

**SHORT-TERM RENTAL AGREEMENT**

**For Margaret's House  
10981 Mesa Street  
Mesa, CO 81643**

Hello! Thank you for interest in the vacation rental located at 10981 Mesa Street in Mesa, Colorado (the "Property"). You will be required read and complete and return the following Short-Term Rental Agreement. Please take the time right now to be sure that you understand what we provide at the home and what we'll expect from you. Please treat it as you would expect your own home to be treated, and have a terrific vacation!

Thank you!

-On Behalf of Mesa Creek, Inc.

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

This agreement entered into on the above date between Mesa Creek, Inc. and the following Guest:

**Guest Name:** \_\_\_\_\_ **Name on Credit Card:** \_\_\_\_\_

**E-Mail address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Cell phone number during vacation:** \_\_\_\_\_

**\*Complete Credit card Billing Address\*\*:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_ **Country** \_\_\_\_\_

**Total number of people in party (6 max)** \_\_\_\_\_ **Adults** \_\_\_\_\_ **Children** \_\_\_\_\_

**Reserved Dates:** \_\_\_\_\_ **Nights:** \_\_\_\_\_ **Arriving:** \_\_\_\_\_ **and departing:** \_\_\_\_\_

Mesa Creek, Inc and Guest agree as follows:

1. **OCCUPANCY:** Guest is an adult (meaning person over 18 years of age) and will be an occupant of the unit **during the entire reserved period. Other occupants will be family members, friends or responsible adults.** Use of the premises will be denied to persons not falling within the foregoing categories, and as a result they would have to vacate the property immediately without any refund. Without special permission **THERE SHALL BE NO MORE THAN 6 PEOPLE STAYING AT THE PROPERTY DURING THE TIME PERIOD RESERVED BY GUEST.**
2. **\*SECURITY DEPOSIT:** Rental insurance from VRBO.com or Credit card info on file for damage. Credit Card info is due with the reservation. Deposit can be paid by credit card, check, or money order. Guest is also required to complete the following **Visa or Master Card** information:

**Credit Card #** \_\_\_\_\_ **Exp** \_\_\_\_/\_\_\_\_

**The 3 or 4 digit security code on the back for credit card** \_\_\_\_\_

**\*\*Guest's signature on this document confirms authorization for Mesa Creek, Inc. to debit Guest's credit card account for the security deposit and then total rental price and/or to reimburse Mesa Creek, Inc. for costs in excess of the security deposit incurred to repair/replace damaged or missing items at the time of Guest's departure. By signing this document Guest accepts liability for any missing items, damages caused to the property (including unpaid rental fees or excessive cleaning fees) (other than normal wear and tear) by Guest and/or Guest's family and invitees including, but not limited to damage to landscaping, misuse of appliances, and/or equipment provided by Mesa Creek, Inc.. \*\* Please make sure Guest has provided the same billing address above as on file with the credit card company.**

3. PAYMENT: Guest agrees to pay Mesa Creek, Inc. a rental fee of \$\_\_\_\_\_ to be paid in full by within 6 weeks of arrival date. If Guest pays by personal check rather than credit card and the check is returned for insufficient funds there will be a \$50 service charge. Checks should be made payable to Mesa Creek, Inc.
4. CANCELLATIONS/DEPOSIT REFUNDS: Due to the nature of the vacation rental business, Mesa Creek, Inc. cannot accept cancellations. Guest will forfeit all sums paid unless Mesa Creek, Inc. is able to re-rent the property to someone else, at the same rate, for the same period. If Mesa Creek, Inc. is successful in finding another lessee then any payment received by Guest will be refunded less 20% of the weekly rate.
5. CHECK IN: Check in time is 3:00 PM. EARLY CHECK IN TIMES ARE ALLOWED ONLY WHEN THE PROPERTY IS CLEANED AND READY FOR OCCUPANCY. PRIOR APPROVAL MUST BE OBTAINED FOR EARLY CHECK IN. Keys for the Property will be issued to Guest by management in person or via lock box at check-in time. No keys will be issued to anyone who is not an adult. The lockbox combination or keys WILL NOT be issued with a balance owed or without a signed rental agreement and credit card receipt in Mesa Creek, Inc.'s possession.
6. CHECK OUT: Check out time is 10:00 AM, Please leave all keys and remote controls at the property. A replacement fee will be charged for each lost key or remote control
7. CLEANING/INSPECTION: The Property will be inspected, household items counted and checked, and the Property cleaned after guest departure. The cleaning fee, **paid by Guest (\$80)**, will provide for 4 hours of normal cleaning so that Guests may enjoy their vacation up to the last moment. Guests are required to leave the Property in the same general condition in which it was received and to assume responsibility for any loss or damage beyond normal wear and tear. Guest should place dishes in the dishwasher and check that the home is generally picked up and ready to be vacuumed and dusted. The \$80 cleaning fee will be charged up front at time of reservation. Mesa Creek, Inc. reserves the right to compensation for any damage or excessive cleaning charges caused by Guest or any member of Guest's group.
8. WHAT WE PROVIDE: The Property is equipped and set up as a fully furnished property that will include bedding, pillows, towels, as well as a fully equipped kitchen, one TV with satellite dish (CNN & ESPN etc..) , furnishings, and outdoor furniture. Although we made every effort to anticipate most people's needs, WE MAY NOT HAVE ALL THE ITEMS YOU MAY BE ACCUSTOMED TO HAVING AT YOUR OWN HOME.
9. WHAT GUESTS SHOULD BRING: Although the bathroom will be stocked, guests may prefer to bring personal items such as bath soap, shampoo, hair dryer, other personal toiletries and laundry detergent. Guests must provide their own food and condiments.
10. TELEPHONE: Please use your cell phone
11. SMOKING WITHIN THE HOME IS NOT PERMITTED. Smoking at the Property will result in an additional charge (\$200) to the credit card on file or will be deducted from the security deposit. PETS ARE NOT ALLOWED ON THE PROPERTY.
12. Guest PARKING is allowed only on the 1 driveway. Mesa Creek, Inc. reserves the right to tow any car parked elsewhere, including on the side lot.
13. SKI equipment and other outdoor sports equipment must be stored in the Guest's car. Mesa Creek, Inc. is not in any way responsible for this equipment, including but not limited to if it is lost, stolen or damaged. If in Mesa to hunt then all guns must be kept empty & locked when on the premises.
14. PATIOS: Guest hereby acknowledges that at the Property they have reserved, the patio/deck can be slippery when wet or icy and that injury is likely to occur to anyone who is not careful. Guests should observe and adhere to all rules and policies as posted at the property. With full knowledge of the above facts and warnings, the undersigned accepts and assumes all risks involved in or related to the use of patio areas.

15. **SLEEPING CAPACITY/DISTURBANCES:** Guests and occupants will be required to vacate the premises and forfeit the rental fee and be charged a \$250 fee for any of the following: A. Occupancy exceeding the sleeping capacity (6) stated on the reservation confirmation. B. Using the Property for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age. C. Causing damage to the Property or to any of the neighboring properties. D. Any other acts which interfere with neighbors' right to quiet enjoyment of their property. **IF, FOR ANY REASON, LAW ENFORCEMENT IS NOTIFIED DUE TO DISTURBANCES EMANATING FROM THE PREMISES OR GROUNDS, THERE WILL BE A MINIMUM \$250 CHARGE TO YOUR CREDIT CARD PER INCIDENT.**
16. In the event that Guest breaches any of the terms/conditions of this Agreement Mesa Creek, Inc. shall be entitled to attorney's fees and or damage deposits in any action brought to enforce the terms hereof.
17. **HOLD HARMLESS:** Mesa Creek, Inc. assume no liability for loss, damage, or injury to persons or their personal property staying at the Property. This includes injury from guns when a hunting party is staying on premises. Neither does Mesa Creek, Inc. accept liability for any inconvenience arising from any temporary defects or stoppage in supply, water, gas, electricity, or plumbing services. Nor will Mesa Creek, Inc. accept liability for any loss or damage caused by weather conditions, lack of snow, natural disasters, acts of God, or any other reasons beyond its control. Refunds will not be issued for any of the aforementioned items.
18. Guest shall not assign this Agreement or sublet the premises.
19. No processing of animals on the property or in the house from a hunt. If this happens it will result in an additional charge (\$300) to the credit card plus additional cleaning costs.

I am aware that I am renting a private home. I will treat it with the same respect that would expect to be shown to my own home.

\*\*GUEST SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

OWNER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Mailing Address for  
Checks and Short Term

Rental agreement:	Nathalie Ames Sweet	E-mail: <a href="mailto:Info@mesacreekcottages.com">Info@mesacreekcottages.com</a>
	Mesa Creek, Inc.	*E-Fax: (970) 623-8849
	P.O. Box 114	Phone: (970) 314-3920
	Mesa, CO 81643	

Please complete this agreement, sign it, and return a copy to the Mesa Creek, Inc (\*E-fax is the best way!). Otherwise please send it to the address above with the security deposit.

© **Mesa Creek, Inc.** Information deemed reliable although not warranted or guaranteed. Weekly and Day rates are subject to change without notice. The rates are locked in once the reservations have been made and the Short Term Agreement and credit card info has been received.

**Thank You!**