

iTrip Rental Agreement

iTrip Pigeon Forge & Gatlinburg / 3404 Householder Street / Pigeon Forge, TN 37863

Phone: (865) 366-3200 / Fax: / smokymtns@itrip.net

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

This Agreement will confirm your rental of Smoky's Overlook for _NumNights_ nights as follows:

Check-In: _CheckinDate_ _CheckinTime_

Check-Out: _CheckoutDate_ _CheckoutTime_

Rental: \$ _Rental_

Fees: \$ _Fees_

Taxes: \$ _AreaTax_

Total: \$ _NetAmount_

Refundable Damage Deposit: ... \$ _RefundableSecurityDeposit_

Deposit: \$ _DepositAmount_ (due _DepositDueDate_)

Balance: \$ _BalanceAmount_ (due _BalanceDueDate_)

AGREEMENT:

iTrip Pigeon Forge & Gatlinburg, 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 Smoky's Overlook 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 code will be issued to anyone who is not an adult.

Special Notice:

- **No student groups. No more than 4x minors per adult. Registered guests must be 25 years of age.**
- **Internet: Prime Time Vacation Rentals** is not responsible for internet service interruptions due to local service provider outages / maintenance issues. Should you require internet during your stay, it is recommended that you bring a back up portable hot spot supported by your cell service carrier.

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.

Initial Rental 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, 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. The deposit amount is \$ _DepositAmount_.

Balance:

Balance is due **30 days prior to arrival date**. The balance is due on _BalanceDueDate_. Payment may be made by traveler's checks, bank money order, 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 unless prior arrangements are made. If you have paid your initial deposit with a credit card and that card is on file in our system, Prime Time Vacation Rentals may automatically collect the balance due at the 30 day period. **If you do not want this payment automatically deducted, please let us know that you intend to make the payment yourself on or before the day that it is due.**

DAMAGE DEPOSIT / LDW OPTION:

REFUNDABLE DAMAGE DEPOSIT:

If applicable, will be credited to the last credit card on file within 7-10 days of departure pending inspection by our cleaning firm. If your deposit is being held due to damage or additional cleaning charges you will be notified via email with explanation and dollar amount of charges. **IF DAMAGES EXCEED THE AMOUNT OF DAMAGE DEPOSIT Prime Time Vacation Rentals RESERVES THE RIGHT TO CHARGE THE CREDIT CARD ON FILE.**

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

CANCELLATION POLICY:

Greater than 30 days:

Should you need to cancel your reservation with more than 30 days notice prior to your arrival date, you will be refunded in full.

30 days or less:

Should you need to cancel your reservation with in 30 days or less prior to your arrival date a refund will not be given.

Phone messages are **NOT** sufficient to cancel a reservation. **You can email us at smokymtns@itrip.net, and once we receive your request, your cancellation will be processed.**

Please note if you have trip insurance, it is necessary that you email us at the time of cancellation prior to filing a claim with any trip insurance carrier. Without record of the cancelation in our system, the travel insurance company will void the claim.

******* There will be no refund for early departure due to inclement weather. Vacation Insurance is recommended*******

It is up to the Guest to purchase Travel Insurance coverage. Coverage is available for health and weather related problems from a number of reputable companies including but not limited to www.travelguard.com and www.rentalguardian.com

Please call them directly or order online to purchase coverage in your name.

Substitution Properties:

In the event of unforeseen circumstances, a similar rental will be provided should the original guest rental become unavailable or uninhabitable. Prime Time Vacation Rentals reserves the right to move guests as necessary and or refund the guest for the cost of their rental.

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. PLEASE NOTE: If it is determined that a pet was brought onto the premises at any time during your stay, you will be subject to a fine of up to \$500.

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 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 etc. is provided, but guests will need to provide their own stock of paper items and cleaning supplies to use when the initial stock has been utilized (paper towels, soap/shampoo, extra toilet paper etc).** Additional cleaning fees may apply and are not limited to the following circumstances: linens being damaged or discolored due to guest negligence, proper check out procedures not being followed.

Utilities:

No compensation will be given for temporary outage of electricity, gas, water, cable, internet or telephone service. When and where applicable 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.

Door Codes:

All Units are equipped with keyless entry; you will obtain a numeric key code to access your unit after final payment is made and 48 hours prior to arrival date.

Non Smoking 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).

Owners Closet's:

The Premises may contain a locked "owner's" closet, chest or cabinet for the Owner's personal use and is not part of this rental agreement. If found open upon arrival please notify Prime Time Vacation Rentals immediately.

Homeowners Association Rules:

Guest agrees to abide by any applicable Homeowner Association Rules or Owner's Rules posted in the premises or provided in the check in email.

Sleeping Capacity and Disturbances:

Tenant and all other occupants will be required to vacate the premises and forfeit the rental fee and damage deposit for any of the following: Occupancy exceeding the sleeping capacity, 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 or the Owner, does not assume any liability for loss, damage or injury to persons or their personal property. Neither does owner 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.

Pool and Patio:

Tenant hereby acknowledges that the premises they have reserved may include a community and or private 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.

Hot Tub:

WAIVER OF LIABILITY: You understand use of hot tub is at your own risk and that special risks may be involved in using the hot tub. You accept full responsibility for any bodily injury arising from use of the hot tub and hold owner harmless. You understand there are potential dangers that the hot tub may present to children who are not carefully supervised, as well as the danger to any person using the hot tub, or if a person has health risks, or if a person uses the hot tub while intoxicated or using any kind of drugs or medication, or uses the hot tub if pregnant. You agree to explain the risks of using the hot tub to any guests you may have at the property and to be fully and solely responsible for any accidents your guests may incur. You understand the risks discussed above and agree that you will assume all responsibility for yourself and your guest for the consequences of those risks. You agree to waive any claim whatsoever against property owner, the management company including any of its employees, affiliates, contractors or family, for accidents or claims arising from your guests' use of hot tub.

Maintenance, Concerns or Issues Upon Arrival:

Please report any needs, emergency or non-emergency 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, televisions, and stereos. Refunds will not be made for any concerns or issues after departure.**

Emergency Contact Information:

For emergency maintenance issues or to report any problems upon arrival to the unit, please call/text us at 865-366-3200 - We will be notified and respond as soon as possible.

Linens and Towels:

The owners furnish linens and towels. Any lost or damaged linens will be deducted from your deposit or charged to the credit card on file. **Extra items needed are the responsibility of the Tenant.** We recommend that you bring any special items that you may need including pool towels.

Parking:

Trailers or RVs must be pre-approved.

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.
2. All garbage removed from the premises and placed in outside receptacles.
3. Please make sure all dirty dishes are either cleaned and returned to cabinet or in dishwasher being washed prior to departure.
4. Close all blinds in all rooms.
5. Please replace cover on Hot Tub when not in use, or upon departure.
6. Maximum number of occupants as listed in the description for the unit shall not be exceeded, not including a child in a crib.
7. Furnishings are not to be removed from the premises for use outside or in other properties.
8. "No pets" policy must be observed. Pets are not allowed on premises. **PLEASE NOTE:** If it is determined that a pet was brought onto the premises at any time during your stay, you will be subject to a fine of up to \$500.
9. Smoking is not allowed in the unit.
10. **Reservations are not made by or for a minor, defined as any person under the age of twenty-five (25)** . No more than 4x Minors per adult.
11. Tenant and any guest of Tenant shall obey all laws of the state of Tennessee, as well as local laws, at all times while they are on the premises. Failure to abide by the laws of Tennessee or the above rules may cause tenant to be asked to vacate the premises and forfeit all rents and security/damage deposits.

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.

The undersigned Tenant agrees to SMS communication via our local phone number.

CANCELLATION POLICY:

Greater than 30 days:

Should you need to cancel your reservation with more than 30 days notice prior to your arrival date, you will be refunded in full.

30 days or less:

Should you need to cancel your reservation with in 30 days or less prior to your arrival date a refund will not be given.

Phone messages are **NOT** sufficient to cancel a reservation. **You can email us at smokymtns@itrip.net, and once we receive your request, your cancellation will be processed.**

Please note if you have trip insurance, it is necessary that you email us at the time of cancellation prior to filing a claim with any trip insurance carrier. Without record of the cancelation in our system, the travel insurance company will void the claim.

***** There will be **no refund** for early departure due to inclement weather. Vacation Insurance is recommended:*****

It is up to the Guest to purchase Travel Insurance coverage. Coverage is available for health and weather related problems from a number of reputable companies including but not limited to www.travelguard.com and www.rentalguardian.com

Please call them directly or order online to purchase coverage in your name.

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

The undersigned agrees to pay all collection costs, court costs, and legal fees incurred to collect delinquent balances from the rental or damage done to the property.