

RENTAL OWNER AGREEMENT

This agreement is entered into this ___ day of _____, 20___, by and between Northwoods Condominium Association, Inc. a Colorado non-profit corporation (“NCA” or the “Association”), and _____ (“Owner”) as the registered owner of Unit No. ____ (the “Rental Unit”) in the NCA community.

Recitals

A. NCA is a Colorado non-profit corporation with offices in Vail, Colorado. NCA functions as the designated association of condominium unit owners under the Northwoods Condominiums Declaration (the “Declaration”) and the various supplements thereto which have been recorded from time to time in the real estate records for Eagle County, Colorado. NCA is authorized in the Declaration to manage the common elements and the operations of the NCA community as well as to enforce the provisions of the Declaration.

B. Pursuant to Section 4(b) and 6 of the Declaration, NCA, through its Board of Directors (the “Board”), is empowered to adopt rules and policies from time to time governing short term rental activities of home owners within the NCA community who rent their homes on a short term basis (a “Rental Owner”). Any home that is utilized either for occasional or frequent short term rentals is referred to in this agreement as the “Rental Unit.”

C. The Board has approved specific rules of conduct (the “code of conduct”) regulating the activities of guests, tenants and family members who occupy any home within the NCA community, including the Rental Units. The code of conduct is attached to this agreement as Exhibit A and are incorporated herein by reference.

D. The Board has also adopted a policy statement governing all short term rentals within the Northwoods community. A copy of the policy statement is attached to this agreement as Exhibit B.

E. The Board has determined that it is necessary and appropriate to impose certain minimum rental term requirements from time to time for all short term rentals of the Rental Units and to require all Rental Owners to provide insurance and liability protection in connection with their rental activities. The Board has also determined that each Rental Owner must use a rental agent that has been approved by the Association.

F. In order to strictly enforce compliance with the terms of this agreement, every Rental Owner will be required to enter into this agreement with NCA and to carry out short term rental activities only through an approved agent.

G. The above-designated Owner has been identified as a Rental Owner and is being required to enter into this agreement in order to assure compliance with its terms. Rental Owner is also required to obtain the acknowledgement and consent of Rental Owner’s agent to the terms of this agreement.

Accordingly, the parties agree as follows:

1. **Acknowledgment of Minimum Rental Term Requirements.** Rental Owner acknowledges and confirms that the Association currently imposes a minimum rental term requirement for all short term rental bookings and agreements for Rental Units. The minimum rental term during the Christmas holiday season is two weeks, and the minimum rental term during the Easter holiday season is one week. In all other cases, the minimum rental term is six days (five nights). Rental Owner and Rental Owner's agent may not enter into any booking or lease of the Rental Unit for a period of time that is shorter than the required minimum rental term. Rental Owner represents that Rental's Owner's agent has been informed of this requirement. Rental Owner agrees to take appropriate actions to ensure that the agent is in compliance with this requirement at all relevant times. Rental Owner further acknowledges that the Board may modify the minimum rental term requirements at any time by providing advance notice to Rental Owner and Rental Owner's agent.

2. **Approved Agent.** Rental Owner agrees at all times to use only the services of an agent approved by the Association. A list of approved agents is available on the Association's website and in the manager's office. Rental Owner acknowledges that the Association will declassify and exclude any agent as an approved rental agent in circumstances where the agent has, in the sole judgment of the Board, committed three or more infractions of the rules governing the conduct and responsibilities of an approved rental agent.

3. **Rental Owner Liability and Indemnification.** Rental Owner agrees to be responsible and liable for all acts of any tenant, guest, family member or any other person who occupies the Rental Unit and to pay for any damage or loss incurred by the Association or any other owner caused by any tenant or occupant of the Rental Unit. Rental Owner also agrees to be responsible and liable for all acts of Rental Owner's agent with respect to booking and managing any short term rental arrangement for the Rental Unit. The assumption of liability on the part of the Rental Owner in all of these instances shall be construed in the most comprehensive possible manner. Rental Owner further agrees to indemnify and hold the Association harmless from any and all expenses, claims, damages, actions, litigation, judgments, awards, court or arbitration costs and attorney fees incurred or sustained by the Association in connection with any short term rental or other occupancy arrangement for the Rental Unit. This indemnification obligation will extend to the acts of any tenant, guest, family member or other person who occupies the Rental Unit and may be enforced by the Association by means of a special assessment levied against the Rental Unit.

4. **Insurance.**

4.1 Rental Owner acknowledges and agrees that Rental Owner is responsible and liable for any negligent or intentional acts and misconduct of any occupant of the Rental Unit. Rental Owner further acknowledges and agrees that the Association requires every unit owner within the Northwoods community to obtain and keep in force a unit owner insurance policy (Form HO-6) covering liability, bodily injury and negligence risks pertaining to occupants of the Rental Owner's unit as well as coverage for any property damage losses and expenses associated with the unit. Rental Owner represents and certifies to the Association that Rental Owner currently maintains an insurance policy of this nature in full force and effect for the Rental Unit, and Rental Owner agrees to furnish evidence of such insurance to the Association

upon request. Rental Owner further agrees to promptly inform the policy issuer of the fact that Rental Owner is engaging in short term rentals of the Rental Unit. Rental Owner also agrees to obtain written assurance from the policy issuer that such activities do not void or impair any coverage under the insurance policy.

4.2 In the event Rental Owner determines that conducting short term rental activities in the Rental Unit will void or impair any coverage under the insurance policy pertaining to the Rental Unit, Rental Owner agrees to promptly inform the Association of this fact in writing and to immediately obtain occupant liability insurance coverage for the Rental Unit by separate endorsement or through an additional insurance policy in the amounts and coverage terms as the Association may require.

4.3 Rental Owner agrees to request the policy issuer of the unit owner insurance policy for the Rental Unit to issue a suitable endorsement or certificate designating the Association as an additional insured party under the policy. Rental Owner and the Association understand that certain policy issuers may deny a request of this nature. However, Rental Owner agrees to take reasonable steps to assert such a request under all circumstances.

4.4 Rental Owner agrees to request the policy issuer of the unit owner insurance policy for the Rental Unit to issue a certificate directed to the Association in which the policy issuer agrees to notify the Association in writing in advance of any termination of the policy or change of policy terms or coverage.

5. **Delivery and Compliance with Guest Rules.** Rental Owner agrees that all short term rental or other occupancy arrangements for the Rental Unit shall require compliance with the Guest Rules by all tenants and other occupants including, without limitation, guests and family members of Rental Owner. This requirement shall be an express condition of each rental or occupancy arrangement, and Rental Owner's agent must supply a copy of the Guest Rules to the occupants or tenants in advance of any such booking or arrangement. Rental Owner's agent must also have executed a rental agent agreement with NCA that is in full force and effect. If required by the Association's manager, the rental agent must also deliver to the manager in each case a written statement certifying that Rental Owner or Rental Owner's agent has delivered a copy of the Guest Rules to any tenant or other occupant of the Rental Unit prior to or at the commencement of any occupancy of the Rental Unit.

6. **Enforcement of Guest Rules and Other Requirements.** The Association's manager shall have the authority to enforce compliance with the Association's code of conduct and governing documents as well as the requirements of this agreement in all circumstances. Rental Owner acknowledges and agrees that compliance with these documents and the directions and instructions of the manager shall be respected and adhered to by any tenant or occupant of the Rental Unit. This shall include, without limitation, friends and family members of Rental Owner who may occupy the Rental Unit from time to time. In the event of any failure of a tenant or occupant of the Rental Unit to comply with the code of conduct or any other requirement of this agreement, the manager may take such steps as are permitted under the NCA governing documents and applicable law to enforce compliance. These remedial steps shall include the specific authority of the Association to summarily evict the occupants of the Rental Unit without the concurrence or approval of Rental Owner or Rental Owner's agent. In addition,

the Association will be entitled to levy fines or other penalties upon Rental Owner and to commence civil litigation against Rental Owner for damages or equitable relief relating to any rental activities involving the Rental Unit. In any such litigation, Rental Owner agrees that all attorney fees and court and other costs incurred by NCA shall be paid by Rental Owner, and that NCA may levy a special assessment against the Rental Unit to enforce such payment.

7. **Lodging Taxes.** Rental Owner agrees to pay all lodging and other taxes due the Town of Vail resulting from any short term rental activities pertaining to the Rental Unit.

8. **Acceptance of Agreement by Rental Owner.** Rental Owner will accept and be bound by the terms and conditions of this agreement by executing the agreement and returning a signed copy to the Association or by taking any action with Rental Owner's agent or with anyone else to engage in any short term rental or other occupancy arrangement for the Rental Unit.

9. **Term.** Unless earlier terminated, the term of this agreement shall be for a period of ten years beginning on the date of this agreement. This agreement shall terminate automatically upon the closing date for any sale of the Rental Unit. Either party may terminate this agreement at will at any time by providing advance written notice to the other party of at least 10 calendar days. However, the parties shall continue to be bound by this agreement with respect to ongoing short term rentals that have been booked into the Rental Unit prior to the date of termination.

10. **Default and Termination.** The Association has the right to terminate this agreement immediately and without prior notice in the event of a default by Rental Owner or upon any failure of Rental Owner or Rental Owner's agent to comply with the terms of this agreement. The Association will be entitled to pursue any and all available remedies and to take any lawful actions against Rental Owner or Rental Owner's agent arising from any such default or failure to comply. Rental Owner agrees to pay all attorney fees, court costs and other expenses incurred by the Association with respect to any action or remedy initiated by the Association because of any such default or failure to comply.

11. **Rental Agent Acknowledgement.** Rental Owner agrees to request Rental Owner's agent to acknowledge receipt of a copy of this agreement by executing the acknowledgement of receipt contained below. Rental Owner understands and agrees that the acts and omissions of Rental Owner's agent are attributable to Rental Owner and will be deemed the acts or omissions of Rental Owner for all purposes under this agreement.

12. **Miscellaneous.**

12.1 This agreement embodies all written and oral negotiations between the parties and may not be amended except in writing executed by all parties.

12.2 This agreement and any amendments thereto may be executed in several counterparts, any one of which may be deemed an original. Signatures pages bearing facsimile and scanned signatures shall be received in lieu of original signatures and such copies taken together shall be deemed to be a full and complete agreement between the parties.

12.3 This agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

12.4 The terms of this agreement shall bind and benefit the heirs, legal representatives, successors and assigns of the parties.

12.5 The invalidity or unenforceability of any one or more provisions of this agreement shall in no way affect any other provisions.

12.6 All notices shall be in writing and shall be deemed to have been given when presented personally, sent by facsimile or confirmed e-mail transmission, or when deposited in the United States mail, certified mail, return receipt requested, addressed as follows (or as contained in any amendments hereto):

If to NCA: Northwoods Condominium Association
P.O. Box 1231
Vail, Colorado 81658
Facsimile No.: (970) 479-9093
E-mail: Patrick@northwoodsvail.com

If to Owner: _____
Name of Owner _____
Unit No.: _____
Address: _____
Facsimile No.: _____
Email: _____

NCA:
Northwoods Condominium Association, Inc.

RENTAL OWNER:

By: _____
Title: _____

Name of Owner

The undersigned agent represents that agent has been approved by the Association and has entered into a rental agent agreement with the Association. The agent also represents that agent is contractually authorized and directed by Rental Owner to book and manage short term rental arrangements in the Rental Unit and to communicate with the Association on behalf of Rental Owner regarding all such rental arrangements. The undersigned agent further acknowledges receipt of a copy of this agreement and confirms that agent understands the terms of this agreement and will take all necessary actions and steps to facilitate Rental Owner's and agent's compliance with this agreement.

AGENT: _____

By: _____
Title: _____