



## **EFFORTLESS RENTAL GROUP**

### **2020 SHORT-TERM LEASE AGREEMENT**

This Short-Term Lease Agreement (hereinafter "Agreement") is entered into and made effective as of the date set forth at the end of this document by and be between the following parties: EFFORTLESS RENTAL GROUP (hereinafter referred to as "Manager"), having an address at the following: **2525 15th Street, 1B, Denver, CO 80211**

and the following Guest (hereinafter referred to as "Guest"): **PLATFORM GUEST** residing at the **ADDRESS BOOKED BY PLATFORM GUEST**.

Manager and Guest may collectively be referred to as the "Parties."

In consideration of the obligations and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do contract and agree as follows:

#### **Article 1 - GRANT OF LEASE**

Manager hereby leases unto Guest, and Guest hereby rents from Manager, the real property located at the **ADDRESS BOOKED BY PLATFORM GUEST** (hereinafter referred to as "Property"). The property is furnished and includes the following: **ALL items listed in the Effortless Rental Group - PLATFORM listing (booked by guest)**.

The Parties hereby contract with each other to lease the Property based on the terms and conditions contained herein.

## **Article 2 - TERM OF LEASE**

This Agreement shall begin on reservation check-in date (hereinafter referred to as the "Check-In Date") and end on reservation check-out date (hereinafter referred to as the "Check-Out Date"). The time period of the Check-In Date to the Check-Out date shall hereinafter be referred to as the "Term."

Guest must vacate the Property by the Check-Out Date, unless Manager and Guest mutually agree in a signed writing to extend the Term of Guest's rental of the Property.

## **Article 3 - RENTAL RULES**

Guest agrees to abide by the following rental rules (hereinafter "Rental Rules") at all times during Guest's stay at the Property. Guest shall also ensure that any person Guest permits on the Property shall also abide by the rental rules laid out in the **ADDRESS/LISTING BOOKED BY PLATFORM GUEST**.

## **Article 4 - RENTAL RATES & FEES**

Effortless Rental Group uses dynamic pricing and Guest shall be required to pay the rental fee per night (defined on the **LISTING BOOKED BY PLATFORM GUEST**).

Rental fees will be due as follows:

**Rental fees are due at the time of booking.**

Guest shall also be responsible for the following additional fees:

**Guests will be responsible for service, cleaning, & tax fees (including all damage costs incurred by guests).**

## **Article 5 - ACCESS**

Under the terms of this Agreement, access to the Property by Manager may be undertaken as follows:

A) The Guest shall not unreasonably withhold consent to the Manager to enter the dwelling unit from time to time in order to inspect the Property; make necessary or agreed repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

B) The manager may enter the dwelling unit at any time for the protection or preservation of the Property. The manager may enter the dwelling unit upon reasonable notice to the Guest and at a reasonable time for the purpose of repair of the Property. 'Reasonable notice' for the purpose of repair is notice given at least 24 hours prior to the entry, and reasonable time for the purpose of repair shall be between the hours of 7:30 a.m. and 8:00 p.m. Manager may enter the dwelling unit when necessary for the further purposes set forth above under any of the following circumstances:

**I) With the consent of the Guest**

**II) In case of emergency**

**III) When the Guest unreasonably withholds consent**

C) The Manager shall not abuse the right of access nor use it to harass the Guest.

## **Article 6 – TERMINATION / CANCELLATION**

Should Guest violate any of the terms of this Agreement, the Manager shall be able to terminate the Parties' relationship and this Agreement immediately and without notice. Guest waives any and all rights under this Agreement upon any violation or breach. Guest shall vacate the Property immediately upon the Manager's request. If the Manager finds any damage to the Property, which amounts to a monetary cost of more

than any given security deposit or rental fees, the Manager shall be permitted to seek all legal avenues for recovery.

Additionally, Guest may not terminate this Agreement prior to the date of termination denoted herein. If Guest vacates, abandons, or otherwise leaves the Property prior to the agreed-upon Check-Out Date, Guest is still responsible for all payments due until the natural termination of this Agreement on the Check-Out Date. The manager may terminate this Agreement for any reason by giving Guest 5 (five) days written notice or another time period which is reasonable under the circumstances of the rental.

### **Cancellation Policy**

Canceled reservations will receive a full refund less booking fees when reservation cancellation is made 60 days prior to scheduled check-in. A 50% refund will be issued for all cancellations that happen up until 2 weeks prior to arrival. All cancellations made less than 14 days in advance of arrival date are not refunded.

Effortless Rental Group reserves the right to suspend or cancel a reservation if we suspect, in our sole discretion, that the guest has booked in an unauthorized or fraudulent manner.

### **Deposit Policy**

Effortless Rental Group does not collect a security deposit. In the event damages occur during a stay, Effortless Rental Group reserves the right to charge your credit card on file.

## **Article 7 - MAINTENANCE & REPAIR**

Guests shall maintain the Property in a good and clean manner and use the premises lawfully. Guest shall leave the Property the way Guest found it at the beginning of this Agreement. If Guest has left the Property in any way that requires additional maintenance and/or repairs, Guest hereby agrees to pay for such maintenance or repairs. Additionally, Guest agrees that if there is any delay in everyday maintenance or

repairs for reasons beyond the Manager's control during the term of this Agreement, this shall have no effect on Guest's obligations under this lease.

### **Article 8 - ADDITIONAL GUESTS**

Guests may be permitted to have additional overnight visitors to the Property, but is required to obtain permission from the Manager prior to any stays. An additional monetary amount may also be charged.

### **Article 9 - PERMITTED USES**

The Property shall be used and occupied solely in the following manner:

**Residential short-term vacation rental property for lodging purposes only.**

Guest shall specifically not use the property for any of the following:

**No smoking - \$1000 fine**

**No pets - \$1000 fine**

**No parties - \$1000 fine**

**No business-related events or activities - \$1000 fine**

### **Article 10 - PET POLICY**

Any and all pets or companion animals, with the exception of service animals as dictated by applicable state and federal law, are prohibited under the terms of this Agreement.

### **Article 11 - SMOKING**

Smoking shall not be permitted anywhere on or in the Property.

## **Article 12 - TRASH**

Guests shall dispose of trash in the manner in which is defined within the **LISTING BOOKED BY PLATFORM GUEST**

## **Article 13 - SHORT-TERM SUB-RENTAL**

Guests are not permitted to place the Property up for any short-term rental, including through online vacation rental sites.

## **Article 14 - USE OF PROPERTY**

Guest hereby expressly acknowledges and agrees that this Agreement is only for transient occupancy of the Property, and Guest does not intend to, nor is Guest permitted to, make the Property a residence or permanent household.

## **Article 15 - FIREARMS**

Guest is not permitted to have any firearms or other flammable or hazardous materials on the property, such as fireworks.

## **Article 16 - ILLEGAL USE**

Guests shall not use the Property for any illegal purpose, including but not limited to an illegal drug house, harboring a fugitive, prostitution, or abuse of any person or animal. If Guest is found to be engaging in any illegal activities on the Property, this shall be cause for immediate termination of this Agreement.

### **Article 17 - FIRE ALARMS**

If Guest notices any deficient activity, such as beeping, from any fire alarm on the Property, Guest shall notify the Manager immediately. Otherwise, Guest shall not tamper with any fire alarms or smoke detectors on the Property.

### **Article 18 - SHORTENED STAY**

Manager shall not be responsible for any shortened stay of Guest, including by reason of bad weather or other frustration of Guest's particular purpose. Guest shall continue to make payment until the agreed-upon Check-Out Date in this Agreement.

### **Article 19 - TELEPHONE USAGE**

The Property may be equipped with a telephone. If it is, long-distance calls must be charged to a credit card, billed to Guest's home number, or made in conjunction with a long-distance calling card. If not, any long distance charges will be billed to Guest, in addition to a minimum handling fee of \$10.00.

### **Article 20 - INTERNET**

Access to the Internet has been provided in the Property as a courtesy and convenience for Guest. Guest hereby acknowledges and agrees that Internet access is not integral to this Agreement. No refund of any payment or fee shall be given in case of Internet outages, speed, or access problems.

### **Article 21 - COOKING**

Guests may only cook in the areas that are designated as such, such as a specific kitchen area. Guests are not permitted to create or maintain any open fires.

## **Article 22 - LOCKS**

Guest shall not alter or replace any locks on the Property without the written consent of the Manager. Guest shall also not add any new locks on the Property without the consent of the Manager. If Guest installs any additional locks (with Manager's consent), the locks shall stay on the Property at the expiration of the Agreement and will become part of the Manager's Property.

## **Article 23 - HAZARDOUS MATERIALS**

Guest agrees not to keep any hazardous item on the Property, whether chemically dangerous or otherwise lethal or that might be considered hazardous by any legitimate insurance company.

## **Article 24 - UTILITIES**

The manager shall be responsible for arranging and paying for all utilities.

## **Article 25 - QUIET ENJOYMENT**

Manager hereby acknowledges and agrees that so long as Guest pays timely fees and continues to perform his or her obligations under this Agreement, the Manager will not interfere with Guest's peaceful use and quiet enjoyment of the Property.

## **Article 26 - HABITABILITY**

The Property will be made available in a condition permitting habitation, with reasonable safety.

## **Article 27 - ALTERATIONS & IMPROVEMENTS**

Guests shall not make any alterations, additions or improvements or do any type of construction to the Property.

#### **Article 28 - ASSIGNMENT & SUBLETTING**

Guests are not permitted to assign or sublet this Agreement without the prior written consent of the Manager. Guests may also not grant any license to use the Property or any part of the Property without the prior written consent of the Manager. If the Manager consents to any one assignment, sublet or license, this shall not be deemed a consent to any subsequent such request. Any assignment, sublet or license without Manager's prior written approval shall be null and void and shall, if Manager chooses, terminate this Agreement.

#### **Article 29 - INDEMNIFICATION**

Manager shall not be liable for any damage or injury to Guest or Guest's invitees, licensees or other guests on or in the Property and Guest hereby agrees to indemnify, defend and hold Manager harmless from any and all claims or assertions of every kind and nature.

#### **Article 30 - MATERIALITY OF REPRESENTATIONS ON APPLICATION**

Any and all representations made by Guest on any Application For Rental of the Property (or similarly-titled and applicable document) are understood by the Parties to be material to the grant of this Agreement. Any failure to disclose or lack of truthfulness on such Application may be the cause for the Manager to deem Guest in breach of this Agreement.

#### **Article 31 - MODIFICATION**

No modification of this Agreement shall be binding upon Manager unless in writing and signed by the Manager. Modification to any part or sub-part of this Agreement shall

have no effect on any other part or sub-part of this Agreement and the remainder of the Agreement shall remain in full force and effect.

### **Article 32 - HOLDOVER (30 Plus Day Rentals only)**

If Guest does not vacate the Property at the end of the Agreement term or otherwise remains in possession of the property, a new month-to-month tenancy will be created which will be subject to all the terms and conditions of this Agreement. Such month-to-month tenancy will remain valid until such time as Manager and Guest, in writing, extend or renew the Agreement for a specific term. If Guest becomes a month-to-month Guest, Guest must give 30 (thirty) days written notice to Manager of Guest's intent to surrender the property. The manager may terminate such a month-to-month tenancy at any time by serving Guest a written notice of termination or by other means permitted by applicable Colorado law. Guests shall vacate the Property at Manager's demand.

### **Article 33 - NOTICE OF INJURIES**

If Guest or any of Guest's invitees, licensees, and/or guests are significantly injured or any of Guest's personal property is damaged on the Property or in any common area, Guest shall provide written notice to Manager, to be delivered or sent to the address listed at the head of this Agreement, as soon as possible but in no event later than 5 (five) days after the date of injury or damage. If Guest does not provide such timely notice, this shall be considered a breach of the Agreement.

### **Article 34 - ITEMS LEFT BEHIND**

Any items left behind by Guests will be held for approximately six months and every reasonable effort will be made to contact Guest for their return. However, ultimately Manager is not responsible for these items. If they are not claimed within six months,

Guest forfeits Guest's right to such items and the Manager shall not be held responsible for any disposal.

### **Article 35 - LEAD-BASED PAINT**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Managers must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

### **Article 36 - REMEDIES**

The rights and remedies contained in this Agreement are not exclusive of any other rights and remedies allowed by applicable Colorado law and shall be considered cumulative.

### **Article 37 - SEVERABILITY**

If any part or the sub-part of this agreement is deemed invalid by court order, judgment or other operation of law, the remaining parts and sub-parts of this agreement shall remain valid and enforceable to the fullest extent.

### **Article 38 - HEIRS AND ASSIGNS**

Guests may not transfer or assign this Agreement or any portion of this Agreement to a third party.

### **Article 39 - NO WAIVER**

If the Manager fails to enforce the strict performance of any part or sub-part of this Agreement, this shall not be construed as a waiver of the Manager's right to enforce the same part or sub-part later in time or to enforce any other part or sub-part.

#### **Article 40 - ATTORNEYS' FEES**

Guest agrees to pay reasonable attorneys' fees and expenses in the event Manager requires an attorney to collect any payment due under this Agreement or to otherwise enforce any of Guest's obligations.

#### **Article 41 - GOVERNING LAW**

This Agreement is governed, construed, and interpreted by and through the laws of the State of Colorado.

#### **Article 42 - NOTICES**

Notices given under this Agreement or other applicable Colorado law shall be given in writing by and to both parties. Notices by Guest to Manager shall not be considered complete until actual receipt by Manager at the address listed at the head of this Agreement. Manager or Manager's agents, including any property managers, secretaries, or assistants, shall accept demands and/or service of process at the same address. Notices by Manager to Guest shall be deemed delivered when deposited in the mail to the address of the Property or hand-delivered or placed in the mailbox of Guest at the Property. Notices by Manager to Guest shall also be deemed delivered if addressed to a last known post office box address of Guest.

#### **Article 43 - COUNTERPARTS**

This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

## **Article 44 - COUNTERPARTS**

### **Diversity and Inclusion Statement**

**Effortless Rental Group** is a diverse, inclusive, and equitable workplace and is one where all employees and guests, whatever their gender, race, ethnicity, national origin, age, sexual orientation or identity, education or disability, feel valued and respected. We are committed to a nondiscriminatory approach and provide equal opportunity for employment and advancement in all of our departments, programs, and worksites. We respect and value diverse life experiences and heritages and ensure that all voices are valued and heard.

We're committed to modeling diversity and inclusion for the entire arts industry of the nonprofit sector, and to maintaining an inclusive environment with equitable treatment for all.