



## "The Perfect Location"

680 South Main Street  
Building #2, Unit #11  
Breckenridge, Colorado 80424

## Owners:

Mark & Melissa Nicastro  
303-549-3665  
www.msj11.com

# Rental Agreement

1. **ARRIVAL TIME IS AFTER 4:00 PM** Mountain Time and **DEPARTURE TIME IS 10:00 AM** Mountain Time. No Early Arrival or Late Departure without prior approval.
2. This is a **NON SMOKING** unit. **There is a \$200 fine for any evidence of smoking in the unit.**
3. **Pets are permitted** only with prior approval. \$300 pet fee applies. Pet owners are responsible for cleaning up of any/all pet refuse. Pets are to be caged when in the unit alone and at night. Pets are not allowed on furniture at any time. Any evidence of pets on furniture may incur extra cleaning fees. All pets must be up to date on rabies vaccinations and all other vaccinations. Heartworm preventive is highly recommended. All pets are to be treated with Advantage or similar topical flea and tick repellent three (3) days prior to arrival. Fleas and tick are very rampant in this area and can cause harmful/fatal illness to humans and pets. All items above are the sole responsibility of the pet owner. The owners assume no responsibility for illness or injury that may incur to pets or humans while on the premises.
4. We will not rent to vacationing **students or singles under 25** years of age unless accompanied by an adult guardian or parent.
5. **DAMAGE/RESERVATION DEPOSIT-** A damage deposit of \$200 is required forty five (45) days prior to your arrival date. The deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met.
  - a. No damage is done to unit or its contents, beyond normal wear and tear.
  - b. No violation of smoking and pet polices.
  - c. No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.
  - d. All debris, rubbish and discards are placed in refuse containers outside and soiled dishes are placed in the dishwasher and cleaned. All keys are returned to the front desk.
  - e. All charges accrued during the stay are paid prior to departure.
  - f. No linens are lost or damaged.
  - g. No unapproved Early Arrival or Late Departure.
6. **PAYMENT** - An advance payment equal to 50% of the total rental cost is required in order to book the unit. The advance payment will be applied toward the unit rent. Please make payments in the form of credit card or personal checks payable to MTN Properties. The advance payment is not a damage deposit. The **BALANCE OF RENT** is due forty five (45) days before your arrival date.
7. **CANCELLATIONS** - Cancellations that are made more than forty five (45) days prior to the arrival date (120 days for reservations of more than two weeks) will incur a \$100 cancellation fee. Cancellations or changes that result in a shortened stay, that are made within 45 days of the arrival

date (120 days for reservations of more than two weeks), forfeit the total rental cost unless rebooked, then refund will be less a \$100 cancellation fee and any difference in rental amount (if less). Cancellation or early departure does not warrant any refund of rent or deposit.

8. **MAXIMUM OCCUPANCY**- The maximum number of guests per cabin is limited to eight (8) persons.
9. **MINIMUM STAY** - This property requires a two (2) night minimum stay; three (3) nights during peak and holiday seasons.
10. **INCLUSIVE FEES** - Rates include a one-time cleaning fee (unless noted). Amenity fees are included in the rental rate.
11. **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 do not permit towels or linens to be taken from the unit.
12. **RATE CHANGES** - Rates subject to change without notice.
13. **LODGING TAX** - Rates subject to change without notice. Rates applicable during the time of the stay will be applied. Quoted rates are only estimates.
14. **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 access the unit.
15. **WRITTEN EXCEPTIONS** - Any exceptions to the above mentioned policies must be approved in writing in advance.
16. **PARKING** - Parking is limited to two (2) vehicles. Vehicles are to be parked in designated parking areas only. Parking on the road is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees and is the sole responsibility of the vehicle owner.

17. **STORM POLICY/ROAD CONDITIONS** - No refunds will be given for storms. Mountain roads can be curvy and steep. We do not refund due to road conditions.
18. **TRAVEL INSURANCE** - We highly recommend you purchase travel insurance. A few companies that offer travel insurance for vacation rental travelers are listed at [www.msj11.com/planning.htm](http://www.msj11.com/planning.htm).
19. The unit is privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The owners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.

**I hereby give permission to charge my credit card, if applicable, for the amounts above. I agree that all rental monies are non-refundable per cancellation policy above. I have read my rights to purchase travel insurance. By signing below or emailing this agreement to the owner, I agree to all terms and conditions of this agreement.**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*Please email agreement to [mark@msj11.com](mailto:mark@msj11.com) or fax signed agreement to 661-885-4991. You will then receive a confirmation by email when your payment has been processed.*