

**Delaware Vacation Property Management, LLC Rental Agreement**

**3406 Janelle Dr. / Baltimore, MD 21208**

**Phone: (443) 386-1351 / jeremy@itrip.net**

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

This Agreement will confirm your rental of 30399 Pavilion Dr #1301, Ocean View, DE 19970 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**

Delaware Vacation Property Management LLC, the Agent of the Owners, and Tenant agree as follows: Above Tenant is at least twenty-five (25) years of age (an "adult") and will be an occupant of the unit First Floor Contemporary with Top Bay View, Pool, Tennis & Free Activities Including Golf and More. 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**

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 deposit totaling 50% of the agreed upon Total Amount is due with acceptance of rental agreement. Payment of deposit shall be deemed as acceptance of this rental agreement. Payment may be made by traveler's checks, bank money order, wire transfer, or certified check or major credit card. Personal checks will be accepted upon approval; if funds are not credited within Ten (10) days, the booking will be cancelled. The deposit amount is \$ \_DepositAmount\_.

**BALANCE**

Balance is due 60 days prior to arrival date and includes a refundable damage deposit. The balance is due on \_BalanceDueDate\_. Payment may be made by traveler's checks or certified check or major credit card. Personal checks will be accepted upon approval; if funds are not credited within seven (7) days, the booking will be cancelled.

**LIMITED DAMAGE WAIVER PROGRAM**

- 1. **Terms of Waiver:** As an enrolled, Covered Guest, staying at an iTrip Franchisee property, under this plan, you will not be obligated to pay for Covered Damage (defined below) to real or personal property of the owner of the rental unit located within the rental unit occupied by the Covered Guest. When the Covered Guest purchases this plan, the property manager waives the right to charge the Covered Guest for Covered Damage to the unit as a result of your inadvertent acts or omissions during the duration of the Stay. Maximum limit of this waiver of liability is \$1,475.00 aggregate per stay.
- 2. **Conditions:** The Limited Damage Waiver Program has certain conditions. Covered Damage does not include, and the Covered Guest remains liable for, the following:
  - Damages caused by Intentional Acts of a Covered Guest
  - Damages caused by gross negligence or willful and wanton conduct.
  - Any damage that the Covered Guest does not report to iTrip staff in writing by the time the Covered Guest checks out of the unit.
  - Damage from theft without a valid police report.
  - Damage caused by any pet or other animals brought onto the premises by any Guests, whether or not the property is "pet friendly".
  - Damage or loss of any property owned by or brought onto the premises by a

Covered 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 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**

In the event that you must cancel your reservation, please be aware that cancellations must occur at least 60 days prior to arrival date. If cancellation occurs 60 days or more prior to arrival date all monies will be refunded with the exception of a \$100.00 administrative fee. GUESTS THAT DO NOT CANCEL WITHIN THE 60-DAY TIME FRAME WILL FORFEIT ALL MONIES PAID unless the property is rebooked. Any discount required in the new rent will be deducted from funds being returned. **There will be NO refund for early departure for any reason including government mandated evacuation. Comprehensive CSA Vacation/Travel Insurance is recommended and is offered by your iTrip Manager.**

### **HAZARDOUS PRACTICES**

No barbecue 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.

### **PETS**

Pets are not allowed on premises.

### **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 Delaware Statute 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, towels, bathmats and paper goods are not 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 or other damages strictly at the manager's discretion. Tenants must report any cleaning issues within the first 24 hours of tenancy. Otherwise, cleaning issues will be assumed to be those of the tenant.

## **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. If a barbecue is provided, propane for the grill is provided as a courtesy only. Guests are responsible for exchanging the propane tank when it is empty but will be reimbursed for the expense. Tank exchange is available nearby.

## **KEYS**

Instructions to obtain your key code is provided when the balance is paid. There is a digital lock at the home. No offices, deadlines or lines.

## **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. Bed coverings, if provided, must be replaced as found.
2. All pots, pans, dishes, flatwear, etc. are to be washed and put away. All garbage must be removed from the premises and placed in outside receptacles.
3. Close all blinds in all rooms.
4. The maximum number of occupants shall not exceed 10 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. Any indoor furnishings moved around, must be returned to their original position.
6. Smoking is not allowed in the unit.
7. Reservations are not made by or for a minor, defined as any person under the age of twenty-five (25).
8. Tenant and any guest of Tenant shall obey all laws of the state of Delaware, as well as local and community association laws, at all times while they are on the premises. Failure to abide by the laws of Delaware or the above rules may cause tenant to be asked to vacate the premises and forfeit all rents and security/damage deposits.

## **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 6 people (including infants or other children in cribs), 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, RECEPTIONS or other gatherings with additional guests is allowed without prior WRITTEN consent and is cause for immediate eviction without refund.

## **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.

## **PATIOS & KAYAKS**

Tenant hereby acknowledges that the premises they have reserved may include wooden patios/decks, kayaks and life jackets which can be dangerous or slippery areas when wet and that injury or splinters may occur to anyone who uses them. 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 deck/patio areas, kayaks and life jackets.

## **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. Tenant must inspect the unit upon arrival and report any maintenance issues or significant cleaning or damages within 24 hours. Issues reported after this period may be assumed to be those of the current occupants.

## **LINENS/TOWELS/SUPPLIES**

The owners do not furnish linens and towels. We recommend Gale Force Rentals for all your beach needs <https://www.bethanyandresortrental.com/>. All paper and plastic 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 & AMENITY PASSES**

Parking at Sea Colony homes is limited to two vehicles in dedicated spots for the home. Parking and Amenity passes must be purchased at Resort Quest Market Place at Sea Colony located in the strip mall at the front entrance of Sea Colony off Rt 1. 302 539 6961. <https://goo.gl/maps/8iipAKfGuFk>.

## **TELEPHONES**

Telephones, if provided are not for guest's use.

## **ADDITIONAL TERMS AND CONDITIONS**

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

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