

TOWN OF BRIGHTON HANDBOOK FOR SHORT-TERM RENTAL HOSTS

Best wishes on the decision to share your home with people who enjoy being in the mountains. You represent the hospitality and friendly nature of Brighton to visitors outside the community. The Town of Brighton stands by to support you, your guests, and your neighbors. This handbook will highlight ideas and strategies that can make short-term renting safer and more enjoyable for everyone involved.

- 1. Application & Renewal Process
- 2. General Regulations Standards Enforcement
- 3. Complaints and Resolutions
- 4. How to Attract Informed and Well-Behaved Guests
- 5. Appendix-Samples of Notices and Forms





Brighton Short-term Rental Application Guide

What to Know Before You Apply

Although the Town of Brighton allows Short-Term Rentals as permitted uses, the following limitations and conditions apply:

- 1. A short-term rental business license, which must be renewed annually, is required.
- 2. On-site parking must be provided (2 parking spaces, plus one additional space for each bedroom exceeding 2 bedrooms).
- 3. Access to the property as well as on-site parking must be available (including snow removal) throughout the entire year.
- 4. The short-term rental must be in a permanent residential building no camping in tents, RV's or trailers is allowed.
- 5. There are two (2) neighborhoods (Pine Tree and Silver Fork) within the town limits that have a cap on the number of short-term rental units allowed. In order to be added to the waiting list once the cap has been met, a business license application must be submitted and reviewed for compliance with all applicable codes. (see step 7 of the Application Process)
- 6. The home must be served by an approved drinking water supply capable of supporting the use throughout the entire year, as well as a public sewer system. This must be verified by the Water Company, Sewer District, Salt Lake County Health Department, and Salt Lake City Public Utilities. Water supply verification must be renewed each year (see License Renewal Process below).
- 7. Maximum occupancy may not exceed 15 people, and the minimum rental period is 2 nights.
- 8. General hazard insurance with a short-term rental rider is required.
- 9. Commercial uses such as retail sales, conferences, weddings, parties, etc. are prohibited.
- 10. The property must be maintained (trash collection, snow removal, etc.) and the short-term rental business owner must provide contact information of a responsible party who is available 24 hours/day to respond to complaints or problems.
- 11. As part of the license application process, all properties with dwellings within 300 feet of the proposed short-term rental must be notified in writing. The notice must include the

property address and the contact information for the responsible party mentioned in #10 above, and must be repeated every 3 years.

- 12. Short-term rental owners must receive confirmation from each renter that they:
 - a. Have received a map to the property
 - b. Understanding of the snow tire rules applicable to winter conditions in Big Cottonwood Canyon
 - c. Acknowledge that parties, weddings, and events are prohibited
 - d. Acknowledge the maximum occupancy (not to exceed 15 people)
 - e. Understand that quiet hours are from 10:00 pm to 7:00 am, and
 - f. Understand that camping in tents, RVs, or trailers is prohibited
- 13. A sign containing the requirements and limitations applying to short-term rentals in Brighton must be posted inside the rental unit. The sign must contain the contact information for the responsible party mentioned in #10 above.
- 14. Short-term rentals located in the Solitude Village Master Association (i.e. the Condos) area are **exempt** from the following:
 - a. Minimum Rental Period of Two Nights
 - b. Notification of neighbors within 300'
 - c. Showing parking areas and number of spots
 - d. Interior signage
 - e. Required communication with Renters

Application Process

Applications for short-term rentals in Brighton are reviewed through the business license process. As part of the process, reviews for compliance with applicable zoning ordinances, licensing regulations, building, health and fire codes are done. The following agencies review each application for health, safety, and other applicable regulations:

- MSD planning and licensing staff will review the application for compliance with zoning and business license regulations.
- The Salt Lake County Health Department and Salt Lake City Public Utilities will verify adequate water and sewer service (by verifying the letters from the sewer and water service providers).
- The **United Fire Authority** will review for compliance with applicable safety codes.
- A Plans Examiner on the MSD staff will review the plans for building code compliance.

The short-term rental business license process is as follows:

- 1. Log into the Application Portal found on the msd.utah.gov website and start an application for a business license for Short-term Rental.
 - Create an account (if you haven't already) using the application portal at <u>msd.utah.gov</u>. <u>This</u>
 login information will be permanently linked to the application as the primary applicant. Other
 contacts, such as a property manager, may be added later in the application process.

- Once you've logged into the new account, click "new application."
- Choose "Business License" application type, "Short-term Renal Business License" application.
- On the application page, please insert all the requested information.
- 2. As part of the required attachments, upload (and label):
 - a. A site plan showing the number of parking spaces available (Condos within the Solitude Village Master Association are exempt from this requirement),
 - b. Floor plans of the building, showing all bedrooms, doors, windows, etc.,
 - c. Letters of service availability from the water company and sewer district providing service to the property,
 - d. Verification of business name registration (if applicable),
 - e. Verification of **Utah Sales Tax** registration,
 - f. Verification of Federal EIN (required for corporations and/or if you have employees),
 - g. Certificate of liability insurance with short term rental rider,
 - h. Signed Terms and Conditions form (see attachment),
 - i. Verification of property ownership (or affidavit from the owner authorizing the application),
 - j. Verification of notification to the neighbors (see appendix). NOTE: The verification of notification may be uploaded <u>at the time of application or anytime during the business license</u> review process.
- 3. A business license specialist will check the application for general licensing requirements, and if complete, will accept it into the system. A planner is then assigned, who will check the plans and other documents for accuracy, completeness, etc.
- 4. Unless the applicant has already done so, the planner will attach the water and sewer letters to a review/approval form designed by Salt Lake City Public Utilities and route the packet to Salt Lake City Water and Salt Lake County Health Department for review.
- 5. If not uploaded in 2(j) above, the planner will contact the owner regarding notification to the neighboring homes within 300 feet of the property (unless exempt from this requirement as a unit within Solitude Master Association area). If notification has been done, the applicant will upload or email verification to the planner to be attached to the file.
- 6. The planner will check the site plan for the required parking spaces, and once water/sewer verification has been received from the County Health Department and Salt Lake City Public Utilities, and the neighbor notification has been verified, they approve the "zoning" review, which activates the Fire and Building reviews to take place.
- 7. The MSD Building department and Fire Authority check the floor plans and authorize payment of the business license application fee (unless the property is in a neighborhood where the cap has already been reached, in which case the application is added to the "wait list").

- 8. Once the license fee has been paid, the applicant can schedule on-site Building and Fire inspections by contacting those agencies directly (see below).
- 9. If the building passes the Fire and Building inspections, the business license is issued.

Annual License Renewal

All Business licenses, including short-term rentals, must be renewed annually. Although the MSD typically sends out renewal notices, it is the business owner's responsibility to be aware of license expiration dates and to renew annually. The renewal process has fewer steps than the new application process, but please be aware of the following:

- 1. Business licenses are non-transferable. A change in ownership will require a new license application.
- 2. There is a 30-day grace period after the license expiration date during which license renewal fees may be paid without penalty.
- 3. Any change to the business name, DBA, or responsible emergency contact information must be submitted at the time of renewal.
- 4. An updated water provision letter must be submitted and verified by Salt Lake City Public Utilities annually.
- 5. Every 3 years, the following steps must be completed:
 - a. Fire inspection and approval,
 - b. Building inspection and approval, and
 - c. Notification to neighbors within 300 feet.

Building and Fire requirements and contacts

Building Requirements:

- 1. Floor plans for each level of the home that show the following:
 - a. Fire extinguisher, CO and Smoke Detectors,
 - b. Window types and sizes in the bedrooms (please see attached example).
- 2. Please schedule the building inspection by leaving a message at: (385)-468-6690.

Fire Requirements:

- 1. Show fire extinguisher, CO, and Smoke Detectors on floor plans.
- 2. Please schedule a fire inspection with your local area fire marshal. Shawn Peterson: 385-290-2883 or slpeterson@unifiedfire.org



GENERAL REGULATIONS

- The minimum rental is for 2 nights.
- The Property Manager must be able to respond to inquiries within twenty minutes, and be on site within 2 hours if necessary. They must also be available 24 hours per day.
- No accessory dwellings or non-residential buildings are permitted as a short-term rental.
- Rental units must be inspected every 3 years by the Fire Marshal.
- If the Short-Term Rental shares an access, hallway, common wall, or driveway with another property, written consent of the owner of the other property is required.

STR USE LIMITATIONS

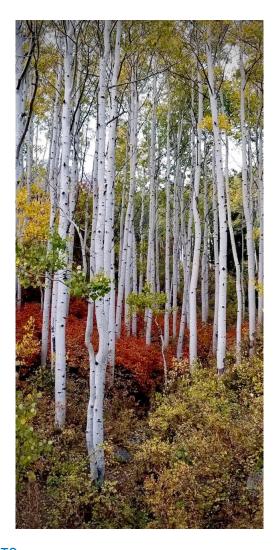
- Special events are NOT ALLOWED in Short-term Rentals. Weddings, concerts, large gatherings, or accommodating more people than the property is advertised to sleep are not permitted.
- No commercial purposes that are otherwise not permitted in the neighborhood are allowed.
- Distribution of retail products or personal services to invitees for marketing or similar purposes are not permitted.
- Outdoor display of goods and merchandise for sale is not allowed.

PARKING

- Two parking spaces are required per dwelling unit, plus one additional space for each bedroom exceeding two bedrooms. The third and fourth spaces, when required, can be in tandem with the first two spaces.
- All parking must be on the property of the Short-Term Rental. Parking areas shall be maintained and available for use at all times year around.
- Parking is prohibited on grass or other flammable material, and on public rights-of-way or any other property including resort property (unless written permission is obtained).
- A map of parking areas and available number of spots shall be posted in a visible and conspicuous place in the Short-Term Rental indicating approved on-site parking spaces, and a copy of the map shall be given to all guests.

RECORD KEEPING

The Owner shall maintain records for 3 years in compliance with the Utah Tax Commission, to determine the amount of Transient Room Tax (TRT) owed to the Town. The Town has the right to inspect the records at reasonable times. Records shall be maintained at the Owner or Manager's premises or shall be available for delivery to the Town within one week after request.



REQUIRED COMMUNICATION WITH GUESTS

Guests must be notified of important requirements. Written acknowledgement that guests received this information is required. (See sample Short-Term rental Agreement form in the Appendix.)

REQUIRED COMMUNICATION WITH NEIGHBORS

Short-Term Rental Hosts must notify neighbors within 300 ft. of their property that they plan to rent their property on the short-term market. Written notification must include contact information of Property Manager and owner.

INTERIOR SIGNAGE

All Short-term Rentals must have a clearly visible notice posted within the unit on or adjacent to the front door containing the following information: (see example in the Appendix)

- A copy of the valid Short-term Rental Permit;
- The name and contact information of the manager or owner;
- The maximum occupancy number;
- The assigned parking locations and number of vehicles allowed, including a diagram that shows where guests must park on the property;



STANDARDS FOR SHORT-TERM RENTALS

MAINTENANCE

Short-Term Rental homes must be properly maintained, painted, and kept in good repair. The use as a short-term rental shall not change the appearance of the house for residential purposes.

QUIET HOURS

- Quiet hours are between 10 pm and 7 am.
- Quiet hours must be listed in all advertising and posted in the rental unit.

OUTDOOR LIGHTS

Unnecessary outdoor lights should be turned off after 10 pm. A sign on the light switch could be a helpful reminder for guests to be considerate of the neighbors.

TRASH

No trash or recycling can be left outside due to wildlife danger to guests and neighbors. The Host must provide directions on recycling protocols and location of dumpsters.

WINTER DRIVING REQUIREMENTS

It is recommended that guests are made aware that 3 Peak Mountain Snowflake (3PMSF) tires are required for 2-wheel drive vehicles, or Mud+Snow Tires (M/S) for 4 Wheel Drive vehicles, or chains.

SNOW REMOVAL

Snow is removed by community snow plows as soon as feasible. The Owner/Host is responsible for paying road and driveway snow plow costs

NO CAMPFIRES

Campfires are not allowed while being used as a Short-Term Rental. Outdoor grills are allowed.

WATER METERS

All Short-Term rental homes must have a water meter that is approved by the water purveyor that serves the home.

NO DOGS

Dogs are NOT allowed in Big Cottonwood Canyon due to Watershed regulations. A limited number of local families have Watershed Dog licenses, but they must provide specific amenities at home and pay for a watershed license. Police frequently issue citations if the dog doesn't have a watershed license.



TYPES OF FINES TO STR OWNERS

- Operating a Short-term Rental for less than the 2-night minimum stay will result in a fine of \$650.
- Operating a short-term rental without a business license for two or more separate rentals within a five-year period, will result in a fine of \$650/day during the rental period. In addition, no business license shall be issued for twelve months after the most recent determination of such violation.
- A Short-term business license may be suspended or revoked if there are two violations of any kind within a six -month period. Violations may include parking, trash, noise, campfires, dogs, etc.
- For each day that any violation of regulations occurs, or that applicable taxes and fees are unpaid, there is a \$100/fine.



- Property Managers should be available at all hours of the day, seven days a week to handle complaints. They should be able to respond within 20 minutes and be on-site within two hours.
- Let the person making the complaint know how you intend to resolve the issue.
- Contact the guest to remind them of the rules and let them know you received a complaint and that they are required to immediately address the issue.
- You can refer to this <u>COMPLAINT FLOW CHART</u> to determine the appropriate person to call for help resolving an issue. You'll notice that in most cases, the manager or owner is the first person to be contacted. Most problems can be resolved with this single contact.
- The Town of Brighton has contracted with Granicus Host Compliance to help with STR issues.
 - Hotline phone number: (435) 241-1579 Tips portal: https://secure.hostcompliance.com/tips

RESPONDING TO COMPLAINTS Q & A

Q: What if the problem can't be resolved by phone?

A: If you are unsure if a complaint can be resolved by calling the guest, or if the guest does not respond to your call, you must visit the site to correct the issue. Correction may include withholding a deposit, continuing to monitor the situation, or even asking guests to leave.

Q: Should I follow up with the neighbor who made the complaint?

A: It is best to ask the person making the complaint if they would like a call-back to let them know how the complaint was resolved. Some neighbors may prefer to be left alone.

IMPORTANT!

DO NOT put yourself in danger. You do not have to act as a Peace Officer or place yourself in danger. Instead, call the non-emergency Canyon Patrol line at (801) 840-4000 to help you. It's a good idea to put this number in your smart phone's contact directory. In an emergency call 911.



IT IS YOUR RESPONSIBILITY TO ENSURE THE RENTAL IS SAFE AND READY FOR RENTERS AND GUESTS

Prepare your listing with attractive photos and travel tips. But, for your sake, be sure that you are targeting responsible guests. Here are some tips:

Be sure the minimum requirements are included in each advertisement. Also advise renters that the unit is located in a residential neighborhood and the rental is subject to strict rules. Noise, parking, dogs, trespassing, and lack of adequate snow tires/chains are the most frequent complaints.

It is recommended you use a rental agreement requiring renters to acknowledge the rental rules. A rental agreement is a good way to provide the required documentation to the renters and to obtain their required acknowledgements for the rental. The required rental records should be maintained for at least one year from the date of occupancy. (See a sample rental agreement in the Appendix)

SETTING UP THE RENTAL

Each rental unit must have a safety inspection every 3 years, but it is recommended that you check the following prior to each individual rental:

- Check to make sure all fire extinguishers and fire alarms are functional (fire, carbon monoxide, security).
- Inspect the home for maintenance issues. Guests are sometimes hard on short-term rental units. Check doors, windows, fixtures, deck or stair railings, etc. Fix hazards immediately.

- Advise guests that the only acceptable access is via a public road. It is not OK to ski or hike through a neighbor's yard or near any home. Be sure to stay on public roads and trails.
- Check that all signage is clearly posted and visible to guests. Signage can disappear between rentals. Consider posting laminated signs for proper operation of appliances and heat sources.
- Consider posting occupancy limits on decks, sleeping areas, or other elevated structures.
- Establish hours for arrival and check-in procedures.
- Maintain well-stocked emergency supplies in the unit including first aid kits.

SCREENING GUESTS

Asking potential guests a few questions about themselves and the plans for their stay will help the determine if they are planning to rent the property respectfully.

QUESTIONS TO ASK BEFORE BOOKING

- What is the purpose of the trip? Will the guests be celebrating a special occasion, such as a bachelorette /bachelor party, birthday, wedding party, etc.?
- Have the guests stayed in a short -term rental before?
- How many adults and children will be staying in the vacation rental?
- Will additional guests be visiting?
- Do the guests smoke?

If you greet guests on-site, use this time to:

- introduce yourself and explain your role;
- acquaint the guest with the rental unit, building and amenities;
- go over emergency procedures, share where they can find your contact information; and
- remind guests of the rules.

REMEMBER: The more work you do to set expectations for your guests up front, the more likely they are to comply with the rules.





SUMMARY

- Make your home safe for guests and encourage compliance with the rules.
- Inform your guests of rules and expectations during their stay in the advertisement and rental agreement and in the interior signage.
- Advise guests of the consequences of not following the rules. Have them acknowledge and sign that they understand.
- Screen guests to ensure that they plan to rent your home respectfully.
- Make contact with your guests shortly after they arrive at the unit.
- Keep good records.
- Keep Host information current for guests and neighbors in case of a problem.
- Be available and responsive to ALL CALLS.

APPENDIX

- Resource Links to Offer Guests
- Short-Term Rental Guidelines. (Required to be posted in each STR.)
- Sample Host-Neighbor Information letter. (*Required to be delivered to neighbors within 300 ft. of STR property.*)
- Sample Guest-Host Rental Agreement
- For more information about STR Regulations in the Town of Brighton:
 Determine the ability to meet all STR business license requirements.
 Click here for more details.

RESOURCE LINKS TO OFFER GUESTS

NOAA WEATHER FOR BRIGHTON

UDOT TRAFFIC REPORT

BRIGHTON SKI RESORT

SOLITUDE MOUNTAIN RESORT

US FOREST SERVICE TRAILS

SKI UTAH

SKI UTAH SNOW REPORT

UTAH AVALANCHE CENTER

TOWN OF BRIGHTON

THE BRIGHTON INSTITUTE

BRIGHTON HISTORICAL SOCIETY

BIG COTTONWOOD COMMUNITY COUNCIL

WASATCH MOUNTAIN CLUB

ENVIRONMENTAL DASHBOARD



RENTAL GUIDELINES

- 1. Quiet hours are 10 pm to 7 am.
- 2. No dogs are allowed in Big Cottonwood Canyon due to Watershed regulations.
- Garbage/Recycle cans must remain inside to prevent wildlife from scattering trash.
- 4. Parking must be contained on-site. No parking is allowed on the public rights-of-way or at resorts.
- 5. Parking areas must be maintained and available for use at all times.
- Winter Driving Requirements: 3 Peak Mountain Snowflake (3PMSF) tires for 2-wheel drive vehicles, or Mud+Snow Tires (M/S) for 4 Wheel Drive vehicles, or chains.
- 7. Roofalanches are common around canyon homes. Beware of traveling between or under rooflines.
- 8. Camp Fires are not allowed in Short-Term Rentals. Outdoor grills are allowed.
- 9. Outdoor hot tubs or spas shall not be used between 10 p.m. and 7 am
- 10. Maximum Occupancy

HOST CONTACT INFORMATION

EMERGENCY NUMBERS

Medical/Fire 911 Sheriff Dispatch 801-840-4000 **Road Conditions** 511 for Hwy 191 **Power Outage** 877-548-3768 CenturyLink Outage 385-414-2077 Trees on Power Lines 888-221-7070 Poison Control 800-222-1222 Avalanche Hotline 888-999-4049 Flood Control 385-468-6101

Canyon Tow Trucks

- Tow Truck Paul Nell (Brighton Area) 801-403-6186
- Tow Truck Dan Knopp (Silver Fork Area) 801-244-0366
- Tow Truck Kyle Morgan (All Canyon Area) 801-330-1335

TRASH & RECYCLING

NO PLASTIC BAGS IN RECYCLE BIN BOXES-BREAK 'EM DOWN

What to Recycle: Paper, cardboard, cans, plastic bottles/containers #1-7. Glass at the glass recycling container on the Brighton Loop

What NOT to Recycle: Food, Hazardous Waste or Green Waste

Location of Recycle Dumpsters

Brighton Circle and Silver Fork Entry

Location of Propane Turn-Off:

Location of Water Turn-Off:

Location of Electric Turn-Off:

SAMPLE HOST-NEIGHBOR LETTER

Letterhead: Name of Owner Address Email address Phone

Dear Neighbor, Date

RE: Short-Term Rental at: ADDRESS OF HOME

Dear Neighbor,

This notice is being provided in accordance with Section 5.19.073 of the Brighton code to inform you that I/we have applied for a license for a short-term rental at the above address. Per subsection 4 of the code, the following contact information is being provided as the responsible party available for contact twenty-four hours per day regarding problems/compliance concerns:

Name: Telephone: (Other Contact Info):

Included with this letter is a short-term rental complaint flowchart, and below is a summary of the requirements for operating this business in Brighton:

- No short-term rental in the Town of Brighton may be used for Special Events including commercial weddings, concerts, or parties or Commercial purposes not otherwise permitted in the zone
- No short-term rental can exceed a maximum of 15 adults overnight.
- Minimum rental period is two nights
- All trash and recycle containers must remain inside the home or placed in an approved bear and wildlife proof trash container until they are taken to a trash collection point or dumpster to prevent wildlife from scattering trash. No trash or recycling can be left outside the dwelling. Owner shall provide directions on recycling protocols and location of dumpsters to tenants.
- All service providers for short terms rentals including cleaning services shall be required to have snow tires from November 1- April 15.
- If the short-term rental unit shares an access, hallway, common wall, or driveway with another dwelling, written consent of the owner of the other dwelling is required.
- There must be a Responsible Party who can respond on site within two hours and be available by telephone, or otherwise, twenty-four hours per day and must be able to respond to inquiries within twenty minutes of receipt of an inquiry.
- Guests of a short-term rental shall not create excessive noise. Quiet hours are 10 pm-7 am. It is the
 responsibility of the owner or property manager to prevent nuisance behavior and maintain
 neighborhood peace and quiet.
- No open fires of any kind except compressed or liquid gas grills, stoves, and pellet fed smokers allowed with proper clearance of flammable materials.
- Guest must acknowledge in writing or email of the regulations, and an interior sign stating the regulations must also be posted in the property.

Sincerely, Your Signature

SAMPLE SHORT-TERM RENTAL AGREEMENT

LIMITED LIABILITY: This property is privately owned and managed. Guests agree to hold the Host and individual owners free and clear of any damage or injury to self or property resulting from accident, injury, or loss due to rain, snow, flood, negligence, fire, theft, or other reasons.

This property is located in a residential community. Please show respect to neighbors and community members. Any disturbance to the community that results in a need for action will result in monetary penalties and immediate termination of your booking. You and your guests will be asked to leave. We strictly enforce these measures to ensure our community's continued support of short-term rentals.

This property is located in a mountain environment. During the winter, snow and icy conditions can pose a risk around the property, including areas underneath roofs. Every effort is made to remove snow and ice and protect the area around the property. Please always wear appropriate footwear and use extreme caution. Do not allow anyone to play under the eaves of any structure or on or around snowbanks. Walking or playing anywhere around the property is done at the sole risk and responsibility of the guests.

If a booked property becomes unavailable or uninhabitable due to circumstances beyond our control, we reserve the right to offer a refund or an alternative property, and we will not be held responsible for any inconvenience, damage, injury, or loss to persons or properties, directly or indirectly, by weather, negligence, or wrongful act by any travel agent, transportation company, or others beyond our direct control.

CHECK-IN AND CHECK-OUT TIMES: Check-in is any time after 4PM, check out is any time before 10AM. We can only accommodate early check-ins or late checkouts if approved and scheduled prior to your stay. Approval is not guaranteed, and charges will be applied if approved.

GROUP SIZE/MAXIMUM NUMBER OF PEOPLE IN PROPERTY: Our staff authorized your rental of this property based on the number of people in your group. All properties strictly enforce the maximum occupancy per unit - exceeding this number is grounds for booking cancellation with no refund. Please get in touch with us if there are any changes in the number of people in your group.

NO DOGS (OR OTHER PETS) ALLOWED: Not only is it illegal to have dogs in Big Cottonwood Canyon due to SLCO Health Department (watershed) and National Forest Service regulations, but numerous owners of our homes have severe pet allergies that prohibit animals of any kind. If neighbors or staff report the presence of dogs on the rental property, you will be asked to vacate and pay for additional sanitizing. We apologize for such strict precautions. Service animals require a Salt Lake County Health Department permit specific to our area and are only allowed in a few designated properties. Don't hesitate to contact us for availability at these homes. Please have your Salt Lake County Health Department permit before inquiring.

NO TRESPASSING: Be aware that this is a neighborhood where people live. Please do not ski or hike across private property. Watch especially for posted No Trespassing signage and please respect it.

NO EVENTS ALLOWED ON PROPERTY: Weddings, large gatherings, or accommodating more people than the property is advertised to sleep is not permissible. Due to strict ordinances to preserve the peace and

tranquility of the neighborhood and community, these "events" are never permitted. They have the potential to be disruptive and cause additional unnecessary wear and tear on the property and grounds. We apologize for any limitations this may put on your plans to stay with us. Please understand that we must (and will) make every effort to monitor and enforce these rules to protect the interests of our owners and our community. If you are found to have violated this rule, you may face potential legal and financial penalties. We reserve the right to cancel any reservation made under pretense or exceeding the maximum number of guests per unit. Termination of the booking may occur, at the Owner's sole discretion, if the Guest or any member of his/her party violates any of the terms of this agreement. If the booking agreement is terminated, there will be no refund of the unused portions of the reservation.

NOISE ORDINANCE: 10 p.m. - 7 a.m. To preserve the peace and tranquility of our neighbors and community, please ensure that any unnecessary outdoor lights are turned off, and excessive noise is brought down to a minimum from 10 p.m. - 7 a.m. Please be courteous to neighbors when using hot tubs and outside decks during quiet hours.

OUTSIDE FIRES: No open fires of any kind except compressed or liquid gas grills, stoves, and pellet-fed smokers are allowed with proper clearance of flammable materials.

PROPERTY DAMAGES: Any damages found to the property will be documented and reported to the Guest with an estimated repair cost. We make every effort to protect the property of our owners. If you notice damage upon arrival, please send us a picture immediately. Guest acknowledges that unless the Host is notified on the day of check-in of any damage or cleaning concerns, then after that, any damages to the property or concerns during the occupancy will be the Guest's responsibility and must be reported and paid for before departure. Excessive dirtiness is considered damage- and will, therefore, merit an additional cleaning fee.

HOT TUB: We strive to have the hot tub pristine for your stay and take pictures before each Guest to document the condition. We can top it off with water if needed; however, if it needs to be emptied and refilled due to excessive contaminants from your group (lotion, sweat, soap, alcohol, etc.), we will charge an additional \$150. Please refer to the instructions next to the tub.

LOCKED AREAS: Certain areas within the property may be locked for the owner's personal storage areas and are exempt from this rental agreement and are off limits to the Guests. Forced entry into these areas is cause for immediate cancellation, and Guests will be charged for damage and/or missing items.

VEHICLE REQUIREMENTS IN WINTER: In the winter months (November - April), it is required that you have a car with 4WD/AWD with either snow tires, chains, or cable chains. Please check with the CLC team and your car rental agency to ensure safe winter travel. We have many local recommendations for reliable rental companies. Please take note of the number of cars permitted at your rental in the PDF and on the 'Short Term Rental' notice posted by the door at the property. We cannot tow your vehicle or pull you out of snowbanks. Guests are responsible for contacting and compensating towing companies (listed on the same sheet mentioned above).

HOUSEKEEPING: All properties are cleaned in preparation for your arrival. Bed and bath linens are supplied. In addition, we supply a starter supply of tissues, toilet paper, paper towels, bath soap, laundry soap, dishwasher detergent, washing machine detergent, and garbage bags. We do not replenish these supplies during your stay. The property must be in the same general condition as when you arrived. Garbage should be taken to the local dumpster (see property PDF for location) or placed in the inside

garbage bin. DO NOT LEAVE ANY TRASH OUTSIDE. Please leave all linens on the beds and put dirty towels in the bathtub or shower. We will not clean the home during your stay, but only after your departure. Charges for any excessive cleaning or damage will be charged to the credit card on file.

IMPORTANT NOTE FOR AFTER-HOURS CHECK-INS WINTER: Due to the snowy mountain environment and the capacity of plow services, check-ins after 8 p.m. are not permitted in winter months. The primary highway and back roads are not plowed regularly after dark and may be impassable with heavy snow storms. If you cannot arrive before 8 pm, please let us know. For your safety, we may ask you to consider checking into a hotel outside the canyon overnight if the weather looks bad.

SUMMER CHECK-INS: After-hours check-ins are permitted, but you must follow the directions in your arrival material to avoid disturbing the neighbors. Map apps are only sometimes accurate up the canyon, and we ask Guests not to use them to navigate to your rental property.

RESERVATION DEPOSIT: A 50% deposit is required when booking. The balance of the rental fee will be automatically processed 30 days before occupancy. If there is a problem processing the balance by this date, we reserve the right to rent the accommodation to another party, and the deposit payment will be forfeited.

SECURITY DEPOSIT: A valid credit card will be required when booking and held on file. After the Guest has checked out, we will inspect the property for damages. Any damage, missing inventory, or other unpaid charges will be discussed with you and billed to your credit card.

CANCELLATIONS: We offer a full refund for reservations canceled 60+ days in advance from the arrival date. Cancellations made 30-59 days in advance will receive a 50% refund. Cancellations made within 30 days will only receive a refund if we can fully rebook your dates, in which case we will provide a full refund minus the credit card processing fee (3-5% depending on the card type).

PAYMENTS: Payments are automatically charged to the credit card on file on the due date.

TAXES: All reservations are subject to state and local sales and lodging taxes. The current tax rate is 14.42%. Taxes are subject to change.

PRIVACY POLICY: We respect the privacy of every individual who uses our website. We only process and use the data obtained through this site for the specific purposes you have authorized for your transaction based on the rental agreement for your reservation. We do not sell customer information to third parties.

GUEST SIGNATURE:		
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TEST QUESTIONS

Name at least three common complaints from neighbors.

Have you written the Host contact information on the Rental Guidelines page?

Have you indicated your Maximum Occupancy on the Rental Guidelines page?

Is the Rental Guidelines page posted inside the home?

Is the Parking Plan posted inside the home?

Do you have a set of directions to your property? Where is it posted?

Do you have a Short-Term Rental Agreement for Guests to sign?

What is the time required for a Host to respond to a complaint?

How often must the Host be available for guest concerns/questions/problems?

Are Special Events allowed in STR properties in Brighton?

Are campfires allowed in an STR property in Brighton?

Are dogs allowed in an STR property in Brighton?

What is the fine for operating the STR for less than the 2-night minimum?

What is the fine for operating the STR without a business license?

How many violations are allowed in a 6-month period before a business license is suspended or revoked?