

RANGE VIEW ON THE ROCKS VACATION RENTAL AGREEMENT

Estes Park, Colorado

This Vacation Rental Agreement (this “Agreement”) governs the reservation and stay of the below-named Guest at the short-term vacation rental property known as Range View on the Rocks, located at 1264 Range View Rd., Estes Park, Colorado 80517 (the “Property”). By submitting a reservation, making any payment, checking a box or clicking a button indicating agreement during booking, or occupying the Property, Guest agrees to be bound by this Agreement in its entirety, on behalf of Guest and all other occupants of the Property during Guest’s stay.

1. PARTIES.

This Agreement is between (a) Range View on the Rocks LLC and its owner(s), members, and authorized property manager(s) (collectively, “Owner,” “we,” “us,” or “our”), and (b) the individual who submits and is named on the reservation for the Property (“Guest,” “Renter,” or “you”). Guest represents that Guest meets the Minimum Age requirement in Section 4 and has authority to enter into this Agreement on behalf of Guest and all other occupants of the Property during Guest’s stay (collectively, “Occupants”).

2. NATURE OF THIS AGREEMENT; NO TENANCY CREATED.

This Agreement is a license for the short-term, transient use of the Property for the specific dates identified in Guest’s confirmed reservation only. It is not a lease, sublease, or long-term residential tenancy, and Colorado landlord-tenant law governing residential leases does not apply. The Property may not be used as a primary residence. This Agreement creates no property interest, possessory right, or right of renewal or recurring use in Guest, and Guest may not sublet the Property or assign this Agreement. If Guest or any Occupant remains at the Property after the scheduled check-out time without Owner’s written consent, Owner may charge the card on file at a rate of up to two (2) times the nightly rate for each additional day or partial day, and Owner may take any lawful action to remove Guest, Occupants, and their belongings from the Property.

3. BOOKING CHANNELS; UNIT-SPECIFIC AND CHANNEL TERMS.

The Property may be booked directly through rangeviewontherocks.com, or through third-party platforms including Airbnb, Vrbo/Expedia, Booking.com, or other channels (each, a “Channel”). If Guest books through a Channel, the reservation is also subject to that Channel’s own terms of service, payment terms, and cancellation policy (“Channel Terms”). To the extent Channel Terms conflict with this Agreement regarding payment, cancellation, or refunds, the Channel Terms control for that reservation. In all other respects — including house rules, occupancy, pets, damage responsibility, assumption of risk, indemnification, and dispute resolution — this

Agreement applies to Guest's use of the Property regardless of booking Channel, to the fullest extent the Channel's terms and applicable law permit. Any additional rules specific to the Property are set forth in the listing description or delivered to Guest before arrival ("Unit-Specific Terms") and are incorporated into this Agreement; if Unit-Specific Terms conflict with this Agreement, the Unit-Specific Terms control.

4. MINIMUM AGE; RESPONSIBLE RENTER.

The Guest who books and accepts this Agreement must be at least 25 years of age and must be an occupant of the Property for the entire length of the stay. Guest is responsible for ensuring every Occupant — including all family members, guests, and invitees present at the Property at any time — understands and complies with this Agreement. Any minor at the Property must be accompanied and supervised at all times by a parent or legal guardian, who accepts this Agreement on the minor's behalf.

5. PAYMENT, RATES & CANCELLATION.

The total charges for a direct booking — including the rental rate, cleaning fee, damage waiver fee, applicable taxes, and any other fees — are disclosed at checkout, and Guest authorizes Owner to charge the payment method on file according to the schedule presented at booking. Unless a different policy is displayed at checkout or applies under Channel Terms, the following cancellation policy applies to direct bookings: reservations canceled 30 or more days before check-in receive a full refund of rental payments, less the non-refundable damage waiver fee and any booking/service fees, which are earned at the time of booking; reservations canceled fewer than 30 days before check-in, no-shows, early departures, and late arrivals are non-refundable. Owner strongly recommends that Guest purchase travel insurance covering trip cancellation, interruption, and medical needs, particularly given the Property's mountain location and the possibility of winter weather.

6. DAMAGE WAIVER & AUTHORIZATION TO CHARGE CARD ON FILE.

In lieu of a traditional refundable security deposit, Guest will be charged a non-refundable damage waiver fee at booking (amount disclosed at checkout), which covers accidental damage to the Property up to \$2,000, subject to the waiver's terms. The damage waiver does not cover, and Guest remains fully responsible for: (a) damage or loss exceeding the waiver's coverage limit; (b) intentional damage, or damage caused by gross negligence, a violation of this Agreement, or a violation of law; (c) missing items; (d) additional cleaning beyond normal use; (e) unauthorized pets or guests; and (f) any fines, penalties, or costs imposed on Owner by law enforcement, a homeowners' association, or a governmental authority arising from Guest's or any Occupant's conduct. Guest authorizes Owner to charge the credit card or other payment method on file for the reservation for any of the foregoing, and for any other amount owed under this Agreement, both during and after Guest's stay. Guest must report any damage to Owner before check-out so it can be attributed to the correct reservation.

7. MAXIMUM OCCUPANCY.

The maximum occupancy of the Property is eight (8) people at any time, including overnight guests and day visitors. This number may not be exceeded without Owner's advance written consent. Exceeding maximum occupancy is a material breach of this Agreement and may result in immediate removal from the Property without refund.

8. HOUSE RULES.

Guest and all Occupants agree to the following at all times during the stay:

(a) Private Road Speed Limit. The Property is accessed by a private road through a small residential community. Guest and all Occupants must drive 10 mph or under at all times while on the private road and throughout the neighborhood, for the safety of neighbors, children, pets, and wildlife. As a rule of thumb, if a vehicle is producing visible dust while driving through the neighborhood, it is being driven too fast. Speeding on the private road is a safety violation and a material breach of this Agreement and may result in a warning and, for repeated or reckless violations, immediate removal from the Property without refund.

(b) Minimum Age; No Parties or Events. Guest must be at least 25 years of age to rent the Property (see Section 4). Parties, events, and gatherings beyond the registered Guest and Occupants are prohibited.

(c) No Smoking or Vaping. No smoking or vaping of any kind — including cannabis — is permitted anywhere on the Property, indoors or outdoors. A smoke or odor remediation charge will be billed to the card on file for any violation.

(d) Quiet Hours & Good Neighbor Policy. Quiet is required after dark; no loud music or noise audible outside the Property. Guest and all Occupants agree to be respectful of neighbors and the surrounding community at all times and to comply with all applicable noise ordinances and Town of Estes Park / Larimer County short-term rental regulations, including Estes Park STR License No. 20-NCD0133.

(e) Wildlife — Do Not Feed. Do not feed wildlife under any circumstances.

(f) No Littering; Secure Trash & Food. Do not leave trash or food outside. Littering and improperly stored trash or food attract wildlife and are prohibited.

(g) Pets — Registration & Clean-Up. Any pet brought to the Property must be registered as part of the reservation and is subject to Section 9 (Pets) below. Guest must pick up after any pet at all times.

(h) Natural Rock Features — Use Caution. The Property's terrain includes natural rock outcroppings that are uneven and may be slippery or unstable. Guest and Occupants should not climb on the rocks; if Guest or any Occupant chooses to do so, it is entirely at that person's own risk, and Guest assumes all risk of injury arising from such activity, except to the extent caused by Owner's gross negligence or willful misconduct.

(i) No Sleeping in RVs. Overnight sleeping in a recreational vehicle, camper, or trailer on the Property is not permitted.

(j) Wildlife Precautions — Secure the Property. Because wildlife is active in the area, Guest and Occupants must close all windows and lock all doors before leaving the Property unattended.

(k) No Outdoor Fires. Open outdoor fires and the use of charcoal grills are prohibited anywhere on the Property.

(l) Parking. No street parking is permitted. Additional parking is available in the designated area on the side of the house. The Town of Estes Park enforces a strict limit of three (3) vehicles for short-term rentals in this area; Guest agrees to limit their group to three (3) vehicles or fewer to avoid a citation from the Town.

(m) No Unauthorized Structures. No tents or other temporary structures may be erected on the Property without Owner's prior written consent.

(n) Compliance with Law. Guest and all Occupants agree to comply with all applicable federal, state, and local laws, regulations, and ordinances. Use of the Property or its Wi-Fi/internet service for any unlawful purpose, including unauthorized downloading of copyrighted material, is prohibited and may result in immediate removal without refund and cooperation with law enforcement.

(o) Consequences of Breach. Violation of this Agreement or any House Rule may result, at Owner's discretion, in a fine, an additional cleaning or remediation charge, and/or immediate removal of Guest and all Occupants from the Property without refund, with or without the assistance of law enforcement.

9. PETS.

No animals of any kind are permitted at the Property except (a) pets specifically pre-approved by Owner and disclosed at booking, subject to a non-refundable pet fee (disclosed at checkout), or (b) service animals as required by law. Emotional support animals are not considered service animals under this Agreement and are not permitted unless separately approved as a pet. Guest is responsible for all damage, odor remediation, flea treatment, or additional cleaning caused by an approved pet, which Owner may charge to the card on file. Bringing an undisclosed or unauthorized pet is a breach of this Agreement and may result in an additional charge of up to \$500, in addition to actual damages and required cleaning.

10. WOOD-BURNING FIREPLACE/STOVE & FIRE SAFETY.

The Property includes a wood-burning fireplace or stove. Guest and all Occupants agree to use it only in accordance with the posted operating instructions, to use only firewood provided or approved by Owner, to never leave a fire unattended, to fully extinguish any fire before leaving the Property or going to sleep, and to never disable or obstruct any smoke or carbon monoxide detector. Guest assumes all risk of injury, illness, or property damage arising from use of the fireplace/stove, except to the extent caused by Owner's gross negligence or willful misconduct, and agrees that improper use resulting in damage, fire, or injury is Guest's responsibility.

11. MOUNTAIN LOCATION; STEEP TERRAIN; WILDLIFE — ASSUMPTION OF RISK.

The Property is located in a mountain environment in Estes Park, Colorado, near Rocky Mountain National Park, at high elevation, and is accessed by a private, unpaved neighborhood road (see the speed limit rule in Section 8(a)). Guest acknowledges and assumes all risk associated with: (a) altitude-related effects, including altitude sickness; (b) rapidly changing mountain weather, snow, and ice, including on the private road, driveways, walkways, decks, and access routes, which may be steep, narrow, uneven, or seasonally hazardous; (c) decks, balconies, railings, stairs, drop-offs, and natural rock outcroppings on or near the Property; and (d) wildlife native to the area, including black bears, mountain lions, elk, and other animals, which may be present on or near the Property. Guest agrees to store food securely, use any wildlife-resistant trash receptacle provided, drive cautiously and within posted speed limits on the private road, and closely supervise children and pets near decks, railings, rock outcroppings, steep grades, and any water features at all times. TO THE MAXIMUM EXTENT PERMITTED BY LAW, GUEST KNOWINGLY, VOLUNTARILY, AND FREELY ASSUMES THESE RISKS, KNOWN AND UNKNOWN, ON BEHALF OF GUEST AND ALL OCCUPANTS.

12. GENERAL ASSUMPTION OF RISK.

Guest and each Occupant assume all risk associated with use of the Property and its furnishings, equipment, and any recreational items provided (such as game equipment, outdoor furniture, or grills), whether or not specifically described in the listing. Guest is solely responsible for determining Guest's and each Occupant's fitness to use any feature or amenity of the Property and for supervising minors at all times. Guest further acknowledges that travel and lodging inherently carry some risk of exposure to illness and infectious disease and voluntarily assumes that risk.

13. CONDITION OF THE PROPERTY; NO WARRANTY.

The Property is provided "as is." Owner is not responsible for the temporary unavailability or malfunction of any amenity (such as internet or an appliance), provided Owner makes reasonable efforts to address a reported issue within a reasonable time after notice. If Guest believes the Property is not as represented in the listing, Guest must notify Owner promptly using the contact information provided at booking; Owner may, in its sole discretion, offer an appeasement not to exceed the total amount Guest paid for the reservation. To the maximum extent permitted by law, Owner disclaims all other warranties, express or implied, including warranties of habitability (to the extent Colorado law permits such disclaimer for a transient, non-residential stay), fitness for a particular purpose, and quiet enjoyment.

14. OWNER ACCESS.

Guest agrees to allow Owner or its authorized agents reasonable access to the Property during Guest's stay to address a maintenance issue Guest has reported, at reasonable times and with reasonable notice. Owner may access the Property without

prior notice in the event of an emergency or a situation Owner reasonably believes threatens person or property.

15. CLEANLINESS & CHECK-OUT.

Guest agrees to treat the Property with the same care as Guest's own home and to leave it in a clean, neat, and orderly condition at check-out, following any check-out instructions provided. If Guest fails to vacate by the designated check-out time without Owner's consent, Owner may charge the card on file a late check-out fee of up to one night's rental rate and may remove Guest's and any Occupant's belongings from the Property.

16. RECORDING DEVICES.

The Property has exterior cameras covering the front driveway and street frontage, which record video (and may record audio) of those exterior areas only. No recording or monitoring device is located inside the Property or in any bathroom or bedroom. Any exterior device is used only for security and property-monitoring purposes.

17. UNFORESEEN CIRCUMSTANCES / FORCE MAJEURE.

No refund is due if Guest's stay becomes impossible or is disrupted for a reason outside Owner's control, including natural disaster, wildfire, fire, epidemic or pandemic, government-ordered evacuation or quarantine, or a road closure ordered by a government authority. Ordinary winter weather, snow, ice, or road conditions common to a mountain location in Estes Park are not considered a force majeure event, and no refund or credit is due solely because of such conditions unless a government authority orders an evacuation or closes access to the Property. Owner may, in its sole discretion, offer a future-stay credit as an act of goodwill in the event of a qualifying force majeure event; any such credit is subject to its own terms, including any expiration date, and is Guest's sole remedy.

18. UNAVAILABILITY OF THE PROPERTY.

If, due to circumstances such as necessary repairs, damage, or a change in ownership, the Property becomes unavailable for Guest's confirmed dates for a reason other than a force majeure event described above, Owner will notify Guest as soon as reasonably possible and will refund 100% of amounts paid to Owner for the reservation, as Guest's sole remedy, unless Guest and Owner agree to a substitute date or accommodation.

19. FALSIFIED BOOKINGS.

A reservation made using false information, including a false name, age, or party size, may be canceled immediately, resulting in removal from the Property and forfeiture of amounts paid.

20. INDEMNIFICATION.

To the fullest extent permitted by law, Guest agrees to indemnify, defend, and hold harmless Owner and its members, affiliates, officers, employees, and agents from and

against any claim, liability, damage, injury, fine, cost, or expense (including reasonable attorneys' fees) arising out of or relating to Guest's or any Occupant's use or occupancy of the Property, including any claim for personal injury, illness, death, or property damage or loss resulting from the acts or omissions of Guest or any Occupant, except to the extent caused by Owner's gross negligence or willful misconduct.

21. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OWNER AND ITS MEMBERS, AFFILIATES, OFFICERS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO GUEST'S STAY AT THE PROPERTY, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING ORDINARY NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THIS AGREEMENT LIMITS LIABILITY FOR OWNER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ANY LIABILITY THAT CANNOT LAWFULLY BE LIMITED OR WAIVED UNDER COLORADO LAW.

22. ATTORNEYS' FEES.

If Owner engages an attorney to enforce this Agreement, Guest is responsible for Owner's reasonable attorneys' fees and costs incurred, to the extent Owner is the prevailing party.

23. DISPUTE RESOLUTION; ARBITRATION.

Except for the claims described below, Guest and Owner agree that any dispute, claim, or controversy arising out of or relating to this Agreement or Guest's stay at the Property will be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, conducted in Larimer County, Colorado, or virtually if all parties agree. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction. As the only exceptions to this arbitration agreement, either party may bring: (a) an individual claim in small claims court in Larimer County, Colorado, if the claim qualifies for that court's jurisdiction; and (b) a claim for injunctive relief to prevent infringement or misuse of intellectual property rights.

24. CLASS ACTION & JURY TRIAL WAIVER.

ALL CLAIMS MUST BE BROUGHT ON AN INDIVIDUAL BASIS AND NOT AS PART OF A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. IF A CLAIM PROCEEDS IN COURT RATHER THAN ARBITRATION FOR ANY REASON, GUEST AND OWNER EACH WAIVE ANY RIGHT TO A JURY TRIAL.

25. GOVERNING LAW; VENUE.

This Agreement is governed by the laws of the State of Colorado, without regard to conflict-of-laws principles. Any claim that proceeds in court rather than arbitration may be brought only in the state courts of Larimer County, Colorado, or the U.S. District Court for the District of Colorado, and each party consents to the personal jurisdiction and venue of those courts.

26. GENERAL PROVISIONS.

(a) Severability. If any provision of this Agreement is found unenforceable, that provision will be severed, and the remainder of this Agreement will remain in full force and effect.

(b) Entire Agreement. This Agreement, together with any Unit-Specific Terms and, where applicable, Channel Terms, is the entire agreement between the parties regarding Guest's stay and supersedes any prior or contemporaneous understanding on that subject.

(c) Assignment. Guest may not assign this Agreement or sublet the Property. Owner may assign this Agreement or delegate its obligations at any time.

(d) Fair Housing. This Agreement is administered without regard to race, color, religion, sex, national origin, disability, or familial status, in compliance with applicable fair housing laws.

(e) Notices. Owner will communicate with Guest using the contact information provided at booking; Guest must promptly notify Owner of any maintenance issue, damage, or safety concern.

(f) Acceptance. Submitting a reservation, making any payment, or occupying the Property constitutes Guest's acceptance of this Agreement on behalf of Guest and all Occupants.

PROPERTY & CONTACT INFORMATION

Property: Range View on the Rocks, 1264 Range View Rd., Estes Park, CO 80517

Owner Contact: Range View on the Rocks LLC — Amanda: 720.365.7464 | Jay: 720.339.0230