have a signed copy on file prior to your check-in.**

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**Thank you and we hope you enjoy your stay with us!**

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