# HOUSE RULES ADDENDUM

**THE FOLLOWING SHALL APPLY FOR ALL PREMISES:**

- No parties over the Maximum Amount of Guests set forth in the applicable Reservation Summary unless approved by Owner.
- Keep all sinks, toilets, and all other water and plumbing apparatus in good order and repair and use same only for the purposes for which they were constructed. Licensee shall not allow any paper towels, q-tips, feminine products, sweepings, rubbish, sand, rags, ashes, or any other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of any such damage (including, without limitation, clearing stopped plumbing resulting from misuse) shall be solely borne by Licensee.
- In the event of any red wine spills and other stains, Licensee must notify Owner immediately. If the stain cannot be removed by the maids or professional cleaning, Licensee is responsible for the cost of replacing any rug or upholstered furniture.
- Licensee will use coasters (if provided) to protect surfaces from damage.
- Do not leave red wine, lemon juice or any acidic substances sitting on any counters. Licensee must wipe off immediately.
- Do not overload the waste disposal units in the kitchen.
- No vehicles with studded tires are permitted to enter any driveway on the Premises (if applicable) and/or enter any garage on the Premises (if applicable).
- Burning of any materials, including, without limitation, candles, incense, and other similar items, is strictly prohibited in the Premises.
- Licensee is solely responsible in knowing the safety procedures concerning swimming in the pool (if any) or using the hot tub (if any). Children must be supervised by an adult in or around the pool area (if any) or the hot tub area (if any) at all times. Swim at your own risk. THERE ARE NO LIFE GUARDS ON DUTY NOR ARE THERE ANY SAFETY FEATURES ON THE PREMISES.
- Licensee is solely responsible for child-proofing the house, i.e., gates for stairs etc.
- Use caution when using exercise equipment and at your own risk.
- Keep elevator door (if any) closed.
- Licensee and all Guests must adhere and comply with any rules pertaining to the elevator (if any) and/or the use thereof.
- Do not cause or permit any locks, hooks, or latches to be placed on or upon any door or window.
- Keep doors and windows closed in order to keep air conditioning or heat running normally.
- Vessels of any type that hold water or liquid, including, without limitation, waterbeds, are strictly prohibited in the Premises.
- Daily hours between 10:00 p.m. and 8:00 a.m. local time shall be quiet times, noise shall be kept to a minimum, and Licensee shall not permit nor allow any noise which may disturb the quiet enjoyment of occupants of adjoining premises or properties.
- No firearms, any type of gun, or any type of weaponry is allowed in or around the Premises.
- No fireworks or other hazardous materials shall be in or around the Premises.

- No illegal activity or substances, including, without limitation, illegal drugs or minors possessing alcoholic beverages, are allowed in the Premises.
- No shoes shall be worn in the Premises.
- No ski boots shall be worn in the Premises. No skis, snowboards, and related equipment shall be permitted in the Premises.
- If animals are permitted by this Agreement, no animals are allowed on any furniture or furnishings.
- If bears are prevalent in the area of the Premises, Licensee must use extreme caution. Doors, garage, and windows in the Premises must be locked and secured while sleeping and when the Premises is not occupied. All outdoor dumpsters, garbage bins, and/or trash cans shall be securely locked at all times. Do not feed any wild animals or leave food or garbage in any non-secure area that is not bear proof.
- Lifejackets must be used at all times in oceans, lakes, ponds, and pools or during kayaking or any water activity.
- Use of boat lifts strictly prohibited.

**THE FOLLOWING SHALL APPLY IF THE PREMISES IS PINE CONE RANCH (OR ANY PORTION THEREOF):**

- If the Premises is Pine Cone Ranch (Cowboy), then no access to the Main Lodge, the Dragonfly house, or the Heron house is permitted for any reason.
- If the Premises is Pine Cone Ranch (Heron), then no access to the Main Lodge, the Dragonfly house, or the Cowboy house is permitted for any reason.
- If the Premises is Pine Cone Ranch (Main Lodge and Dragonfly), then no access to the Heron house, or the Cowboy house is permitted for any reason.
- If Licensee is permitted to use any golf carts located on the Premises, any such use must be subject to the following strict rules:
  - Golf carts must remain only on paved roads at all times;
  - No unlicensed drivers;
  - Must abide by all applicable safety rules, procedures, and laws in the operation of the golf carts;
  - No use of any golf carts under the influence of any drugs or alcohol;
  - Use of any golf carts only permitted during daylight hours; and
  - Licensee and Guests are fully responsible and liable for any and all damages, liability, losses, claims, expenses, fees, and charges for any and all property damage, injury to persons, or otherwise relating to, in connection with, or resulting in or from the use of the golf carts.
- No horseback riding whatsoever.
- No access to shooting range.
- DO NOT ENTER INTO LONGHORN CATTLE AREA.

**THE FOLLOWING SHALL APPLY IF THE PREMISES IS ASPEN SILVERADO:**

- Parking: No more than two (2) vehicles are allowed to park in the driveway at any time. Vehicles must be parked in front of the garage of the Premises and only on the side of the driveway that is adjacent to the Premises. Additional cars can be parked off street.

# DISCLOSURES ADDENDUM

**IF THE PREMISES IS SITUATED IN THE STATE OF TEXAS:**

- **SPECIAL CONDITIONS. PURSUANT TO SECTION 92.016 OF THE TEXAS PROPERTY CODE, LICENSEE MAY HAVE SPECIAL STATUTORY RIGHTS TO TERMINATE THIS AGREEMENT EARLY IN CERTAIN SITUATIONS INVOLVING FAMILY VIOLENCE OR A MILITARY DEPLOYMENT OR TRANSFER.**
- **SMOKE DETECTORS. LICENSEE AND ANY GUESTS MUST NOT DISCONNECT OR INTENTIONALLY DAMAGE A SMOKE DETECTOR ALARM OR REMOVE THE BATTERY WITHOUT IMMEDIATELY REPLACING IT WITH A WORKING BATTERY. LICENSEE AND ANY GUESTS MAY BE SUBJECT TO DAMAGES, CIVIL PENALTIES, AND ATTORNEYS' FEES UNDER SECTION 92.2611 OF THE TEXAS PROPERTY CODE FOR NOT COMPLYING WITH THIS NOTICE. OWNER INTENDS TO EXERCISE OWNER'S REMEDIES UNDER SUBCHAPTER F (SMOKE ALARMS AND FIRE EXTINGUISHERS) OF CHAPTER 92 (RESIDENTIAL TENANCIES) OF THE TEXAS PROPERTY CODE IF LICENSEE AND GUESTS DO NOT RECONNECT, REPAIR, OR REPLACE THE SMOKE ALARM OR REPLACE THE REMOVED BATTERIES WITHIN SEVEN (7) DAYS AFTER BEING NOTIFIED BY OWNER TO DO SO.**
- **SECURITY DEVICE. PURSUANT TO SECTION 92.162(B) OF THE TEXAS PROPERTY CODE, LICENSEE IS REQUIRED TO PAY FOR THE REPAIR OR REPLACEMENT OF A SECURITY DEVICE THAT IS NECESSITATED BY MISUSE OR DAMAGE BY LICENSEE OR ANY GUESTS, AND NOT BY NORMAL WEAR AND TEAR. MISUSE OR DAMAGE TO A SECURITY DEVICE THAT OCCURS DURING THE RENTAL PERIOD IS PRESUMED TO BE CAUSED BY LICENSEE OR ANY GUESTS. LICENSEE HAS THE BURDEN OF PROVING THAT THE MISUSE OR DAMAGE WAS CAUSED BY ANOTHER PARTY.**
- **SECTION 92.201 DISCLOSURES. THE NAME AND ADDRESS INFORMATION OF THE HOLDER OF RECORD TITLE TO THE PREMISES IS CHRISTY 2017, LP, 2363 REAGAN STREET SUITE 100, DALLAS, TEXAS 75219 AND THE NAME AND ADDRESS INFORMATION OF THE MANAGEMENT COMPANY FOR THE PREMISES IS AMAS'E' HOMES LLC, 2363 REAGAN STREET SUITE 100, DALLAS, TEXAS 75219.**

**IF THE PREMISES IS SITUATED IN THE STATE OF COLORADO:**

- **LEAD BASED PAINT DISCLOSURES. LICENSEE UNDERSTANDS AND ACKNOWLEDGES THAT THE PREMISES MAY CONTAIN LEAD PAINT IF BUILT BEFORE 1978 AND MAY BE SUBJECT TO STATE REGULATIONS CONCERNING THE RENTAL OF THE PREMISES CONTAINING LEAD BASED PAINT. LICENSEE HEREBY WAIVES ANY CLAIMS AGAINST OWNER ARISING INDIRECTLY OR DIRECTLY FROM THE EXISTENCE OF LEAD PAINT ON THE PREMISES.**
- **MEGAN'S LAW. IF THE PRESENCE OF A REGISTERED SEX OFFENDER IS A MATTER OF CONCERN TO THE LICENSEE, LICENSEE UNDERSTANDS THAT LICENSEE MUST CONTACT LOCAL LAW ENFORCEMENT OFFICIALS REGARDING OBTAINING SUCH INFORMATION.**

- **METHAMPHETAMINE/DRUG LABORATORY. OWNER IS UNAWARE OF THE PREMISES HAVING BEEN USED AS A METHAMPHETAMINE OR OTHER DRUG LABORATORY.**
- **RADON. OWNER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PRESENCE OR ABSENCE OF RADON IN THE SOILS BENEATH OR IMPLIED, CONCERNING THE PRESENCE OR ABSENCE OF RADON IN THE SOILS BENEATH OR ADJACENT TO THE PREMISES OR WITHIN THE PREMISES. LICENSEE, AT ITS EXPENSE, MAY TEST FOR RADON IN THE PREMISES. LICENSEE IS ADVISED TO READ THE LPA'S PAMPHLET TITLED "A CITIZEN'S GUIDE TO RADON," WHICH IS AVAILABLE AT HTTPS://WWW.EPA.GOV/SITES/DEFAULT/FILES/2016-12/DOCUMENTS/2016_A_CITIZENS_GUIDE_TO_RADON.PDF. THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT STRONGLY RECOMMENDS THAT ALL LICENSEES HAVE AN INDOOR RADON TEST PERFORMED BEFORE LEASING RESIDENTIAL REAL PROPERTY AND RECOMMENDS HAVING THE RADON LEVELS MITIGATED IF ELEVATED RADON CONCENTRATIONS ARE FOUND. ELEVATED RADON CONCENTRATIONS CAN BE REDUCED BY A RADON MITIGATION PROFESSIONAL. TO THE FULLEST EXTENT PERMITTED BY COLORADO LAW, LICENSEE HEREBY WAIVES AND RELEASES OWNER FROM ANY AND ALL CLAIMS AND LIABILITIES ARISING FROM THE EXISTENCE OF RADON IN THE PREMISES.**
- **CARBON MONOXIDE DETECTORS. OWNERS OF RENTAL PROPERTIES IN THE CITY OF ASPEN AND/OR PITKIN COUNTY ARE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF CARBON MONOXIDE DETECTORS PURSUANT TO LOCAL REGULATIONS. LICENSEES IN POSSESSION OF SUCH PROPERTIES SHALL BE RESPONSIBLE FOR: (1) TESTING AND REPLACING ANY BATTERIES NECESSARY FOR OPERATION OF A REQUIRED CARBON MONOXIDE DETECTOR; (2) INFORMING THE OWNER OF A CARBON MONOXIDE DETECTOR MALFUNCTION; AND (3) REPAIRING OR REPLACING CARBON MONOXIDE DETECTORS IN THE EVENT THAT THE DEFECTIVE CONDITION WAS CAUSED BY THE LICENSEE, THE LICENSEE'S FAMILY, OR ANY OF THE GUESTS OR OTHER GUESTS AND INVITEES, BY INAPPROPRIATE USE OR MISUSE OF THE PREMISES OR PREMISE UNIT DURING THE DURING THE RENTAL PERIOD OR ANY EXTENSION OF IT. LICENSEE IS PROHIBITED BY LAW FROM REMOVING OR RENDERING INEFFECTIVE A CARBON MONOXIDE DETECTOR, OR FROM KNOWINGLY MOVING, DEFACING, DAMAGING, DESTROYING, OR OTHERWISE INAPPROPRIATELY TAMPERING WITH A CARBON MONOXIDE DETECTOR INSTALLED TO COMPLY WITH LOCAL REGULATIONS. LICENSEE HEREBY AGREES TO COMPLY WITH ALL SUCH LICENSEE RESPONSIBILITIES AND PROHIBITIONS. OWNER HEREBY REPRESENTS THE STATUS OF THE PREMISES' COMPLIANCE WITH LOCAL CARBON MONOXIDE DETECTOR REGULATIONS.**

**IF THE PREMISES IS SITUATED IN THE STATE OF UTAH:**

- **LEAD PAINT DISCLOSURE. LICENSEE UNDERSTANDS AND ACKNOWLEDGES THAT THE PREMISES MAY CONTAIN LEAD PAINT IF BUILT BEFORE 1978 AND MAY BE SUBJECT TO STATE REGULATIONS CONCERNING THE SALE OR RENTAL OF PROPERTY CONTAINING LEAD PAINT. LICENSEE HEREBY WAIVES ANY CLAIMS AGAINST OWNER ARISING INDIRECTLY OR DIRECTLY FROM THE EXISTENCE OF LEAD PAINT ON THE PREMISES.**
- **CARBON MONOXIDE DETECTORS AND SMOKE ALARMS. CARBON MONOXIDE IS A COLORLESS AND ODORLESS GAS THAT CAN CAUSE SICKNESS AND EVEN DEATH IN**

**CASES OF HIGH EXPOSURE. PURSUANT TO UTAH LAW AND LOCAL BUILDING CODE REGULATIONS, THE PREMISES IS REQUIRED TO BE EQUIPPED WITH CARBON MONOXIDE DETECTORS AND SMOKE ALARMS. THE PREMISES IS EQUIPPED WITH FUNCTIONING CARBON MONOXIDE DETECTORS AND SMOKE ALARMS AS REQUIRED BY UTAH LAW AND LOCAL REGULATIONS. LICENSEE ACKNOWLEDGES THAT ALL REQUIRED CARBON MONOXIDE DETECTORS AND SMOKE ALARMS ARE INSTALLED IN THE PREMISES AND ARE OPERATIONAL AS OF THE EFFECTIVE DATE AND LICENSEE AGREES NOT TO DISARM OR IN ANY WAY RENDER SUCH ALARMS OR DETECTORS INOPERABLE DURING THE RENTAL PERIOD.**

- **METHAMPHETAMINE/DRUG LABORATORY. OWNER IS UNAWARE OF THE PREMISES HAVING BEEN USED AS A METHAMPHETAMINE OR OTHER DRUG LABORATORY. OR, IF THE PREMISES WAS USED AS A METHAMPHETAMINE OR OTHER DRUG LABORATORY, THE PREMISES HAS BEEN REMEDIATED TO MEET THE STANDARDS ESTABLISHED BY LOCAL STATE RULES AND LAWS.**
- **RADON. THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (THE "EPA") HAVE DETECTED ELEVATED LEVELS OF NATURALLY OCCURRING RADON GAS IN CERTAIN RESIDENTIAL STRUCTURES THROUGHOUT UTAH. THE EPA HAS VOICED CONCERNS ABOUT THE POSSIBLE ADVERSE EFFECTS ON HUMAN HEALTH FROM THE LONG-TERM EXPOSURE TO HIGH LEVELS OF RADON GAS. LICENSEE IS HEREBY ADVISED THAT OWNER IS NOT QUALIFIED AND HAS NOT UNDERTAKEN TO EVALUATE ALL ASPECTS OF THIS VERY COMPLEX ISSUE AND OWNER IS MAKING NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE PRESENCE OR ABSENCE OF RADON IN THE SOILS BENEATH OR ADJACENT TO THE PREMISES OR WITHIN THE PREMISES. LICENSEE MAY HAVE A TEST FOR RADON IN THE PREMISES PERFORMED AT LICENSEE'S EXPENSE. LICENSEE HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THE FOREGOING DISCLOSURE AND FULLY UNDERSTANDS ITS CONTENT. LICENSEE IS ALSO ADVISED TO READ THE EPA'S PAMPHLET, TITLED "A CITIZEN'S GUIDE TO RADON," WHICH IS AVAILABLE ON THE WORLD WIDE WEB AT HTTP://WWW.EPA.GOV/RADON/PDFS/CITIZENSGUIDE.PDF. FINALLY, TO THE FULLEST EXTENT PERMITTED BY UTAH LAW, LICENSEE HEREBY WAIVES AND RELEASES OWNER AND ITS REPRESENTATIVES FROM ANY AND ALL CLAIMS AND LIABILITIES ARISING FROM THE EXISTENCE OF RADON IN THE PREMISES.**