

iTrip Rental Agreement

iTrip Vacations St. Augustine / 2220 County Rd 210 Suite 108, Box 116 #108 / St Johns, FL 32259

Phone: (904) 824-9974 / staugustine@itrip.net

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

This iTrip Rental Agreement (the "Agreement") is made and entered this day (the "Effective Date") by and between First Cost Vacation Rentals LLC (iTrip Vacations St. Augustine), a member of iTrip, including its successors or assigns (collectively, ("ISA") and _TenantName_ (collectively, "Renter"). ISA and Renter shall each be a "Party" or collectively the "Parties".

This Agreement will confirm your rental of Windswept Beach House 5467 1st Street St. Augustine FL 32080 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

iTrip Vacations St. Augustine, renter confirms that he is at least twenty-five (25) years of age and will be an occupant of the Premises during the entire reserved dates. In addition to Renter, other authorized occupants may be family members or friends of Renter (collectively "Guests") as long as (i) each Guest agrees to abide by all terms of this Agreement and (ii) Renter acknowledges that he will be fully responsible for any Damages, as defined below, for any such Guest. Use of the Premises will be denied to any other person(s) and, should any unauthorized persons occupy or use the Premises, Renter shall vacate the premises immediately without any refund. Key(s) will only be issued to Renter or his duly identified and authorized agent, but in no event to anyone less than eighteen (18) years of age.

CANCELLATION POLICY

Renter acknowledges that notice of any cancellation in the above reservation for iTrip direct bookings must occur in writing and at least 45 days prior to arrival date. For VRBO bookings, notice of any cancellation in the above reservation must occur in writing according to the terms stated on the VRBO listing. Such written cancellation requests must be provided via the messaging system of the booking channel partner, or via the email address staugustine@itrip.net. Monies will be refunded in accordance with the corresponding cancellation policy as given above or on the channel partner site, with the exception of bookings of 28 days or more. For bookings 28 days or more in length, a \$500 cancellation fee applies. GUESTS THAT DO NOT PROVIDE WRITTEN NOTICE 45-DAYS PRIOR TO ARRIVAL DATE WILL BE CHARGED THE FULL AMOUNT OUTLINED ABOVE. There will be no refund for early departure unless authorities request mandatory hurricane evacuation. Vacation Insurance is recommended. For Airbnb bookings, the applicable Airbnb cancellation policy will

apply.

NO PETS ALLOWED (unless specified in listing)

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 except for those properties which are specifically allow pet(s) on the listing. All pets must be approved prior to check in and a pet surcharge will apply. If pets are permitted they cannot be left unattended in the property unless left in kennel. Renter acknowledges that he is responsible for all Damages attributable to any pet.

RESERVATIONS

Reservations may be placed up to one (1) year 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 p.m.

DEPOSIT

A deposit totaling 35% of the agreed Total Rental Amount is due upon execution of this Agreement. Payment of deposit shall be deemed as acceptance of this 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; however, if funds are not credited within ten (10) days booking will be cancelled. The deposit amount is \$_DepositAmount_.

BALANCE

Balance is due forty-five (45) 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; however, if Renter's Balance is still unpaid 24 hours from the balance due date, the card on file will be charged in full. If no card is on file then payment must be made within seven days or the booking will be cancelled and the appropriate Administrative Fee will apply. Damage deposit will be refunded within 7 -10 days of checkout pending inspection by cleaning firm. A credit card must be maintained on file during the period of the reservation or the reservation will be subject to cancellation.

HAZARDOUS PRACTICES

Any product or activity that is reasonably likely to cause Damage to person or property is specifically banned. By way of example but not to narrow the preceding the following are specifically prohibited on the Premises: (i) use of any barbeque grills (ii) . Open flames of any kind, including burning candles, and (iii) dismantling smoke detectors as they are there for your protection. Use the overhead stove fan when cooking to avoid accidental, activation of smoke detector alarm.

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. ISA requires at least one member of the party to be 25 (twenty-five) years of age! Any violators will be evicted as a direct breach of this Agreement and will result in forfeiture of all monies. Any gathering of ten (10) or more persons on the Premises are prohibited unless approved in writing in advance by ISA. Storage of commercial equipment is also prohibited unless approved in writing in advance by ISA.

FALSIFIED RESERVATION

Any reservation obtained through material false information or pretense will be subject to cancellation and forfeiture of reservation deposit, damage deposit, and/or Balance of rental payment.

HOUSEKEEPING

There is **no daily maid service**. Linens and towels are provided but cannot be removed from the Premises. 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 the unit is left in a condition that requires extra cleaning. Trash collection instructions are provided in the check in- instructions.

UTILITIES

No compensation will be given for temporary outage of electricity, gas, water, cable, or telephone service. Renter shall report any outage immediately and all reasonable efforts will be made to have utilities restored as soon as possible under the circumstances.

NONSMOKING UNIT

Smoking and vaping is strictly prohibited. Your damage deposit will be forfeited and you will incur an additional cleaning charge to include, at minimum, carpet cleaning and deodorizing if any evidence of smoking or vaping is found.

ENTRY BY OWNER

ISA, Owner or Owner's other agent(s) may enter the Premises under the following circumstances: in case of an emergency; to make any necessary or agreed upon repairs, alterations, County/State required inspections or improvements; supply necessary or agreed upon services or show the premises to prospective purchasers, renters or contractors. Except in the case of emergency, any entry will (i) occur only after twenty-four (24) hours notice and (ii) provide as little inconvenience to Renter as possible under the circumstances.

ADDITIONAL RULES AND REGULATIONS

1. Renter agrees to leave the premises and its contents in the same condition, neat and tidy, as Renter found the premises to be upon move-in, normal wear and tear excepted. 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 listed occupancy, 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 if not allowed by property listing. Pets are not allowed on premises.
7. Smoking is not allowed in the unit.
8. If applicable, bunk beds have a weight limit of 100 pounds per bed.
9. Reservations cannot be made by or for a minor, defined as any person under the age of twenty-five (25).
10. All keys, access card or parking passes are to be returned upon move-out by Renter. There will be a \$50.00 charge per item if not returned at within two (2) weeks of check-out date.
11. Renter and any guest of Renter shall obey all federal, state and local laws, regulations and enactments (collectively, "Laws") at all times while they are on the Premises. Failure to abide by such Laws or this Agreement may cause Renter to be asked to vacate the premises and forfeit all rents and security/damage deposits.
12. 904-824-9974 is the 24/7 property management number to call for any issues with the property.

SLEEPING CAPACITY/DISTURBANCES

Renter 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 9 people, using the premises for any illegal activity, causing damage to the premises rented or to any of the neighboring properties and allowing unauthorized pets in the property any other acts which interferes with neighbors' right to quiet enjoyment of their premises. Renter agrees to comply with Section 2.02.04.B.19, St. Johns County Noise Ordinance (Ord. 2015-19) as well as City of St Augustine and City of St Augustine Beach, ordinances whichever is applicable.. Noise levels may be monitored to ensure compliance.

HOLD HARMLESS

Renter and Guests willingly occupy these premises. In exchange for being allowed to occupy the Premises, Renter, on behalf of himself, his Guests, invitees, heirs, assigns, and descendants (the "Renter Group"), agrees to the fullest extent permitted by law, to release and forever discharge ISA or the Owner from all injuries, losses, claims, obligations, debts, demands, actions, assessments, penalties, fines, expenses, deficiencies, forfeitures, liabilities, costs, and damages, including reasonable attorneys' fees and expenses, whether or not involving a third-party claim (collectively, "Damages"), arising, directly or indirectly, from, asserted against or incurred by reason of, resulting in any manner from, or relating in any manner to, the Agreement, the Premises or the rental unless caused

by the gross negligence of the Owner or ISA or any of its employees, managers, principals, owners, representatives, agents, authorities, leaders, or other person affiliated with it in any way (collectively, the ISA Group”) ;. By agreeing to these terms, and in exchange for being allowed to stay on the premises, you further agree that you will indemnify the ISA Group and the Owner and hold them harmless for any and all Damages arising, directly or indirectly, from, asserted against or incurred by reason of, resulting in any manner from, or relating in any manner to, the Agreement, the Premises or the rental, unless caused by the gross negligence of the Owner or ISA Group.. Renter understands that he/she does not have to stay on the premises and that without agreeing to the terms in this section, he/she will not be allowed to stay on the Premises.

POOL/SPA/PATIO/DOCKS

Renter hereby acknowledges that the Premises they have reserved may include a community pool or dock and the undersigned agrees and acknowledges that the community pool and patio/spa/deck/dock can be dangerous areas, that the deck/spa/patio/dock can be slippery when wet, and that injury may occur to anyone who is not careful. The Renter is required to have adult supervision of children at all times. With full knowledge of the above facts and warnings, the undersigned Renter accepts and assumes all risks involved to Renter and all of Renter's guests in or related to the use of the community pool/spa/patio or dock areas.

MAINTENANCE

Please report any maintenance needs for the premises to ISA 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

Linens and towels are furnished for your convenience. Any lost or damaged linens or towels will be deducted from your deposit or charged to your account. An initial supply of paper products is provided. Extra items needed are the responsibility of the Renter. Limited cleaning supplies may be provided. We recommend that you bring any special items that you may need.

PARKING

Please see the individual listing and check in instructions for the number of vehicles allowed at property. No boats, jet skis, trailers or RVs unless permitted in the listing or approved in writing prior to arrival.

TELEPHONES

Telephones are not provided.

SUSCRIBE TO TEXT COMMUNICATION

Clicking the box below provides consent to receive text communication from iTrip St. Augustine relating to your reservation. Guests can opt out of this text communication at any time by following specified opt out procedures.

LIMITED DAMAGE WAIVER

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

PREVAILING PARTY

In any action concerning the rights, duties or liabilities of the parties to this Agreement, their principals, agents, successors or assigns, 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.

CREDIT CARD AUTHORIZATION:

I understand and consent to the use of the credit card I have provided, including without original signature, for this rental on the charge slip (the "Authorization"), I understand that by executing this Agreement, whether through digital acknowledgement, "clicking", signing or otherwise (collectively, "Signing") the Authorization is valid, cannot be revoked and will not terminate until 90 days after the Premises are vacated. Rbenter acknowledges that the Authorization includes allowing all charges relating to the rental and this Agreement, including but not limited to unauthorized long distance telephone, cable, satellite TV or internet charges, and any damage to the Premises 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.