

# Cowboy Concierge Rental Agreement

This agreement is not valid until digitally signed by both Renter and Owner. Digital signatures are completed via online acceptance.

Owner: Don Herman, Dwaine Schmidt

Renter: \_\_\_\_\_

## Unit Details

Resort name:

Resort address:

Number of bedrooms:

Number of bathrooms:

Sleeps/max occupancy:

## Term

Check-in:

Check-out:

## Payment

Rental price: \$ USD

## Terms and Conditions

1. This Timeshare Rental Agreement ("Agreement") is between the Owner and the Renter for the rental of the unit for the term described above. The Owner is ultimately responsible for the accuracy of the posting, changing the name of the party checking-in, providing a guest letter to the Renter for check-in, and ensuring the resort provides a unit from the category noted above. This rental does not require you to attend, listen to, or participate in any timeshare sales presentation of any type.
2. Renter may use the Unit during the term without interference subject to the terms of this Agreement. If the Unit is not habitable on the day that the term starts, Renter shall notify Owner immediately using the method indicated below.
3. Renter agrees to use the Unit in accordance with all resort rules and regulations, including occupancy restrictions, pets and smoking policies, noise/nuisance, and check-in and check-out policies. Renter and guests are responsible for all personal property brought to the resort, and will observe all rules and warnings provided at check-in and posted throughout the unit and resort grounds.
4. Renter is responsible for payment of all costs for services and activities for which additional fees apply. Renter will be solely responsible any housekeeping or other services provided to Renter or guests for which there is an additional charge, and any other extra fees

imposed by the resort for services or for the use of its facilities. Some resorts charge local lodging taxes or resort fees which are the responsibility of the Renter. Where Cowboy Concierge is aware of such fees, the information will be included on the "About the Resort" tab of the posting. However, Renter acknowledges that the Renter is solely responsible for determining taxes and fees charged to resort guests at check-in.

5. Renter agrees to maintain the Unit in the same condition as it is at the start of the Agreement term. Renter will pay for all repairs, replacement, and damages resulting from the act of neglect of Renter and guests. If requested at time of check-in, Renter will provide a credit card to the resort to secure payment for any such deposit, repairs, replacements, or damages.

6. Renter has the option to make an initial payment of \$100 to hold the unit while Owner provides written confirmation that the unit has been reserved for the Owner's use. (Owner will confirm my usage right by providing a copy of reservation form from the resort that confirms that the unit has been reserved for use.) Renter must then pay the balance of the rental payment within seven (7) calendar days. If Renter does not pay the balance of the rental by that time, the hold on the unit will be released and the deposit will be returned in full.

7. Owner will accept only one "hold" on the unit at a time; if a hold is placed on the unit, no further holds will be accepted from another potential renter, nor will the unit be rented to another while it is on hold for you.

8. Payments are accepted by cashier's check, money order, personal check, or electronically via Venmo. If payments are made by personal check, both parties agree that payment will not be considered as received until the check clears your bank.

9. Immediately upon being notified of Renters full rent payment, Owner will notify the resort that Renter will be occupying the Unit during the term. The Owner will request a new confirmation letter and forward it to the Renter as proof that this has been done.

9.1. Resorts offered by Cowboy Concierge have on-site property management which maintains the Units and assigns guests to a particular Unit at check-in. Such management reserves the right to change the specific Unit provided to Renter, but the number of bedrooms, bathrooms and amenities should remain the same. Anything in the "verified" section of the posting has been confirmed for the reservation and should not change with any unit re-assignment.

9.2. Cowboy Concierge does its best to keep track of resort construction, repairs, and closures that could affect Renter's trip. However, we cannot guarantee that we will have every detail. Renter is responsible for checking with the resort directly before booking to inquire about anything that could adversely affect Renter's stay.

9.3. If Renter has specific needs or requests that will affect whether travel is possible (i.e. accessible unit/ground floor, pets, etc.), the renter must confirm these factors with the Owner/Cowboy Concierge prior to submitting payment as reservations cannot be modified or canceled without penalty after they are submitted.

10. Owner is not responsible for any inconvenience or interruption of services due to repairs, improvements, on-site construction, or for any other reason beyond the Owners control.

11. Renter may not sublease the Unit or assign this Agreement without explicit written consent from the Owner.

12. Renter and Owner agree to the following Cancellation Policy: If Renter cancels at least 60 days prior to check-in, 50% of the total rental amount will be paid to the owner as a cancellation penalty, less agreed-upon fees. For cancellations less than 60 days prior to check-in, the penalty is 100% less fees.

13. Owner payment and dispute process:

13.1. Cowboy Concierge will collect the total rental funds from the Renter, through one of the various means noted above. Owner will be responsible and liable for payment of all state and local taxes resulting from the rental of the Unit.

13.2. If the Renter needs to register a dispute, they must do this with Cowboy Concierge directly by 6 p.m. local time on the first day of the reservation at the contact number listed below.

14. Cowboy Concierge nor its members, officers, directors, or agents is liable for loss, theft, damages, or bodily injury that may occur to Renter(s), or to any member of the Renter's party during their stay, or the bodily injury of anyone else that may occur in the Unit or on the resort property.

15. Renter's inability to complete their travel for any reason beyond the Owner's control (including, but not limited to: illness, airline interruptions, job loss) are the sole responsibility of the Renter, and Payment is non-refundable. Renter is encouraged to purchase trip interruption and cancellation insurance for such matters.

16. This document contains the entire agreement between the parties, and any changes, amendments, or modifications hereof shall be void unless the same are in writing and signed by the parties hereto. Renter(s) acknowledges receipt of a true copy of this fully executed Agreement. Any detail of the posting not contained in this Agreement will not constitute reason for dispute. In no event shall Cowboy Concierge be liable for any consequential, indirect, or special damages arising from this Agreement.

17. The sole and exclusive venue for any legal proceedings or disputes relating to this agreement shall be the Colorado District Court in Denver, Colorado.

Signatures

Owner: Don Herman, Dwaine Schmidt

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Renter:

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