

iTrip Panama City Beach Rental Agreement

Price Morgan Vacation Rentals, LLC
205 Powell Place Suite 309
Brentwood , TN 37027
Phone: (850) 588-1007 / panamacity@itrip.net

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

This Agreement will confirm your rental of Commodore 304 (2/2) for _NumNights_ nights as follows:

Check-In: _CheckinDate_ _CheckinTime_
Check-Out: _CheckoutDate_ _CheckoutTime_
Rental: \$ _Rental_
Fees: \$ _Fees_
Taxes: \$ _AreaTax_
Total: \$ _NetAmount_
Security Deposit: ... \$ _RefundableSecurityDeposit_
Initial Payment: \$ _DepositAmount_ (due _DepositDueDate_)
Balance: \$ _BalanceAmount_ (due _BalanceDueDate_)

AGREEMENT

Price Morgan Vacation Rentals, LLC dba iTrip Panama City Beach, 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 Commodore 304 (2/2) 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 or access code will be issued to anyone who is not a registered adult.

ADDITIONAL HOUSE RULES:

By electronically signing the rental agreement on this website (or clicking the agree button), you have agreed to follow the below house rules. If any of the following rules are broken, your party will be evicted immediately with no refund.

- **Quiet Hours:** 10 p.m. - 8 a.m.
- **No SMOKING** anywhere on premises except designated areas on the paved parking lot. Discard butts appropriately!
- **Pets** are NOT allowed.
- **Vandalism** is punishable by law. Anyone caught vandalizing The Commodore will be reported to the local authorities. The Commodore assumes no responsibility for theft or damage to vehicles or personal property.
- **No Outdoor Grilling** of any kind on balconies including ground floors.
- **Prohibited items:** Open flames, fireworks, firearms or weapons of any kind, and drugs that are illegal in the State of Florida are prohibited in the unit.
- **NO TRAILERS** from March 10 - Aug. 3
- **No Golf Carts**, roller blades, skateboards or motor bikes.
- **Foul Language** is NOT tolerated. Be nice.
- **No Throwing** anything off balconies. It is a felony offense. Violators will be prosecuted to the fullest extent of the law & subject to immediate eviction.

- **Towels** or clothing is not to be hung over the railings.
- **Seagulls** are NOT to be fed from balconies.
- **Florida Laws** 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 tenants to be asked to vacate the premises and forfeit all rents and security/damage deposits.

FAMILY RENTAL ONLY

All guests must be 25 or older unless their parent is in the condo. Reservations made for teenagers or young single groups will not be honored without any accompanying adult staying in the unit at ALL times. Any violators will be evicted according to Florida Statute 508.141 with forfeiture of all monies.

NOTE: Identity verification may be required either electronically or in person at the discretion of our rental agents. If you are unable to complete any requested ID verifications your group will be evicted with no refund.

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 exact sleeping capacity unit, 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 disturb or interferes with neighbors' right to quiet enjoyment of their premises.

CHECK OUT INSTRUCTIONS

To avoid additional housekeeping charges, please adhere to departure times and complete the following tasks.

- Make sure all of the trash is out of the unit
- Load and start the dishwasher at your departure
- Lock all doors and windows
- Leave parking tags and pool passes (if applicable) on the kitchen counter
- Double check for all personal belongings

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 Central 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. In such instances no compensation will be given. Reservations will be held for seven (7) days. If signed rental agreement and deposit payment are not received within a seven (7) day period from the date of the Tenant's signature, the reservation will be cancelled.

INITIAL PAYMENT DUE AT BOOKING

The initial payment totaling 15% of the agreed upon Total Balance is due with acceptance of rental agreement. THIS AMOUNT IS THE INITIAL PAYMENT TO SECURE YOUR RESERVATION AND IS NOT A REFUNDABLE DEPOSIT. Payment of deposit shall be deemed as acceptance of this rental agreement. THIS PAYMENT IS NOT REFUNDED AFTER YOUR STAY. Payment may be made by debit card or major credit card. The initial payment amount is \$_DepositAmount_.

FRAUD PROTECTION:

If you are booking within 7 days of your arrival date, you may be asked to provide a copy of your ID and your credit card you are using to pay. The name on the reservation, the name on the ID and the name on the credit card must match. This is to protect your identity. We will be contacting you to give you a secure method to provide this information. Because we offer self-check-in, for your security we verify your card is safely in your hands and not someone else's.

BALANCE

Balance is due 30 days prior to arrival date. If you are making the initial reservation within 30 days of arrival, the full amount is due at time of booking. The balance is due on `_BalanceDueDate_`. We automatically include at \$59 nonrefundable Limited Damage Waiver in your total. This serves as an alternative to paying a damage deposit that is refunded a minimum of 30 days after departure. If you remove that during the booking process, a \$250 refundable deposit will be added to your total. This amount will be refunded within 7 -10 business days of checkout pending inspection by our team. Tenant assumes responsibility for all damages to unit, damages exceeding the **Limited Damage Waiver** or security deposit. The amount will be charged to the tenant's credit card or billed to tenant.

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 \$1,725.00 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 \$1,725.00 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:** \$69.00 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 \$1,725.00 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 30 days prior to arrival date. If cancellation occurs 30 days or more prior to arrival date all monies will be refunded except for a \$100.00 administrative fee. Guests who cancel within 30 days of arrival will receive no refund. There will be no refund for late entry or early departure unless authorities issue mandatory hurricane evacuations and/or travel bans for Panama City Beach, Florida. During the booking process, you will be offered Travel Insurance. We recommend you get it. If all possible get the Cancel For Any Reason

policy. If you have purchased travel insurance and need to cancel your reservation, then please contact RentalGuardian for any Policy & Coverage questions: **(833) 610-0736** (Monday-Friday).

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

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. **Service Animals are always welcome**, please notify our staff in advance if you will be bringing a registered service dog.

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. All guests must be 25 or older unless their parent is in the condo. 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 or linen exchange. Linens and towels are included with your rental and are not to be taken from the unit. Access to a washer and dryer is included with your reservation. An initial setup of trash liners, bathroom paper, and soap is provided. Supplies will not be replenished during your stay. There is a \$ _CleaningFee_ one-time cleaning fee. Additional cleaning fees will be due if excessive cleaning is required at departure, including the removal of excessive sand.

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.

DOOR CODE

You will receive an email 1 week prior to arrival with your check-in information and door code. We offer contactless check-in so you may go straight to your unit. Your access code will start working at exactly 4pm on the day of arrival.

PARKING PASSES

Upon arrival give the guard your last name. The security team will have your parking passes ready. Please know that Commodore guests are limited to 1 parking pass for a 1 bedroom and 2 parking passes for 2 and 3 bedrooms. There are no additional parking passes available. There is an overflow parking lot just outside the property.

NONSMOKING COMPLEX

No SMOKING anywhere on premises except designated areas on the paved parking lot. Smoking anywhere else on the entire complex is strictly prohibited. Always discard butts appropriately. If evidence is found of smoking in an undesignated area there is a 250.00 MINIMUM FINE. You will also incur an additional charges for carpet cleaning, deodorizing, and remediation services.

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).

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, amenities, electricity or plumbing, as well as due to weather conditions, natural disasters, acts of God, or other reasons beyond its control.

POOL & PATIO

Tenant hereby acknowledges that the premises they have reserved may include a community 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. Please adhere to all posted rules and regulations.

MAINTENANCE

Please report any maintenance needs for the premises to the 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, amenities, or services.

LINENS/TOWELS/SUPPLIES

iTrip will furnish linens and towels for use in unit. Do not remove any of these items. 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.

TELEPHONES

are not provided.

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.