

iTrip Transient Rental Agreement

iTrip Sarasota & Venice / 5774 S Tamiami Trail / Sarasota, FL 34231

Phone: / Fax: (941) 225-2624 / siestakey@itrip.net

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

This Agreement will confirm your rental of Walk to Crescent Beach | Lanai Bay Views | Heated Pool | Unaffected by Hurricane, Ready to book! for _NumNights_ nights as follows:

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

AGREEMENT

iTrip Sarasota & Venice, the Agent of the Owners (who own the property), 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 Walk to Crescent Beach | Lanai Bay Views | Heated Pool | Unaffected by Hurricane, Ready to book! 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.

By signing this agreement you agree that your rental is transient in nature and does not provide you with tenant rights. Leases 6 months or less are considered 'Transient Rentals' and fall under the Florida Division of Hotels. Transient accommodations or "short term rentals" are also subject to Florida Sales and county tourist development taxes which are added as a part of your total payment.

This is the entire Agreement between the parties and there are no oral or written amendments or modifications. All changes must be in writing and signed by the parties. This Agreement shall be governed and construed under the laws of the State of Florida. The agreement assumes that the party making payment and executing this agreement is the person staying at the property and this rental agreement cannot be sublet or reassigned.

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 Central 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.

Your reservation is for 6157 Midnight Pass Rd Unit A-51, Siesta Key, FL 34242.

DEPOSIT

A deposit totaling 35% 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 clearing the bank; if funds are not credited within Ten days booking will be cancelled. The deposit amount is \$_DepositAmount_. If a reservation is made within 30 days of arrival, the entire amount is due to secure your reservation.

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 clearing the bank; 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/security deposit will be refunded within 7 -10 days of checkout pending inspection by cleaning firm.

CANCELLATION POLICY

In the event that you must cancel your reservation, please be aware that there are financial consequences for cancelled reservations. If your reservation includes dates of stay between January 1 and April 15, then your reservation is considered 'high season'. If your reservation does not include dates of stay between January 1 and April 15, then your reservation is considered 'low season'.

For **High Season reservation cancellations**, cancellation requests must be received at least 60 days in advance of your stay for full refund minus a cancellation fee. Cancellation fees is \$250 or 3.5% of any monies already paid by credit card, whichever is greater. In order to offset resulting damages, GUESTS THAT CANCEL WITHIN 60-DAY TIME FRAME WILL NOT RECEIVE A REFUND OF PAYMENTS ALREADY MADE.

For **Low Season reservation cancellations**, cancellation must be received at least 30 days in advance of your stay for a full refund minus a cancellation fee. Cancellation fee is \$250 or 3.5% of any monies already paid by credit card, whichever is greater. GUESTS THAT CANCEL WITHIN 30-DAY TIME FRAME WILL FORFEIT ANY PAYMENTS.

Refunds will be issued only by check for any form of payment if payment was made more than 50 days prior.

There will be no refund for early departure unless authorities enacts a mandatory hurricane evacuation for the location of your reserved property covering dates of your stay. Vacation Insurance is recommended.

Repairs, maintenance and renovations to buildings that are conducted by the Homeowners Associations and by other private owners are out of our control. These processes may involve noise and inconvenience during daylight hours. If we are advised in advance of your arrival that any significant work will be under way, we will advise you. However, in most cases, we are not advised before the work is to begin or how long it will last. Most work in condo buildings is conducted in the off-season, between May 1 and Dec 1, unless required due to an emergency. Refunds will not be made for noise and/or inconvenience caused by building repairs, maintenance and/or renovation work that we do not control.

CREDIT CARDS AND ID

When paying with a credit card, you will need to email, fax or text a clear copy of a government issued ID (valid drivers license or passport) and a copy of your credit card front and back for bookings made requesting check-in within 7 days or less. We reserve the right to meet you at check-in and verify you match the ID provided to provide entry. The guest, credit card and ID must all be the same for bookings made within 7 days. If you fail to provide proof, we may cancel your reservation and refund the card charged with a cancellation charge. This is to protect us and the properties against the use of stolen credit cards. This is not necessary for bookings occurring more than a week in advance.

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

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 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. This is to offset resulting damages to the Owner.

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 which is included in the fees above. Additional cleaning fees will be due in the event that cleaning involves the removal of excessive sand.

UTILITIES

No compensation will be given for temporary outage of electricity, 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. Please note that you may want to bring a calling card for placing long distance phone calls, as these are restricted.

KEYS

You will receive the check-in information from the Property Manager about (1) week before you arrival date.

NONSMOKING UNIT

Smoking is strictly prohibited. Your damage deposit 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 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. Close all blinds in all rooms.
4. The maximum number of occupants shall not exceed 6 people, not including a child in a crib.
5. Furnishings are not to be removed from the premises for use outside or in other properties.
6. "No pets" policy must be observed. Pets are not allowed on premises.
7. Smoking is not allowed in the unit.
8. Reservations are not made by or for a minor, defined as any person under the age of twenty-five (25).
9. All keys are to be returned upon move-out by Tenant. There will be a \$10.00 charge per key if not returned within 2 weeks of check-out date.
10. Tenant and any guest of Tenant shall obey all laws of the state of Florida, as well as local laws, at all times while they are on the premises. Failure to abide by the laws of Florida or the rules in this agreement may cause tenant to be asked to vacate the premises and forfeit all rents and security/damage deposits.
11. Tenant and any guest of Tenant shall obey any HOA regulations including hours for use of community facilities, noise regulations and parking requirements.
12. The guest who has signed this agreement is assumed to be the renter and is expected to be present during the entire course of stay. This lease may not be reassigned or sublet. This includes parents renting a place for children under the age of 25.
13. If guest refuses to depart from the premises on the date and by the time noted on this Agreement, Guest understands that they are then trespassing on private property and can be subject to forceable removal and subsequent arrest. As a transient guest, Guest are not subject to a landlord/tenant agreement nor to any tenant rights.

SLEEPING CAPACITY/DISTURBANCES

Tenant and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit (also referred to as the Damage Deposit) for any of the following: Occupancy exceeding the sleeping capacity of 6 people, 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. No parties are allowed in this property, and any action which interferes with neighbors' right to quite enjoyment of their premises can subject you to eviction.

IDEMNIFY, DEFEND, AND HOLD HARMLESS

iTrip and the Owner, do not assume any liability for loss, damage (to persons or property) or injury to Tenant, or Tenant's guests, family or invitees in or about the property or their personal property. Neither does Owner or SVR accept any liability for any inconveniences, damage, loss or injury arising from any temporary defects or stoppage in supply of 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. Tenant agrees to indemnify, defend and hold harmless the Owner and iTrip Sarasota & Venice for any injuries, liabilities, theft, damage, legal fees, costs, penalties, or expenses whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Tenant use and occupancy of the Premises.

Tenant shall indemnify, defend and hold harmless the Owner and iTrip Sarasota & Venice, its landlord, officers, employees, and agents from any damages (to person or property), liabilities, costs, penalties, legal fees, and expenses suffered by the Tenant or its agents, employees, or invitees or licensees in or about the property arising out of the Tenant's rental and use of the premises, to include any items and/or equipment found on the premises, (including but not limited to bicycles).

POOL & PATIO

Tenant hereby acknowledges that the premises they have reserved includes a community pool and the undersigned agrees and acknowledges that the community pool and patio/deck can be dangerous areas, that the deck/patio 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 pool and patio areas.

No jumping or diving into the pool. Tenant and guests must follow all posted rules.

POOL HEAT IF APPLICABLE

This property offers gas heater service optional for an additional charge located in the property description. The temperature of swimming pools varies and highly depends on the current day and night temperatures and wind. Therefore, we cannot guarantee a particular pool temperature during the time of your stay. The optional pool heater service must be ordered and paid before our service personnel can turn it on. We suggest ordering pool heat a day before you want it. We will do our best to try to accommodate any late order AND the pool may take time to heat.

A pool may take several days to heat up and depends on the ambient temperature, water temperature, wind, rain and size of the pool. During or after periods of cold weather (esp. winter cold front) it may take longer or not really heat up until air gets warmer.

Pools consist of thousands of gallons of water. No commercially available pool heater can heat that much water instantly. Please plan ahead and also understand that pool heaters have limits on capability.

Fees:

- Minimum charge for pool heat is one week.

Disclaimer: No specific pool temperature is guaranteed by this service. We set pool heat between 84 and 86 degrees. During and after winter cold fronts, the heater may struggle or be unable to keep the water at the same temperature until the weather gets warmer. You pay for gas for the pool heater for a minimum of 8 hours to a maximum of 10 hours per day. The pool heater will be off during the night.

Without optional pool heat, pool water temperatures may plummet in December to March, especially during cold periods. The pool heater will help warm up the pool faster when it gets warmer outside, however you should not expect "bathtub temperatures" during or after Florida winter cold fronts.

Disclaimer: We reserve the right to make pool heat unavailable at any time for maintenance or repairs. In case of a technical malfunction, we will refund the pool heat charge for the time the heat service was not available to you. No further credit will be given if pool equipment fails or is unavailable for any reason.

We do not guarantee any specific temperature with pool heat service and no refunds can be provided.

Understanding pool heat:

The pool heater and circulation pump are usually running during daytime hours. Both are typically off at night. No water circulation or a red light at the equipment does NOT indicate any malfunction when the pump is off. Residential pool heaters are NOT run 24/7. Disclaimer: It is your responsibility to keep water level at the correct height between pool service visits. If water level gets too low (due to evaporation between pool service visits) the pool heater will NOT work. During times of low precipitation or when the pool water is heated and higher than ambient temperature, evaporation may lower the water level to a degree where the circulation pump is sucking air. The correct water level is for the water to be halfway up the skimmer inlet (the open square box). Fill with the provided garden hose. Insufficient water levels can damage the pool heater and the pool filter and may cause both to stop working. You can easily notice the noise change for a pool that does not contain sufficient water. The pool heat cannot be set higher than that maximum temperature (86°F) in order to keep chemicals balanced. If you want a "hot" pool use the SPA, as these smaller pieces are equipped for higher temperatures. Swimming pools are NOT intended for higher temperatures. Setting a pool to a higher temperature would trigger additional maintenance (bi-weekly pool service, increase in chemicals usage, increase in electricity) which are NOT included in the pool heat fee.

IT IS VERY IMPORTANT THAT YOU NOT TOUCH ANY OF THE POOL EQUIPMENT. ONLY THE POOL GUY IS ALLOWED TO TOUCH THIS!

Combined a spa/pool:

If you would like to use the spa you will need to order pool heat otherwise, the spa won't heat up. During usage of the spa, the pool will not be heated. Switching between the pool/spa will trigger a protection pause for the heat pump. So using the spa will practically prevent the pool from being heating during that time. Since there is a pool automation system installed the temperature reading on the heat pump itself will not be accurate.

DISCLAIMER: Malfunction of the spa happens from time to time. Optional pool heat service is intended for pool heating, spa heating is just an additional benefit when purchasing pool heat. The spa will NOT be heated if pool heater service is not activated. Malfunction of Spa (Jets, blower etc) does not entitle for a refund For optional pool heater service as long as pool heater was working and available to heat the swimming pool.

Discounts:

Pool heat is a charge for gas usage and depreciation on the pool heater. Therefore, we cannot provide any discount or reductions on pricing for pool heat.

MAINTENANCE

Please report any maintenance needs for the premises to the 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, televisions, and stereos.

LINENS/TOWELS/SUPPLIES/MATTRESSES

The owners furnish linens and towels. Any lost or damaged linens will be deducted from your deposit. An initial supply of paper 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.

Damage to mattresses are not covered under our Limited Damage Waiver. Engage in preventative measures. If you have adults and/or children prone to accidents in your party, ask for an extra waterproof mattress cover in case you need it in the middle of the night. All beds are provided with at least one (1) waterproof mattress cover. Should you stain a mattress, notify us the next business day. We often have same day turnovers and cannot replace a mattress in a matter of hours. If we discover a fresh stain during turnover, there will be an extra charge for rush mattress replacement.

PARKING

at the premises is limited to two cars. No boats, jet skis, trailers or RVs. Only one covered space is allotted. There are additional guest spots available on a first come, first served basis.

TELEPHONES

are not provided.

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 Guests 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 limited to BBQ Grills, Candles, Cigarettes, etc. • Damage to mattresses caused by removal of the waterproof mattress cover.
- 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 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.

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 be 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.

ADDITIONAL TERMS AND CONDITIONS

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

In the event the Owner and/or iTrip Sarasota & Venice, its landlord, officers, employees and/or agents, are required to file any action in court in order to enforce any provisions of the agreement, Tenant agrees to pay the Owner and/or iTrip Sarasota & Venice, its officers, landlord, employees, and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by the Owner and iTrip Sarasota & Venice, including all collection expenses and interest due.

In the event the Owner and/or iTrip Sarasota & Venice, its landlord, officers, employees and/or agents, are required to file any action in court in order to enforce any provisions of the agreement including collection for property damage or delinquent balances, Tenant agrees to pay the Owner and/or iTrip Sarasota & Venice, its officers, landlord, employees, and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by the Owner and/or iTrip Sarasota & Venice, including all collection expenses and interest due.

CREDIT CARD 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 and I have signed "electronically, and that this Credit Card Authorization cannot be revoked and will not terminate until 90 days after leased premises are vacated. Charges may include but not limited to: unauthorized long distance telephone, cable, satellite TV or internet charges, damages beyond normal wear and tear.

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