

# Five Star Properties



BRECKENRIDGE

## Rental Agreement

**Mailing Address: Five Star Properties, PO Box 5268, 620 Main St #9 Frisco, CO 80443**

1. **CHECK-IN TIME:** CHECK-IN TIME IS AFTER 4 P.M. MDT AND CHECK-OUT IS 10 A.M. MDT. **NO Early Check-in or late check-out.** A half-day rent charge will be assessed if the guest does not check-out promptly.
2. **SMOKING:** This is a NON SMOKING unit. Smoking is permitted outside or on balconies as long as the windows/doors remain shut. An additional cleaning fee will be assessed if the property has been found smoked in.
3. **PETS:** Pets are not permitted in rental home unless agreed upon at time of booking. A minimum of a \$300 fee will be assessed if a pet is found to have been in the rental home without pre-authorization.
4. **AGE REQUIREMENT:** No reservations will be made to students or singles under the age of twenty-five (25). One (1) parent is required for every four (4) children under the age of twenty-five. Parents must accompany their children under the age of twenty-five (25) at all times. Underage drinking and/or partying are not allowed in any of the rental units. Restrictions may apply regarding the number of people that may accompany a parent or legal guardian. Non-compliance of these rules and regulations will result in immediate eviction with no return of any and all payments made.
5. **DAMAGE PROTECTION:** This Damage Protection covers unintentional damages to the rental unit interior that occur during your stay, provided they are disclosed to management prior to check-out. The Damage Protection will pay a maximum benefit of \$3,000.00 as a result of inadvertent acts. The Damage Protection is purchased at the time of booking and is non-refundable. The Damage Protection does not cover the guest for soiled or misplaced linens, loss of keys, theft, failure to remove garbage from the property, or leaving the house excessively dirty. These fees will be charged to the payment method on file.
  - Non-billing stipulations include:
  - No damage or theft to the property or items in the property.
  - No violations of rental or association policies.
  - Rental is left in a neat and orderly condition.
  - All garbage is removed from the house and pool areas.
  - All keys and garage door openers remain in the house
6. **DAMAGE DEPOSIT:** A damage deposit may be required on certain properties, as noted on the Reservation Confirmation. This damage deposit will be secured as a hold on a credit card prior to check-in. The damage deposit may be used to pay amounts due not covered under the terms of Section 5 above. The credit card hold will be released after check-out, providing there is no damage for which renter may be liable.
7. **PAYMENT:** An advance payment of 35% of the rent is required at the time of booking. The BALANCE OF RENT is due 45 days before your arrival date. If a reservation shall be cancelled prior to the cancellation guidelines, a \$75 processing fee will be applied.

# Five Star Properties



BRECKENRIDGE

8. **PAYMENT METHODS:** At the time of booking, an advance payment will be required (see above) by credit card or e-check. Accepted credit cards are VISA, Master Card, Discover and AMEX. The advanced payment must be made at the time of booking. **The final rent payment must be made with cash, check, e-check, money order or cashier's check only.** If you are booking within 14 days of the arrival date, a check will not be accepted - only cash, e-check, money order or cashier's check.
9. **CANCELLATIONS** –Cancellations made after the time of booking will be non-refundable unless a worry-free cancellation option has been purchased and will result in a 100% loss of all monies paid upon cancellation. The loss can be avoided if worry-free cancellation option or CSA Travel Protection Insurance was purchased and the reason for cancellation is covered under the travel insurance policy. If you should have to cancel your reservation, please notify us immediately of any cancellation requests.
10. **Worry-Free Cancellation Option** - All payments to Five Star Beach Properties and Bliss Beach Rentals are nonrefundable at time of purchase. Travelers can add our Worry-Free Cancellation Option to their reservation for a 5% charge of the total reservation. This policy will allow travelers to cancel outside of 30 days prior to their arrival date, no questions asked, and allow them to receive a full refund minus the 5% purchase fee. Once the stay is within 30 days to the date of arrival, it will no longer be covered by this policy and will become nonrefundable. You can opt into this policy any time prior to when the final payment is made. Once final payment is made, this policy is no longer available to purchase.
11. **CHANGES TO YOUR RESERVATION** –Any changes made to a reservation will be treated as a cancellation unless worry-free cancellation option is purchased.(see Section 10).
12. **TRAVEL INSURANCE** – CSA Travel Protection Insurance is available through Five Star Beach Properties which covers cancellation or interruption of your stay, travel delay, baggage delay, rental car damage, and emergency/medical expense. The plan is optional but we strongly recommend it. In case of any unforeseen events, this insurance helps protect your vacation investment. **IF YOU CHOOSE NOT TO PURCHASE THIS COVERAGE, NO REFUNDS WILL BE GIVEN WITHIN THE 90 DAY PERIOD.** For questions concerning the travel insurance or to make a claim due to a cancellation, please call CSA directly at 800-554-9839. The insurance premium, 6.95% of the total, is non-refundable and non-transferable. View more information:  
<http://www.fivestargulfrentals.com/files/CSAInsurance.pdf>
13. **MONTHLY RESERVATION CANCELLATIONS:** Monthly renters must cancel one hundred twenty (120) days prior to check-in. Monthly renters who make a change that results in a shortened stay must be made at least ninety (90) days prior to check-in.
14. **MAXIMUM OCCUPANCY:** The maximum number of guests for this property is limited to. Exceeding the maximum occupancy will result in eviction and forfeiture of all money paid.
15. **MINIMUM STAY:** Longer minimum stays may be required during peak seasons or holiday periods. If a rental is taken for less than two days, the guest will be charged the two-night rate.
16. **INCLUSIVE FEES:** Rates include a one-time linen-towel setup. Amenity fees are included in the rental rate.
17. **NO DAILY MAID SERVICE:** While linens and bath towels are included in the unit, daily maid service is not included in the rental rate however is available at an additional rate. We

# Five Star Properties



BRECKENRIDGE

suggest you bring beach towels. We do not permit towels or linens to be taken from the units. Daily maid service is offered under the guest services at an additional cost.

18. **CLEANING FEE:** A housekeeping fee will be added to all reservations, regardless of the number of nights booked. The fee will vary depending on the size of the property. This is applied for cleaning and laundry services to an outside company upon departure. To avoid an extra cleaning charge: wash the dishes and leave the property in a neat and orderly condition. A \$75 garbage removal fee will be assessed if garbage is not removed from the house at time of check-out.
19. **ASSESEMENTS:** If any keys or entry devices are lost or misplaced, the following fees will be assessed: \$25 per door key, \$75 per electronic fob key and \$75 per garage door opener.
20. **NEIGHBORHOOD RULES/HOA:** Most homes located in residential neighborhoods controlled by a Home Owner Association. These associations have very strict rules that must be respected. Most violations warrant a fine that the guest will be responsible for paying. Many rental properties prohibit the on-site parking of recreational vehicles, personal watercraft, snowmobiles (boats, trailers, jet skis, etc.) and/or restrict the number of motorized vehicles per rental unit.
21. **NOISE ORDINANCE:** Quiet time for all properties is 10:00 P.M. until 7:00 A.M., in conjunction with Summit County ordinances. Please be considerate of your neighbors. Radios, stereos, and all other musical or entertainment devices will be played in compliance with the decibel level. The decibel levels cannot exceed fifty (50) decibels between the hours of 10:00 P.M. and 7:00 A.M. outdoors. Music played inside may not be heard outside of the property with the doors and windows closed. At 10:00 P.M., all guests not staying at the property need to depart from the premises.
22. **WEDDINGS / EVENTS:** All weddings and/or events must be pre-approved by Five Star Properties. A \$500 event fee will be assessed for any weddings or events. All events must meet local restrictions, HOA rules and follow noise restrictions. The guests are responsible for any permits necessary for beach weddings. Absolutely no more than 30 persons are permitted to be on the property at any time. Non-compliance of these rules and regulations may result in immediate eviction with no return of any and all payments made. Five Star Properties can provide a list of venues that will allow larger gatherings.
23. **POOL/HOT TUB POLICY:** Diving or jumping into the pool or hot tub may result in head, neck, or spinal injuries. The renter accepts all risk of the pool or hot tub and specifically agrees that no minor will swim unaccompanied by an adult. Community or condominium pools or hot tubs are not controlled or maintained by Five Star Properties, and cannot be held responsible for any inconvenience resulting from the pool or hot tub. Hot tubs have electrical/mechanical components. These components can sometimes malfunction. Five Star Properties, its Vendors, and the Homeowner cannot be held responsible for any malfunctioning hot tub. Please inform us as soon as possible if your hot tub is not working properly. No compensation will be given for a malfunctioning heater. Five Star Properties will do everything in its power to rectify any problems with malfunctioning equipment as quickly as possible.
24. **LIABILITY WAIVER:** Owners and Managers of this property are not liable for loss, damage of property, injury to me or my guests during my stay on the premises. I hereby release, waive, discharge and covenant not to sue the owners of this property, its officers, staff, agents, or employees for any liability, claim and or cause of action arising out of or related

# Five Star Properties



BRECKENRIDGE

to any loss, damage or injury, including death that may be sustained by me or to any property belonging to me arising out of use of the house or property.

25. **FALSIFIED RESERVATIONS:** Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in and or evicted.
26. **INCLIMATE WEATHER & ROAD CLOSURE POLICY:** Five Star Properties does not offer refunds or reschedule trips due to inclement weather or for road closures. If you are concerned about possible interruption, cancellation or delayed travel due to weather, you are strongly encouraged to purchase trip insurance at the time of booking (or at least 30 days prior to arrival; trip insurance may not be purchased after this time). [Trip Insurance](#) is 6.95% of your reservation total, and offers a comprehensive cancellation and interruptions policy which can protect you not only in event of weather related storms, but sudden emergencies as well. The peak season for blizzard type weather is December-April, and Five Star Properties strongly encourages all guests to purchase trip insurance, especially during these months.