

Telluride Rentals by Exceptional Stays Rental Policies

Rental Age Requirement. Guest(s) must be at least 25 (twenty-five) years of age to be eligible to enter into an Agreement for the short-term rental of any Property.

Maximum Occupancy. The maximum occupancy of the Property is determined by bed size and count. If the Property is occupied by more the occupancy allows guests can be removed from the property, assessed charges and receive no refunds.

Arrival and Departure. Arrival is 4:00PM on the first day of the reservation and departure is 10:00am on the last day of your reservation.

Early Arrival/Late Departure. Check-in time is 4:00 PM. Unauthorized early check-ins may be subject to the cancellation of the reservation and forfeiture of all deposits paid and/or charged a fee equal to 200% of one night's rental fee. Checkout is at 10:00am. Any unauthorized check-outs after 10:00 AM will be charged to the Guest credit card. Unauthorized check-outs after 6:00 PM will be deemed hold-overs and charged a fee equal to 150% of one night's rental fee which will be charged to the Guest credit card.

Early or late arrivals and departures must be arranged with the Guest Service department in advance. If Exceptional Stays is able to accommodate an early check-in and/or late check-out the following fees will apply:

- (a) early check-in shall incur an additional fee of \$200;
- (b) check-out between 10:00 a.m. and 1:00 p.m. shall incur an additional fee equal to \$35 per bedroom in the Property; and/or
- (c) check-out between 1:01 p.m. and until 4 p.m. shall incur an additional fee equal to \$50 per bedroom in the Property.

Credit Card Payments. Credit Card payments are charged a 3.5% credit card processing fee for all amounts in excess of \$5,000 that are paid by credit card.

Damage Insurance/Security Deposit. In lieu of a security deposit, Exceptional Stays requires Guests to pay a SafelyStay, Inc. Trust and Safely Fee for damage insurance up to \$10,000 of coverage for contents damage and up to \$1,000,000 coverage for property damage and bodily injury. Any deductible or minimum claim amount will be the responsibility of the Guest, and the charge will process using the form of payment on file for Guest.

Additional Fees.

Lost Keys/Parking Passes/Garage Door Openers. Guest will be charged \$100 for each key, parking pass and/or garage door opener that is not returned plus the actual cost of replacement of the key, parking pass or garage door opener, which may include the costs of re-keying locks.

Excess Cleaning Fees. If the Property is not left in a clean condition, normal wear and tear excepted, Guest will be charged for an excess cleaning fee in an amount equal to the actual excess charges incurred to have the Property properly cleaned and restored to the condition it was in prior to the reservation.

Unauthorized Events. Unauthorized events will subject the guest to eviction and/or a charge equal to standard event pricing plus \$100 per person over occupancy.

Use and Maintenance.

The use of the Property shall be restricted to residential use for a leisure vacation. The Property shall not be used for commercial purposes without the express written authorization of Rental Agent. Guest(s) shall not violate any criminal or civil law, ordinance or statutes in the use and occupancy of the Property, commit waste or nuisance, annoy, molest or interfere with any neighbor or other occupant of Telluride or violate the rules and regulations of Telluride, including the use, possession, production or sale of illegal drugs. Guest will adhere to all rules and regulations set forth by the regulatory parties for the condominium complex or homeowners association in which the Property is located (if any), including rules with respect to smoking, noise, odors, disposal of refuse, pets, parking and use of common areas.

Property Condition. No repairs, decorating or alterations shall be done by Guest. The Property will be in clean and orderly condition for the Guest arrival. Guest must leave the Property in reasonably clean and orderly condition. Guest shall surrender the Property, at termination, in as good condition as received, normal wear and tear excepted.

Events. Events are not allowed unless approval is granted in writing. Any such action may result in the immediate termination of this Agreement as provided herein and by law.

Smoking Policy. Smoking anywhere on the premises of the Property (inside or outside) is strictly prohibited at all times. Smoking includes cigarettes, vaping, and marijuana products. The Guest is responsible for all damage caused by smoking, including but not limited to, stains, burns, odor, and removal of debris. Guest may be further liable for any nuisance caused to neighbors or other surrounding properties arising from the presence of smoke and/or odors. Upon violation of this Policy, Guest may be required to immediately leave the Property, or be removed, in which case the Guest forfeits all rights to any unused Rental Fees. Guests violating the Smoking Policy will be charged a minimum cleaning fee of \$500.

Pet Policy. Pets are not allowed in or on the Property unless the Property has been designated "Pets Considered or Pet Friendly" and Guest has obtained the requisite written permission. The Guest shall be responsible for all damage caused by a pet, whether or not such pet has been properly authorized. Even if the Property is "Pets Considered" or "Pet Friendly," this does not guarantee any particular pet(s) will be accepted.

Hot Tubs/ Pools. Pools and hot tubs are serviced prior to Guest arrival. Rental Agent recommends showering prior to using to maintain clean water and avoid drain/refill during Guest stay. The use of hot tubs, pools, saunas, spas and steam rooms within the Property is at the Guest's own risk. The Property is located at a high elevation and Guests are urged to exercise caution when using these types of amenities. Proper precautions and acclimatization to altitude are recommended.

Ski Boots. Please be advised that ski boots cause substantial damage to Property interiors. Wearing ski boots inside the Property is strictly prohibited, except in entryways, ski rooms, and mudrooms. Guests are also requested to refrain from wearing shoes inside the Property. Guests are encouraged to bring slippers or other appropriate indoor footwear for use during Guest occupancy of the Property. Any damage to the Property caused by ski boots or other improper footwear shall be repaired at the cost of the Guest.

Parking and Bikes. Guest shall use only those parking spaces designated for their use by Rental Agent. Bikes and similar transportation devices cannot be stored inside the home at any time.

Guest Responsibility for Invitees. Guest shall be responsible for ensuring that any invitee of Guest complies with all provisions of this Agreement applicable to the conduct of Guest while using the Property. Guest shall be liable, and Rental Agent and/or property owner shall have the right to recover in law or equity for any act or omission by Guest's invitee in violation of the terms of this Agreement as if such act or omission had been performed by Guest.

Cancellation; Refunds.

Pre-Final Deposit Due Date. If the Rental Period is less than thirty (30) nights, and if Guest gives proper notice of cancellation PRIOR to the Final Deposit Due Date or 60 days before arrival, the entire Initial Deposit shall be refunded to Guest, less an amount equal to one night's rent, taxes and the service fee. If the Rental Period is equal to or greater than thirty (30) nights, the entire Initial Deposit shall be NON-REFUNDABLE. For stays at 135 Hood Park Rd. the final deposit due date shall always be set at ninety (90) days before arrival.

Final Deposit Due Date and Onwards. If Guest cancels this Agreement AFTER the Final Deposit Due Date, GUEST SHALL NOT BE ENTITLED TO THE REFUND OF ANY PORTION OF ANY DEPOSITS PAID BY GUEST AND GUEST SHALL BE LIABLE FOR THE FULL AMOUNT OF THE FINAL DEPOSIT. If the Final Deposit has NOT been paid by the Final Deposit Due Date and Guest cancels this Agreement after the Final Deposit Due Date, Rental Agent shall be authorized to charge Guests credit card for the entire Final Deposit, plus a 3.5% credit card processing fee on the entire amount of the Final Deposit.

Safely. The Safely Fee is refundable only if the reservation is canceled in writing at least twenty-four (24) hours prior to the Commencement Date.

Optional Travel Insurance. Exceptional Stays nor the owner of the Property carry insurance that covers any of Guest or Guest's invitees personal property, including vehicles, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause, except for injury or damage caused by the gross negligence or willful misconduct of the Rental Agent or the owner of the Property. Exceptional Stays strongly recommends that Guest purchases personal property and travel protection. Ski & Mountain Travel Insurance provides coverage for the loss of prepaid, non-refundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. Trip Cancellation and Trip Interruption coverage is available for events such as a sickness or injury of yourself, family member or traveling companion; flight delays due to adverse

weather; interruptions of road service; terrorist acts; and mandatory evacuations. Trip Inconvenience coverage is available if the resort is forced to close its primary attractions during your trip due to a lack of snow or severe weather. The plan also includes other valuable in-trip coverages such as Medical and Dental, Sporting Equipment, Baggage, and Emergency Assistance and Transportation in addition to useful services such as identity theft, concierge and 24/7/365 emergency assistance. Additional terms and conditions apply; please read your Description of Coverage/Policy carefully and contact CSA at (866) 999-4018 with coverage questions.

Construction Disclaimer. Telluride and Mountain Village are growing resort communities. There is a possibility that various construction projects that may be ongoing during Guest's stay that Rental Agent has no control over. Rental Agent shall use its best efforts to notify Guest of any construction projects in the vicinity of the Property that may impact the Property at the time of booking.

Rental Agent Entry and Inspection. Rental Agent and Rental Agent's employees, contractors and agents will have the right to enter the Property at any time in case of emergency. Rental Agent and Rental Agent's employees, contractors and agents will have the right to enter the Property upon twenty-four (24) hours' notice (or such shorter time period as may be agreed to by Guest), to make necessary or agreed repairs, decorations, alterations, improvement, supply necessary or agreed upon services, and/or inspect the condition of the Property.

Property For Sale. All properties for sale by their respective owners include a disclosure to that effect on the property's designated page on the Exceptional Stays and Telluride Rentals websites. If the Property is listed for sale, ES will have the right to enter the Property and to allow accompanied, prospective or actual buyers, lenders, agents and brokers of the owner of the Property to enter the Property upon twenty-four (24) hours' prior notice to Guest. In the event that the owner sells its interest in the Property ES will make every reasonable effort to find alternative accommodations or refund the guest in full.

Indemnification And Waiver. Guest will agree to indemnify, defend, release and hold harmless the owner of the Property and Rental Agent from all claims, disputes, litigation, judgments, costs and attorney fees resulting from loss, damage or injury to Guest, Guest's invitees, pets and any personal property of any of the foregoing relating to occupancy or use of the Property except for injury or damage caused by the gross negligence or willful misconduct of the Indemnitees. The Indemnitees will not be liable for any damage or injury to Guest, or any other person, or to any personal property, occurring on the Property, unless such damage is the legal result of the gross negligence or willful misconduct of the respective Indemnitee. The waiver and release is intended to be a full and complete waiver and release of the Indemnitees from any and all present or future claims (known or unknown).