

# iTrip Rental Agreement

Delaware Vacation Property Management LLC / 3406 Janellen Dr. / Baltimore, MD 21208

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**Tenant:** \_TenantName\_ **Phone:** \_TenantPhone\_ **Email:** \_TenantEmail\_  
**Address:** \_TenantStreet\_ \_TenantCity\_ \_TenantState\_ \_TenantPostal\_

This Agreement will confirm your rental of 128E October Glory for \_NumNights\_ nights as follows:

**Check-In:** ..... \_CheckinDate\_ \_CheckinTime\_

**Check-Out:** ..... \_CheckoutDate\_ \_CheckoutTime\_

**Rental:** ..... \$ \_Rental\_

**Limited Damage Waiver:** \$59.00

**Processing Fee:** \$ \_ProcessingFee\_

**Amenity Fee:** \$ \_AmenityFee\_

**Taxes:** ..... \$ \_AreaTax\_

**Total:** ..... \$ \_NetAmount\_

**Security Deposit:** ... \$ \_RefundableSecurityDeposit\_

**Deposit:** ..... \$ \_DepositAmount\_ (due \_DepositDueDate\_)

**Balance:** ..... \$ \_BalanceAmount\_ (due \_BalanceDueDate\_)

## AGREEMENT

Delaware Vacation Property Management LLC, the Agent of the Owners, and Tenant agree as follows: Above Tenant is at least twenty-five (25) years of age (an "adult") and will be an occupant of the unit 128 October Glory Ave, Ocean View, DE 19970 during the entire reserved dates. In addition to Tenant, other authorized occupants may be family members or friends of Tenant. Use of the premises will be denied to persons not falling within the foregoing categories. Should any unauthorized or unregistered persons occupy or use the Premises, Tenant shall vacate the premises immediately without any refund. This property is intended for quiet use. No key will be issued to anyone who is not an adult.

## RESERVATIONS

Reservations may be placed up to two (2) years in advance, but are subject to the rates in effect for the year said reservations are placed. All times are Eastern Standard Time and currency is USD unless otherwise noted. While every effort will be made to have the unit available for check in at \_CheckinTime\_, during high season, the cleaning crew may require additional cleaning time and check in may be delayed up to 5 pm. Reservations will be held for seven (7) days. If signed rental agreement and payment are not received within a seven (7) day period from the date of the Tenant's signature, the reservation will be cancelled.

## LIMITED DAMAGE WAIVER PROGRAM

**1. Terms of Waiver:** As an enrolled, Covered Guest, staying at an iTrip Franchisee property, under this plan, you will not be obligated to pay for Covered Damage (defined below) to real or personal property of the owner of the rental unit located within the rental unit occupied by the Covered Guest. When the Covered Guest purchases this plan, the property manager waives the right to charge the Covered Guest for Covered Damage to the unit as a result of your inadvertent acts or omissions during the duration of the Stay. Maximum limit of this waiver of liability

is \$1,475.00 aggregate per stay.

**2. Conditions: The Limited Damage Waiver Program has certain conditions. Covered Damage does not include, and the Covered Guest remains liable for, the following:**

- Damages caused by Intentional Acts of a Covered Guest
- Damages caused by gross negligence or willful and wanton conduct.
- Any damage that the Covered Guest does not report to iTrip staff in writing by the time the Covered Guest checks out of the unit.
- Damage from theft without a valid police report.
- Damage caused by any pet or other animals brought onto the premises by any Guests, whether or not the property is "pet friendly".
- Damage or loss of any property owned by or brought onto the premises by a Covered Guest or invitee of Covered Guest.
- Property Damage resulting from any motorized vehicle or watercraft operated by a Covered Guest.
- Damaged Caused by any forbidden items or property usage including but not limited to BBQ Grills, Candles, Cigarettes, etc.

**3. Definitions:**

- "Covered Damage": All damages to property of the unit's owner, up to \$1,475.00 in the aggregate for each Stay, that occurs during the Covered Guest's stay and that is the result of the inadvertent acts or omissions of the Covered Guest or the Covered Guest's invitee, excluding the damages listed in the conditions section above.
- "Covered Guest": All registered guests and all persons booked to share the same unit of accommodations, and have paid the required plan cost.
- "Stay": The stay at an iTrip unit, from the date of a Covered Guest's check-in to the date of check-out.

**4. Administrative Procedure:** iTrip staff will administer and determine whether a damage qualifies as Covered Damage. Such staff will have the sole authority to determine the nature and extent of damages, necessary repairs and eligibility for the waiver of liability described herein. The Covered Guest must report any theft or damage to the unit or its contents to iTrip staff by the time of check-out or any otherwise applicable damage waiver for such Covered Guest will be void. The iTrip Franchisee has ultimate claim administration authority. Arbitration is required prior to litigation.

**5. Terms of Coverage:** The plan takes effect upon check-in on the booked arrival date to an iTrip unit. All coverage shall terminate upon normal check-out time of the iTrip unit or the departure of the Covered Guest, whichever occurs first.

**6. Fee:** \$59.00 for your covered stay. This fee is non-refundable.

## **IMPORTANT NOTE:**

**Violation of any condition of the terms of iTrip voids the Damage Waiver Program without refund of any portion of booking/damage waiver fee. Guest Agrees that damages not covered by the Damage Waiver Program or in excess of the Damage Waiver Program limit of \$1,475.00 shall be paid by guest immediately. Guest authorizes iTrip to charge the cost of damages to guest's credit card in accordance with this agreement and the terms and conditions of the rental agreement. By submitting payment for this reservation, you authorize iTrip to include the costs of this Damage Waiver Program in your reservation. Please contact iTrip directly if you do not wish to participate in this plan or assignment.**

**Unless Tenant elects the Limited Damage Waiver Program, Tenant agrees to pay for damage to the Unit or property within the Unit, except normal wear and tear, that occurs during the Tenant's stay in the Unit. Tenant authorizes iTrip to charge the amount of damages, as determined solely by iTrip, to guest's credit card in accordance with this agreement**

## **RENTAL DEPOSIT**

A deposit totaling 50% of the agreed upon Total Amount is due with acceptance of rental agreement. Payment of deposit shall be deemed as acceptance of this rental agreement. Payment may be made by traveler's checks, bank money order, wire transfer, or certified check or major credit card. Personal checks will be accepted upon approval; if funds are not credited within Ten days booking will be cancelled. The deposit amount is \$\_DepositAmount\_.

## **BALANCE**

Balance is due 60 days prior to arrival date and includes a refundable damage deposit. The balance is due on \_BalanceDueDate\_. Payment may be made by traveler's checks or certified check or major credit card. Personal checks will be accepted upon approval; if funds are not credited within seven days booking will be cancelled; if this happens, deposits will be refunded less a \$100.00 administrative fee. Damage deposit will be refunded within 7 -10 days of checkout

pending inspection by cleaning firm.

## **CANCELLATION POLICY**

There is a 60 day cancellation policy in effect for this property. Tenants cancelling a booking later than 60 days prior to the start of a booking will not receive a refund unless the property is rebooked. Any difference in price of the replacement booking will be reflected in the refund. *There will be no refund for cancellations or early departure even if authorities initiate mandatory hurricane evacuations or quarantine restrictions.* Vacation Insurance is strongly recommended and is offered by your iTrip manager. Please inquire prior to booking. This cancellation policy may be superceded by a channel partner's booking website policy such as Airbnb, HomeAway, etc.

## **HAZARDOUS PRACTICES**

No barbeque grills of any kind are permitted on balconies or in the unit. No open flames ie. candle burning is permitted on balconies or in the unit. Do not dismantle smoke detectors as they are there for your protection. Use the overhead stove fan when cooking to avoid accidental, activation of smoke detector alarm.

## **ABSOLUTELY NO PETS**

No pets are allowed. If evidence of a pet(s) is found in the unit or on the premises you will be asked to vacate immediately with no refund of rent or damage deposit.

## **FAMILY RENTAL ONLY**

Reservations will not be made for teenage or young single groups and will not be honored regardless of any accompanying adult staying in the unit. Only registered guests are permitted on the property except for limited day guests. No parties with additional guests are allowed except with written permission.

## **FALSIFIED RESERVATION**

Any reservation obtained under false pretense will be subject to forfeiture of reservation deposit, damage deposit, and/or balance of rental payment.

## **HOUSEKEEPING**

There is **no daily maid service**. Linens and towels are not included in the unit. Tenants are required to report any existing damages or cleaning issues within the first 24 hrs of the booking. There is a one time \$\_CleaningFee\_ cleaning fee. Additional cleaning fees will be due in the event that cleaning involves the removal of excessive sand or other substances.

## **UTILITIES**

No compensation will be given for temporary outage of electricity, WIFI, gas, water, cable, or telephone service. Outages will be reported immediately and all efforts will be made to have them restored as soon as possible.

## **KEYS**

Directions for entry will be given after final payment.

## **NONSMOKING UNIT**

Smoking or vaping anything in the home is strictly prohibited. Your damage deposit (if any) will be forfeited and you will incur an additional charge for carpet cleaning and deodorizing if any evidence of smoking is found.

## **ENTRY BY OWNER**

Owner or owner's agents may enter the premises under the following circumstances: in case of an emergency; to make any necessary or agreed upon repairs, alterations, or improvements; supply necessary or agreed upon services or show the premises to prospective purchasers, renters or contractors. Owner will provide renter with at least 24 hours notice of Owners intent to enter (except in the case of an emergency).

## **RULES AND REGULATIONS**

1. Tenant agrees to leave the premises and its contents in the same condition, neat and tidy, as Tenant found the premises to be upon move-in, normal wear and tear expected. Beds should be made. All dishes are to be washed and returned to their storage and all garbage is to be removed from the premises and placed in outside receptacles.
2. Close all blinds in all rooms.
3. The maximum number of occupants shall not exceed (10) people, not including a child in a crib.
4. Furnishings are not to be removed from the premises for use outside or in other properties.
5. "No pets" policy must be observed. Pets are not allowed on premises.
6. Smoking anything is not allowed in the unit or on the porch.
7. Reservations are not made by or for a minor, defined as any person under the age of twenty-five (25).
8. All keys and passes are to be returned upon move-out by Tenant. There will be a \$50.00 charge per key or pass if not returned at check-out.
9. Tenant and any guest of Tenant shall obey all laws of the state of Delaware, as well as local laws, at all times while they are on the premises. Failure to abide by the laws of Delaware or the above rules may cause tenant to be asked to vacate the premises and forfeit all rents and security/damage deposits.
10. **The Village at Bear Trap Dunes Rental/Guest Rules.** Please adhere to these Community Rules. We appreciate your cooperation:

**1. Renters can access community amenities only after purchasing renter passes at the prevailing rate established by The Association. Renters must provide a valid driver's license and a copy of the rental agreement of a unit in order to purchase renter passes. Renters may purchase up to the allotted housing limit at the Pavilion during normal operating hours. Passes are not required for children under the age of four.**

**2. Vehicles MAY NOT block the sidewalk. It is a safety hazard for walkers, bicycles, strollers and kids.**

**3. No blankets, towels or clothing may be hung over railings or fences of any dwelling in the community. Clotheslines are not permitted outside of homes or garages.**

**4. No trash may be left on the curb or in front of townhouses, row homes and golf villas. Occupants of townhouses, row homes and golf villas must use designated dumpsters. If the dumpster is full, please go to another location that is not full. DO NOT LEAVE ON THE GROUND OUTSIDE DUMPSTER**

**5. Swimming, boating, flotation devices, or other use of ponds (other than fishing from the shoreline) is prohibited.**

**Fishing is catch and release only.**

**6. On-site storage of propane, gasoline, heating or other fuels (other than a reasonable amount for emergencies or the operation of lawn equipment and grills) is prohibited.**

**7. Outdoor grilling of any kind is prohibited on all enclosed porches within the community. Charcoal and gas grills are strictly prohibited from use and/or storage on golf villa (condominium) decks. In addition, charcoal grills are not permitted on any wooden deck in the community. Gas grills are permitted but must be a minimum of ten (10) feet from any structure when in use.**

**8. Garage doors should remain closed except for temporary or immediate use**

**9. All mobile homes, recreational vehicles, boats and other watercraft, trailers or inoperable vehicles must be parked inside garages. Such trailers and vehicles may be parked in driveways during daylight hours for loading and unloading. If a violation of this rule is found within the community, a letter will be placed on the vehicle or trailer advising that it may be towed within twenty-four (24) hours at owner's expense.**

## **SLEEPING CAPACITY/DISTURBANCES**

Tenant and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following: Occupancy exceeding the sleeping capacity of 10 people (unless otherwise agreed), using the premises for any illegal activity, causing damage to the premises rented or to any of the neighboring properties and any other acts which interferes with neighbors' right to quiet enjoyment of their premises.

## **HOLD HARMLESS**

iTrip, Delaware Vacation Property Management or the Owner, do not assume any liability for loss, damage or injury to persons or their personal property resulting from their stay at the property or their use of any amenity that may be provided including community pool, kayaks, etc. Neither do they accept any liability for any inconveniences, damage, loss or injury arising from any temporary defects or stoppage in supply of heat or air conditioning, water, gas, cable service, electricity or plumbing, as well as due to weather conditions, natural disasters, acts of God, or other reasons beyond its control.

## **MAINTENANCE**

Please report any maintenance needs for the premises to us and we will respond as quickly as possible. Refunds will not be made for maintenance issues including, but not limited to heating and air conditioning, appliances, WIFI, televisions, and stereos.

## **LINENS/TOWELS/SUPPLIES**

Pillows and blankets are provided. Mattresses have protective covers. The tenant shall furnish or rent linens, towels and mats. To rent linens and towels, the owner recommends Gale Force Rentals in Oceanview. They deliver and pick up. Please check the property description to confirm the beds and baths.

An initial supply of paper and cleaning products will be provided. Tenant is responsible for all paper and plastic products. We recommend that you bring any

special items that you may need.

## **PARKING**

Parking is limited to 4 spaces. (provide details)

## **TELEPHONES**

Telephones are not provided. Any use of existing telephones is subject to charges.

## **ADDITIONAL TERMS AND CONDITIONS**

The undersigned Tenant, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Owner from any and all liabilities, claims, demands, and causes of action by reason of any injury, loss of damage by whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result, or in connection with the occupancy of the premises and agrees to hold Owner free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover any reasonable attorneys fees and costs. Owner reserves the right to terminate this Agreement upon their discretion at any time.

*Please remember that you are renting a private home - not a hotel room. Please treat it with the same respect you would like shown in your own home.*