

iTrip Rental Agreement

iTrip SWF Vacation Rentals, LLC / 7910 Summerlin Lakes Dr / Fort Myers, FL 33907

Phone: (800) 819-3537 / Fax: (888) 505-4080 / swfvacations@itrip.net

Tenant: _TenantName_ **Phone:** _TenantPhone_ **Email:** _TenantEmail_
Address: _TenantStreet_ _TenantCity_ _TenantState_ _TenantPostal_

This Agreement will confirm your rental of 1202 SE 36th St, Cape Coral, FL 33904 for _NumNights_ nights as follows:

Check-In: _CheckinDate_ _CheckinTime_
Check-Out: _CheckoutDate_ _CheckoutTime_
Rental: \$ _Rental_
Fees: \$ _Fees_
Taxes: \$ _AreaTax_
Total: \$ _NetAmount_
Security Deposit: ... \$ _RefundableSecurityDeposit_
Deposit: \$ _DepositAmount_ (due _DepositDueDate_)
Balance: \$ _BalanceAmount_ (due _BalanceDueDate_)

AGREEMENT

CORONAVIRUS/COVID-19 NOTICE AND HEALTH & SAFETY PRECAUTIONS COVID-19 is an extremely contagious virus and is believed to spread mainly through person to person contact. Transmission through surfaces is also possible. Governmental authorities recommend social distancing and limitations on the congregation of groups of people. It is impossible for the community to continuously disinfect all amenities and furnishings in a manner to totally eradicate the potential spread of COVID-19. We cannot guarantee that you, your children, family, or guests using a vacation home or any amenities or common areas will not become exposed to COVID-19 while in the home or adjacent areas. By using these amenities and common areas, you voluntarily assume the risk that you or other members of your party may be exposed to or infected by COVID-19 or other diseases such as the flu and that such exposure or infection may result in a serious medical condition, including personal injury, illness, permanent disability or death. By using this home or these amenities, you are accepting sole responsibility for such risks and/or occurrences that you or other members of your party may experience or incur as a result of such use and you forever release, waive, relinquish and discharge the property manager, the homeowner and all directors, officers, employees, agents or other representatives of the property manager and/or homeowner (the "Representatives") from any and all claims, demands, liabilities, rights, damages, expenses and cause of action of whatever kind or nature, and any other losses of any kind, whether known or unknown, foreseen or unforeseen, as a result of you and your party being a guest at this vacation home. [I further promise not to sue the property manager, the homeowner or any of the Representatives.] All persons must abide by Centers for Disease Control recommendations and the following rules: - No more than 10 people may congregate together at any time. - Social distancing must be observed, including maintaining a distance of at least 6 feet from other people. - Use common-sense precautions to minimize your own physical contact with surfaces which may have been touched by others. - Please wipe-down any high-touch surfaces prior to use and clean after use if possible. If you are experiencing any of the known symptoms of COVID-19, or if within the past 14 days you have come into contact with anyone suspected of infection or who is experiencing such symptoms, then you should immediately cease using all recreational amenities and common areas at the home and take steps as recommended by the CDC for minimizing the exposure of other persons to possible contagion.

SWF Vacation Rentals, 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 1202 SE 36th St, Cape Coral, FL 33904 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 persons occupy or use the Premises, Tenant shall vacate the premises immediately without any refund. No key will be issued to anyone who is not an adult. Check-in

time is no earlier than 4:00 p.m. **There are no refunds for early departure.** The property is private property. Any early access or attempt to access early without prior authorization will result in an additional charge to your account of \$250. Further it will be deemed trespassing and grounds for termination of your rental agreement, eviction and forfeiture of all monies paid.

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 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.

DEPOSIT

A minimum deposit totaling 35% of the agreed upon Total Amount is due with acceptance of rental agreement. Payment of deposit shall be by major credit card and be deemed as acceptance of this rental agreement. Balance due may be made by bank money order, certified check or major credit card and must be received by Manager within 30 days of your check-in. The deposit amount is `$_DepositAmount_`.

BALANCE

Balance is due 30 days prior to arrival date and includes a refundable damage deposit. The balance is due on `_BalanceDueDate_`. Payment may be made by bank money order, certified check or major credit card and must be received by Manager within 30 days of your check-in. If funds are not credited within seven days thereafter, booking will be cancelled; if this happens, any deposits and/or monies paid will not be refunded. **Damage deposit will be refunded within 30 days of checkout pending inspection by management. The deposit will be refunded upon confirmation that no damage was done to the property, no excessive cleaning required, and no missing items such as towels, linens and owner personal property.**

CANCELLATION POLICY

In the event you cancel your reservation, please be aware that there are financial consequences for cancelled reservations.

Cancelled bookings will be charged a \$150 cancellation fee.

Cancelled bookings up to 30 days before the check-in date will receive a full refund less a \$150 cancellation fee.

Cancelled bookings less than 30 days before check-in are non-refundable.

HOA Rental Application Fees paid are non-refundable.

Moved Booking-Guest can request to move booking 1 time for a fee of \$75 plus or minus ate difference. For Peak Season Reservations, requests must be received at least 60 days in advance of check-in. For Shoulder & Off Season reservations, requests must be received at least 30 days in advance of check-in.

There will be no refund for early departure.

VACATION INSURANCE IS MADE AVAILABLE TO OUR TENANT GUESTS, AND IS RECOMMENDED.

CHECK-IN

Please be aware all properities are "**Self Check-in**". The following door code and/or access instructions will be needed to enter the property. Please have the door code and/or instructions that will be provided 2 days before your check-in with you upon your arrival.

Your starter amenity pack includes the following items: 1 roll of paper towel, 1 hospitality size dish soap, 2 rolls of toilet paper per bathroom (1 on the roll + 1 extra), 1 set of hospitality size shampoo & conditioner and 1 bar of soap per bathroom. Paper goods, bath toiletries and cleaning products are not provided for your entire stay.

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. If neighboring boat docks are applicable there is "NO TRESPASSING" on neighboring docks and do not cause or allow your boat to touch or damage neighboring. Tenant accepts responsibility for any and/or all damage to neighboring docks and/or penalties & fines for trespassing, as well as any and/or all damage they cause to the property owners dock they're renting.

ABSOLUTELY NO PETS

are allowed. If evidence of a pet(s) is found in the unit or on the premises you will be charged an additional fee of \$250 or the actual cost to clean and/or repair whichever is greater. You will also be asked to vacate immediately with NO REFUND OF RENT OR DAMAGE DEPOSIT.

FAMILY RENTAL ONLY

Reservations made for teenagers or young single groups will not be honored without any accompanying adult staying in the unit at ALL times. We require at least one member of the party to be 25 (twenty-five) years of age! Any violators will be evicted according to Florida Statute 508.141 with FORFEITURE OF ALL MONIES.

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 included and not to be taken from the unit. An initial setup of trash liners, bathroom paper, soap is provided. There is a \$_CleaningFee_ one time cleaning fee. Additional cleaning fees will be due in the event that cleaning involves the grill, the removal of excessive sand, and/or excessive cleaning of unit,home, lanai, pool, and linens. Housekeeping does not wash dishes, silverware, serveware, and/or cookware. Tenants are responsible to wash and put away the dishes, silverware, serveware, and/or cookware they use during their stay.

UTILITIES

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

KEYS

You will be provided keys or door code upon arrival after receipt of your rental payment in full and check-in procedural email. Check-in time is no earlier than 4:00 p.m. Any early arrival without prior authorization will result in a \$250 charge to the guest account.

NONSMOKING UNIT

SMOKING IS STRICTLY PROHIBITED! INCLUDING E-CIGARETTES, CIGARS, OR PIPES ARE NOT PERMITTED ANYWHERE ON THE PROPERTY; THIS INCLUDES FRONT ENTRYWAY, GARAGE AND LANAI. YOUR DAMAGE DEPOSIT WILL BE FORFEITED! You will incur an additional charge of \$500 for carpet cleaning, painting and deodorizing or the actual remediation cost whichever is greater if any evidence of smoking is found including the smell of smoking.

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, tidy, undamaged and as Tenant found the premises to be upon move-in. Beds should be stripped of linens and placed in a pile in each bedroom for housekeeping.
2. All dishes are to be washed and all garbage removed from the premises and placed in outside receptacles. Please place trash bins in front of house for pickup.
3. The grill, if applicable is available for use during your stay. The charcoal or propane is self-service. Management can provide propane/charcoal delivery service for a delivery fee plus propane/charcoal cost upon request. Clean grill after use. If grill is not cleaned an additional cleaning fee of \$35 will be charged to your guest account.
4. Close all blinds in all rooms.
5. The maximum number of occupants shall not exceed 6 people, not including a child under 3 years old..
6. Furnishings are not to be removed from the premises for use outside or in other properties.
7. "No pets" policy must be observed. Pets are not allowed on premises.
8. Smoking is not allowed in the unit.
9. Reservations are not made by or for a minor, defined as any person under the age of twenty-five (25).
10. Check-in time is no earlier than 4:00 p.m. The property is private property. Any early access or attempt to access early without prior authorization will result in an additional charge to your account of \$250. Further it will be deemed trespassing and grounds for termination of your rental agreement, eviction and forfeiture of all monies paid.
11. All keys, RFID cards and garage remote openers are to be returned upon checkout by Tenant. Tenant will be responsible for the replacement cost of any of these items if not returned at checkout.
12. Tenant and any guest of Tenant shall obey all laws of the state of Florida, as well as local laws and ordinances at all times while they are on the premises. Failure to abide by the laws of Florida or the above rules may cause tenant to be asked to vacate the premises and FORFEIT ALL RENTS AND SECURITY/DAMAGE DEPOSITS.
13. If you are renting a condo or townhouse please do not mail packages to the rental address without notifying our management team in advance of your stay.
14. If neighboring boat docks are applicable there is "NO TRESPASSING" on neighboring docks and do not cause or allow your boat to touch or damage neighboring. Tenant accepts responsibility for any and/or all damage to neighboring docks and/or penalties & fines for trespassing, as well as any and all

damage caused to the property owners dock their renting.

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 but not limited to the following: **Hostile interaction either written or verbal with Manager or Owner. Cursing or disrespecting Manager or Owner. Threatening bad property reviews or extortion.** Occupancy exceeding the sleeping capacity of the property as advertised, using the premises for any illegal activity, causing damage to the premises rented or to any of the neighboring properties, or encroaching on neighboring property, and any other acts to include unnecessary or unusually loud noises like yelling, shouting, loud music, loud TV's or similar noises other than normal conversation at reasonable levels between the hours of 10:00 p.m. to 8:00 a.m. which interferes with neighbors' right to quiet enjoyment of their premises. Any fines imposed on property owner and/or manager by local or state governing bodies for violation of the aforementioned or any other state or local ordinances by Tenant will also be charged to Tenant.

HOLD HARMLESS

Tenant acknowledges and agrees that Manager and Owner does not assume liability nor is responsible for any liability for loss, damage or injury to persons or their personal property while staying at the owners property and/or using owners provided amenities such as pools, spas, bikes, grills, fitness equipment, boat docks, kayaks, etc. Neither does Manager or Owner accept any liability or responsibility for any inconveniences, damage, loss or injury arising from any temporary defects, neighboring construction noise and/or any other source of neighboring noise, outages or stoppages in supply of water, electricity, gas, water heater, cable TV service, cable TV equipment, TV & electronics, internet, internet equipment, internet outages, heating & air conditioning, appliances, BBQ grill, pool/spa to include pool/spa heater, pool/spa pump, any and all related pool/spa equipment, torn or missing pool screens or plumbing, as well as due to weather conditions, natural disasters, acts of God, or other reasons beyond its control.

Tenant further acknowledges and agrees the owner or manager is not liable, responsible, or obligated to compensate tenant for inconveniences and/or losses related to the aforementioned temporary defects, outages or stoppages.

Owner and Manager will not be responsible for lost packages and/or mail, nor packages and mail that do not get forwarded to the rental address.

Tenant acknowledges and agrees that Manager and Owner is not responsible or liable for any furniture, accessories, appliances, kitchen equipment, etc that may have changed in the property compared to the listing photos.

Bikes if provided may be used. Please return bikes clean and use locks if provided to secure bikes. Guests are responsible for any bike damage repairs and/or maintenance. Guests ride at their own risk and hold owner & manager harmless from any injury.

Insects/Pest Control

Tenant acknowledges there are many types of insects and pests in SW Florida to include but not limited to Silverfish, Palmetto Bugs, Roaches, Earwigs, Mosquitos, Noseums, Sand Fleas, Ticks, Sugar Ants, Carpenter Ants, Spiders, Moths, Drain Flies, Gnats & Fruit Flies, Bed Bugs, Millepedes, Crickets, Snakes, Lizards, Iguanas, Mice & Rats.

Tenant acknowledges and agrees that Manager and Owner does not assume any responsibility or liability for any inconvenience or loss due to insects and/or pests in or on the property. Manager or Owner will put forth a diligent effort to schedule a pest control service call when notified of insects or pests, but tenant understands the scheduling of a pest control service appointment is subject to the local pest control service vendors availability.

Tenant further acknowledges and agrees that Manager and Owner are not liable, responsible, or obligated to compensate tenant for any insects or pests found in or on the property, or for inconveniences and/or losses related to insects or pests found in or on the property.

Air Conditioning (AC)

You may find a sign on the A/C unit requesting the temperature not to be set below 74 degrees to prevent the unit from freezing.

In the winter months, when temperatures are not exceeding 80 degrees, the thermostat may be set between 70-72 degrees if preferred.

Common misunderstandings about how the AC works-A lower number on the thermostat does not mean cooler air. Generally speaking, an air conditioning system is designed to accommodate up to an 18-20 degree difference between the outside air and the inside.

SW Florida is a sub-tropical climate with very warm and humid temperatures in the Spring, Summer & Fall months. The outdoor temps can exceed 100 degrees during these months. Therefore, the AC is not likely to cool the inside temps of the property less or much less than a 20 degree difference from the outside temps.

This does not always mean the AC is not working or is defective but rather performing at its manufactured designed potential. Keeping the windows, doors and window coverings closed and running ceiling fans & fans can assist with helping keep the inside property temps as cool as possible.

The property owner and manager and not requesting or suggesting the above thermostat settings to be unreasonable, but rather as a preventative measure and to the rental guests benefit to help avoid the AC from freezing up. When the lower thermostat setting commands the AC to run for longer periods of time to reach a temperature that it will likely not be able to reach, the AC coil will freeze up.

When this happens it can take several hours to a couple of days to thaw the AC coil so the AC can then be serviced and repaired to work again. All the while there will be no AC working in the property.

Refunds or credits will not be made for AC failure resulting in the aforementioned.

POOL, PATIO, Dock & Canal

Tenant hereby acknowledges that the premises they have reserved may include a community or private pool, patio/deck, dock and/or canal and the Tenant agrees and acknowledges that the community or private pool, patio/deck, dock and/or canal can be dangerous areas, that the pool deck/patio and dock can be slippery when wet, and that injury may occur to anyone who is not careful.

With full knowledge of the above facts and warnings, the undersigned Tenant accepts and assumes all risks involved to Tenant and all of Tenant's guests in or related to the use of the community or private pool, patio/deck, dock and/or canal areas to include supervision of all children. **No diving in pool!**

The undersigned Tenant, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges iTrip and Owner and 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 iTrip and Owner free and harmless of any claim or suit arising there from.

Pool Homes: Pools are serviced weekly. The pool vendor policy is **not** to knock on the front door nor engage rental guests and to apply social distancing. They will go directly to the pool upon their arrival to perform the weekly service.

The electric heated pool thermostat settings are established and set by the property owner and their pool service company between 83-86 degrees.

Although the home has a electric heat pump or solar panels, please understand the water temperature is still affected by the outdoor temperature and overall weather conditions and therefore the ability for the heat pump or solar panels to keep up the temperature settings in the cooler winter months.

Solar heated pools-the amount of available sunshine, wind speed, and ambient air temperature all play a role in how efficient a rooftop solar panel pool heater is on any given day.

Damage caused by guest to the pool, spa and/or mechanical's will be charged to the guest account. Any pool technician service calls needed to be placed by owner or management because of guest misuse or operational error will also be charged to the guest account.

Pool is a residential pool and cleaned weekly by owners pool service company. Extra cleaning requests will be charged to guest account.

The pool pump & heater are set to run daily as prescribed by the owners pool service company. Please also do not touch timer settings.

No diving and guests swim at their own risk.

MAINTENANCE/REPAIRS/DAMAGES

Please report any maintenance & repair needs for the premises to the us and we will respond as quickly as possible. **Refunds will not be made for maintenance issues or mechanical failure** including but not limited to any temporary defects, outages or stoppage in supply of water, electricity, gas, Cable TV equipment, Cable TV outages, TV & electronics, internet & internet equipment, internet outages, heating & air conditioning, appliances, BBQ grill, pool/spa to include pool/spa heater, pool/spa pump, any and all related pool/spa equipment, torn or missing pool screens or plumbing, as well as due to weather conditions, natural disasters, acts of God, or other reasons beyond its control.

Tenant further acknowledges and agrees the owner or manager is not liable, responsible, or obligated to compensate tenant for inconveniences and/or losses related to the aforementioned temporary defects, outages or stoppages.

Service calls needed to be placed by owner or management because of guest operational error or misuse will be charged to guest account. Repairs or replacement caused by guest operational error, misuse or damages to owners property to include all interior or exterior furnishings, appliances, TV's and/or owner property, pool, hot tub, pool equipment, boat dockage and/or boat lifts, etc. will be the responsibility of Tenant and charged to Tenant.

LINENS/TOWELS/SUPPLIES

The owners furnish linens and towels. **Any lost or damaged linens and towels will be charged to your account or credit card on file.** An initial supply of toiletry products is provided. Extra items needed are the responsibility of the Tenant. Limited cleaning supplies may be provided. We recommend that you bring any special items that you may need.

Your starter amenity pack includes the following items: 1 roll of paper towel, 1 hospitality size dish soap, 2 rolls of toilet paper per bathroom (1 on the roll + 1 extra), 1 set of hospitality size shampoo & conditioner and 1 bar of soap per bathroom. We do not supply paper goods or bath toiletries for your entire stay.

PARKING

at the premises may be limited. Tenant is responsible to confirm parking accommodations and/or restrictions prior to arrival. No boats, jet skis, trailers or RVs, motorcycles, commercial vehicles, or large trucks.

TELEPHONES

are not provided.

ADDITIONAL TERMS AND CONDITIONS

The undersigned Tenant, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges iTrip and Owner and 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 iTrip and 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 and/or iTrip reserves the right to terminate this Agreement upon their discretion at any time.

CREDIT CARD TERMS & AUTHORIZATION:

I understand and consent to the use of the credit card provided without original signature on the charge slip, I understand that by "clicking" that I have read the terms and conditions of this property, I am bound by this agreement, I have signed "electronically, and this Credit Card Authorization cannot be revoked and will not terminate until 60 days after leased premises are vacated. I further consent to Manager charging my credit card \$250 at the time of my scheduled check-in for charges I may incur during my stay to include but not limited to: unauthorized long distance telephone or pay per view movie charges, soiled bed comforters, damaged linens and towels, excessive cleaning and trash disposal, damages beyond normal wear and tear. Prepaid or preloaded debit and gift cards are NOT an acceptable method of payment for security deposit, or the aforementioned but not limited to damages and expenses. WHEN PAYING WITH CREDIT CARD YOU WILL NEED TO EMAIL OR FAX A CLEAR COPY OF A GOVERNMENT ISSUED ID (VALID DRIVERS LICENSE OR PASSPORT) AND COPY OF THE CREDIT CARD FRONT AND BACK FOR BOOKINGS MADE REQUESTING CHECK WITHIN 5 DAYS OR LESS OF REQUESTED BOOKING DATE.

Please remember that you are renting a private home. Please treat and care for the home with the same respect you would like shown in your own home.