

NaplesTrip Rental Agreement

iTrip Naples Vacation Rentals LLC / 4960 Traynor Ct. / Naples, FL 34112

Phone: (239) 219-9999 / Fax: (239) 304-8471 / naples@itrip.net

Tenant: _TenantName_ Phone: _TenantPhone_ Email: _TenantEmail_

Address: _TenantStreet_ _TenantCity_ _TenantState_ _TenantPostal_

This Agreement will confirm your rental of Newly furnished Briarwood pool home w/incredible game room & private outdoor entertaining space! 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_)

**Fees include processing/reservation fees, pool heating fees (if purchased), pet fees (if purchased), CSA Travel Insurance (if purchased), Limited Damage Waiver (if purchased), a one-time cleaning fee and Home Owner's Association (HOA) application fee.

After booking tenant will be required to complete Briarwood Property Homeowner's association (BPOA) application for lease and tenant approval.

AGREEMENT

Naples 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 Newly furnished Briarwood pool home w/incredible game room & private outdoor entertaining space! 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.

RESERVATIONS

may be placed up to one (1) 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 deposit of 35%% of the agreed Total amount is due with acceptance of rental agreement including refundable damage deposit. 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, certified check or major credit card. Personal checks will be accepted upon approval; if funds are not credited within seven (7) days booking will be cancelled. The deposit amount is \$ _DepositAmount_.

BALANCE

Balance is due 90 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, 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 seven (7) days booking will be cancelled. If booking is cancelled within required timeframe, deposits will be refunded less a \$200.00 administrative fee, processing/reservation fees and any payment made to Homeowner's association . Damage 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 cancellations must occur at least 90 days prior to arrival date. If cancellation occurs 90 days or more prior to arrival date all monies will be refunded with the exception of a \$200.00 administrative fee, processing/reservation fees and payment made to Homeowner's association. NO REFUNDS WILL BE GIVEN TO GUESTS THAT CANCEL LESS THAN 90 DAYS BEFORE ARRIVAL DATE. There will be no refund for early departure unless authorities request mandatory hurricane evacuation. Travel Insurance is recommended.

HAZARDOUS PRACTICES

No open flames i.e. 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.

PETS

One (1) Dog may be allowed, but must be specially pre-approved by Owner. If approved, there will a pet fee of \$10/day and additional \$500.00 refundable security deposit. If evidence of a dog is found in the unit or on the premises that is not pre-approved by Owner you will be asked to vacate immediately with no refund of rent or damage deposit.

The following breeds are NOT permitted: Akita, Doberman, German Sheppard, Bit Bull, Rottweiler, Pit Bull Mix or Rottweiler mix breed of dog.

Dog shall be leashed while outdoors, and contained within the residence and shall not be permitted to roam freeling on the grounds of Briarwood.

Dog may not be left unattended on porch, lanai, patio, or common area, outside or in garages. Dog should not be left in the home for long periods of time. A dog kennel/cage is recommended when the dog is left alone in the residence for any period of time.

Dog owner is responsible for the conduct and the clean-up after their dog.

No reptile, amphibian, poultry, cat or livestock may be kept in the residence.

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, and soap is provided. There is a \$ _CleaningFee_ one time cleaning fee. Additional cleaning fees will be due in the event that cleaning involves the removal of excessive sand, more than one days of laundry at end of stay and trash rules not followed..

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 obtain your unit entry instructions (i.e. keys/lock codes) at least three days prior to check-in.

NONSMOKING UNIT

Smoking is strictly prohibited in the unit and on the lanai/patio. 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.
2. Beds should be stripped of linens and placed in a pile in each bedroom for housekeeping at the end of stay.
3. 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.
4. Close all blinds in all rooms.
5. The maximum number of occupants shall not exceed the posted amount, not including a child in a crib.
6. Furnishings are not to be removed from the premises for use outside or in other properties.
7. Dogs may be allowed, but must be approved in advance by Owner.
8. Smoking is not allowed in the unit and on the lanai/patio.
9. Reservations are not made by or for a minor, defined as any person under the age of twenty-five (25).
10. Garage remote to be left in property (on kitchen table) upon departure of Tenant. There will be a \$150.00 charge per remote not left in unit after you depart.
11. 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 above rules may cause tenant to be asked to vacate the premises and forfeit all rents and security/damage deposits.

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 maximum amount posted, 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. Tenant assumes all risk and liabilities associated with use of owner's bicycles.

POOL & LANAI

Tenant hereby acknowledges that the premises they have reserved includes a private pool within the lanai area and that there is a community pool in the neighborhood. 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, as well as private pool and patio areas.

There is an optional pool heating fee of \$17.00/day. Not following pool instructions are subject to penalties.

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, televisions, and stereos.

LINENS/TOWELS/SUPPLIES

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.

PARKING

Parking at the premises is limited to resident garage spaces with additional guest parking in driveway available. No motor homes, campers, boats, jet skis, motorcycles, certain trucks, utility vehicles, trailers or RVs are allowed on property unless specially approved by Owner.

TELEPHONES

Telephones are available in unit with local service included in the price. Any long distance calls or additional charges to telephone service will be paid by tenant.

ReferrerListingUrl

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 \$3,750.00 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 \$3,750.00 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:** \$150.00 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 \$3,750.00 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

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 attorney's fees and costs. Agent of Owner reserves the right to terminate this Agreement upon their discretion at any time.

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.