

iTrip Vacations Rental Agreement

**iTrip Florida First Coast / 115 W 2nd Street Apt #5 / Jacksonville, FL
32206**

Phone: (904) 900-0666 / Fax: (904) 900-0666 / sue@itrip.net

**Tenant: TenantName Phone: TenantPhone Email: TenantEmail
Address: TenantStreet TenantCity, TenantState TenantPostal**

**This Agreement will confirm your rental of Oak Street Refuge #4 |Main Floor Apt |SMART TV
|Small Dog Friendly |Walkable |Seasonal Town Pool for NumNights nights as follows:**

**Check-In: CheckinDate CheckinTime
Check-Out: CheckoutDate CheckoutTime
Rental: \$ Rental
Fees: \$ Fees
Taxes: \$ AreaTax
Total: \$ TotalAmount
Security Deposit: ... \$ RefundableSecurityDeposit
Deposit: \$ DepositAmount (due DepositDueDate)
Balance: \$ BalanceAmount (due BalanceDueDate)**

AGREEMENT

Florida's First Coast Vacations, LLC., as owners & operators of iTrip Vacations Florida's First Coast and the agent (the "Agent") of the owners of the rental unit located at 806 Oak St #4, Green Cove Springs, FL 32043: Above Tenant is at least twenty-five (25) years of age (an "adult") and will be an occupant of the unit Oak Street Refuge #4 |Main Floor Apt |SMART TV |Small Dog Friendly |Walkable |Seasonal Town Pool 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 completing this reservation, you are agreeing to these terms & conditions as noted. Completing your reservation is your agreement to receive any/all communications via email, phone or text message. You agree 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 applicable Florida Sales and County tourist development taxes which are added as a part of your total payment. Should the laws change regarding applicable taxes, we will adjust your reservation accordingly. This may include an additional charge should tax rates be increased or a

refund if tax rates are decreased.

RESERVATIONS

May be placed up to one (1) year in advance (365 days), 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 24 hours. If a signed Rental Agreement and payment are not received within a 24-hour period from the date the reservation is made, the reservation will be cancelled.

ARRIVAL & DEPARTURE

Guest Arrival is anytime 4pm EST or after. If the property is approved for early arrival, you will receive a message letting you know you can arrive early and we will activate the door code. If you do not receive a message, then the arrival will remain at 4pm EST.

Guest Departure is anytime 10am EST or before. If you have not departed by this time and do not have written prior approval for a late departure, you will be assessed a \$50 late departure fee for every 30 minute delay. The Cleaning Services we use schedule their teams for multiple cleans in advance and any unplanned delays create issues. With unscheduled/unapproved late departures, they are required to bring in additional team members to assist, which incurs a higher cost that must be charged. Any requests made for a late departure must be made a minimum of 24 hours in advance of departure time and are subject to approval/availability.

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. The deposit amount is \$DepositAmount.

BALANCE

Balance is due 30 days prior to arrival date and may include a refundable damage deposit. The balance is due on BalanceDueDate. Payment may be made by major credit card. 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 **30** days prior to arrival date. If cancellation occurs 30 days or more prior to arrival date all monies will be refunded with the exception of a **\$50.00** administrative fee and credit card processing fee. **GUESTS THAT DO NOT CANCEL MORE THAN 30 DAYS PRIOR TO THE CHECK IN DATE WILL BE CHARGED THE FULL RENTAL AMOUNT (INCLUDING FEES)**. Cancellation or other changes to your reservation must be made in writing and will be responded to in writing; verbal changes will not be accepted. There will be no refund for early departure. Vacation Insurance is recommended. Refunds are NOT given for inclement weather, hurricane evacuations (whether mandatory or otherwise),

restricted access to resort or areas east of the intra coastal waterway, earthquakes, road or airport closings or late arrivals. ("Events"). We strongly recommend that you **purchase travel insurance** and by proceeding with the reservation without buying insurance you specifically acknowledge that this is a rental property and it is not a hotel and that further you agree to pay all rental amounts due in the event of such an Event occurring.

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 rental property or any amenities or common areas will not become exposed to COVID-19 while in the property 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 vacation rental property 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 property owner and all directors, officers, employees, agents or other representatives of the property manager and/or property owner (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 in this vacation rental property. (I further promise not to sue the property manager, the property owner or any of the representatives.)

ALL PERSONS MUST ABIDE BY THE CENTER 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 property and take steps as recommended by the CDC for minimizing the exposure of other persons to possible contagion.

HAZARDOUS PRACTICES

No barbeque grills of any kind are permitted on balconies or inside the property. No open flames (ie. Candle burning) is permitted on balconies or in the property, this includes incense burning as well. No fireworks of any kind, including sparklers. 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 there is a firepit, it is NOT to be moved from

the location it has been placed in. Use is at your own risk. Any damage to landscaping or surrounding area will be at the expense of the guest.

Bathroom Exhaust Fans are to be utilized while the bathroom is being used. Improper use of the fans, failure to turn them off and leave them run indefinitely may cause them to overheat and can cause a fire. Any damages caused by improper use are the responsibility of the guests and no refunds are given.

PETS POLICY

Unless the rented property is advertised as pet friendly and Tenant contacted the Agent about a pet in advance of their arrival date, then absolutely no pets are allowed. If evidence of a pet(s) is found in the unit or on the premises, then the Tenant and all guests will be asked to vacate immediately with no refund of rent or damage deposit. Pets on the property subject the Tenant to a \$500 fine (pre-approved service dogs are accepted). Pet fee is per pet.

If the property is advertised as pet friendly, then the following provisions apply:

- We allow up to 2 small/medium dogs; unless the property listing indicates only 1 small dog is allowed.
- All pets must be up to date on rabies and other vaccinations. (documentation from an accredited veterinarian must be provided by Guest upon request.)
- All pets must be treated with a flea and tick repellent three days prior to arrival.
- Guests are responsible for cleaning up all pet waste and disposing of it in a proper trash bin outside of the property in the bins in the yard.
- Pets must not be allowed onto the furniture or on the beds at any time.
- Pets must not damage, chew or relieve themselves inside the property.
- Pets must not be left unattended for any undue length of time.
- Guest must observe all local rules, regulations and ordinances regarding pets at all times.
- Agent reserves the right to not permit any dog at any time.

If pets cause any damage, or the property requires additional cleaning the guest will be charged the cost of any repairs or clean up. If a security deposit has been paid it will be deducted. If there is no security deposit, then the guest authorizes their credit card to be charged directly for the repair or cleanup cost.

Homeowner and Agent assume no responsibility for any illness or injury that may occur to pets or humans while on the premises. Homeowner and Agent assume no responsibility for the behavior of the pet(s); that responsibility is the Tenant owner.

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.

GROUP SIZE

The maximum number of occupants allowed per property is listed in the property description. Maximum capacity applies to any given time, such as during a gathering of people at the property that includes guests that are not staying overnight. There are no exceptions. In the event that the maximum capacity has been exceeded, occupancy may be terminated without a refund. Parties or events are prohibited as noted in the listing.

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 cleaning service**. Nevertheless, if you desire additional cleaning service, then notify iTrip Florida's First Coast Vacations and such service can be provided at a daily fee. 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 removal of excessive trash, not following the departure instructions, not removing left over food items, excessive sand or wear on the property at \$50 per hour. The property is to be returned to the condition it was in upon arrival. Failure to follow departure instructions will also result in an additional charge for completion.

UTILITIES

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

KEYS

Arrangements will be made in advance for transfer of property keys or key codes on day of check-in. If the property is equipped with an electronic keyless entry unit, then you will receive the password and operation instructions prior to your arrival.

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. Or you will be billed a \$500 penalty for violating the Smoking Policy. Smoking would include all forms of tobacco, cigarettes, pipes, cigars, e-cigarettes, vaping, etc.

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. Linens are to remain on the beds and towels placed in a pile on the bathroom floor for housekeeping.
2. All dishes are to be washed and all garbage removed from the premises and placed in outside receptacles. Remaining food in the refrigerator should be disposed of or removed. Please place trash bins in front of house for pickup.

3. The maximum number of occupants shall not exceed 6 people, not including a child in a crib.
4. Furnishings are not to be removed from the premises for use outside or in other properties.
5. Smoking is not allowed in the unit and other areas as noted in the individual property listing. Be sure to adhere to these requirements for you as well as your guests.
6. Reservations are not made by or for a minor, defined as any person under the age of twenty-five (25).
7. 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 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.**

These properties are monitored by the Noise-Aware System, Minut Noise Monitoring or both for verification of an issue. Parties are not allowed and if found, will be required to depart the premises and a **\$500 penalty**. This includes family gatherings. Property occupancy shall not exceed the maximum # of persons allowed to sleep on property.

HOLD HARMLESS

None of iTrip Vacations, Florida's First Coast Vacations LLC, or the Owner of the premises assume any liability for (i) loss, damage or injury to persons or their personal property that occurs during their stay on the premises; (ii) any inconveniences, damage, loss or injury arising from any temporary defects or stoppage in supply of water, gas, cable service, electricity or plumbing or (iii) any inconveniences, damage, loss or injury arising from or due to weather conditions, natural disasters, acts of God or other reasons beyond their control. This includes the use of any amenities that could include, hot tub, pool, bicycles, wagon, games, BBQ, appliances, fire pit, rubber boat, life vests, Level 2 EV Charger, etc.

POOL, PATIO, BBQ, COMMON AREA, PACK N' PLAY, BICYCLES, WAGON, BEACH GEAR, OUTDOOR FURNITURE, Fire Pit, Kayak, Canoe, etc.

Tenant hereby acknowledges that the premises they have reserved may include a community pool (depending on the property) 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 where applicable. This is also applicable to the use of any amenities et al; patio, bbq, meat smoker, fire pit, outdoor furniture & appliances, kids pack n' play, bicycles, wagons, boogie boards, beach chairs, rubber boat, life vests, dart game, corn hole game, Level 2 EV Charger, Kayak's, Canoe's, Rafts, Surfboard, etc.

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/FURNITURE

The owners furnish linens and towels and beach towels where applicable. Any lost or damaged linens will be deducted from your deposit or billed to you at a cost of \$50. 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. There is a \$50 fee to restage the house if furniture is moved around and not returned to its original place.

PARKING

At the premises is based upon the regulations of the City of Jacksonville, Jacksonville Beach, Fernandina Beach, Amelia Island, Atlantic Beach, Neptune Beach, Green Cove Springs, Middleburg, Orange Park. Off-street parking is no more than 1 vehicle per bedroom. Should On-street parking be allowed by the City, then there are no restrictions. No boats, jet-ski's, trailer or RV's are allowed without prior permission of Agent.

All vehicles are parked at the risk of the owner, or individual who has signed the vehicle rental agreement. iTrip Vacations, Florida's First Coast Vacations, LLC or the Property Owner shall not assume liability or responsibility for any vehicle, occupants, or contents while operated or parked on the property. If a vehicle is left on the property after the guest checks out without the written consent of iTrip Vacations, we reserve the right to have the vehicle towed at the owner's expense. No vehicle repairs are to be performed on the property.

LOST & FOUND

Agent is not responsible and assumes no liability for lost, misplaced, stolen or damaged valuables or belongings. If you discover that you have left behind something of value to you, please test us immediately (904) 900-0666 and we will try to assist you in locating the lost item.

Agent is not responsible for any item left behind by a guest. However, any item, with the exception of perishable items, left behind by our guests and found after departure by Housekeeping will be collected, logged in, and kept in a secure location for collection by the owner for up to fourteen (14) days. For security and privacy reasons we do not notify a guest that an item has been found. Perishable items, underwear, other hazards to health and safety and miscellaneous toiletries are discarded.

We would be happy to return your lost item(s) to you by United States Postal Service or UPS delivery with tracking information. Your credit card will be charged packaging and postage, plus a \$10 handling fee. iTrip is not responsible for any item lost or misdirected during shipment by the United States Postal Service or UPS.

Lost & Found items are held for fourteen (14) days, after this holding period, the unclaimed item(s) are thrown away, given to local organizations, or disposed of accordingly by agent.

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 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

LIMITED DAMAGE WAIVER **NOT INCLUSIVE

The limited damage waiver does not include coverage for damage to the rubber raft, oars, life vests, bicycles, boogie boards, surf boards, beach gear, beach umbrellas, Level 2 EV Charger, video games, outdoor umbrellas, firepits, area landscaping if the firepit is moved or hot tub that are made available for guest use. These items are inspected prior to tenant arrival and again upon tenant departure. Any damage to these items will result in an additional fee for repair/replacement paid for by the tenant. Tenant agrees to these terms upon acceptance of the booking/completion of the reservation and payment for reservation completed.

FIREARMS & WEAPONS

The safety and security of our guests and staff is extremely important to us. Our Firearms and Weapons Policy is designed for the protection of our guests, vendors, staff, and owners, and pertains to the presence of firearms and weapons on the premises. Agent recognizes that guests and vendors may legally possess firearms or weapons for a variety of legitimate purposes. This policy has been developed to create a safe environment by providing appropriate guidance over the custody of firearms and weapons on our premises. All of iTrip Vacations homes are private property. Guests, who are lawfully permitted to possess a firearm or weapon, may bring such onto our premises for **storage purposes only**, with the understanding that they are personally responsible for the following:

- Guests must abide by all Federal, State and local laws.
- Firearm and weapons must be appropriately registered.
- Firearms must be **unloaded**
- **No cleaning** of firearms is permitted on the premises.
- Firearms and weapons must be safeguarded and secured in either a locked, hard sided firearm container or a soft gun case provided by the guest, at all times and clearly labeled with their name and contact information.

Guests and vendors who fail to abide by our policy may be asked to leave the property, are subject to trespass and may be subject to further legal action. Exempted from this policy are law enforcement officers and designated military personnel who are on-duty and required to carry firearms in the performance of their duties. No exemption to this policy is allowed for private persons, even those licensed and permitted to carry a firearm openly or concealed under local, state, or federal law, are exempt from this policy. It is our policy to promptly turn over any firearms left on the property to the local Sheriff's Office of the Police. We do not ship firearms or weapons.

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. 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. No parties, events or performing artists or bands are allowed. These are cause for eviction with no refund and may damage our ability to offer the property for future guests exposing you to liability and damages. Please treat it with the same respect you would like shown in your own home. We look forward to hosting you during your stay on our fabulous Florida's First Coast!