

# iTrip Rental Agreement

iTrip iTrip Pagosa Springs

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

This Agreement will confirm your rental of Casa Del Oso 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

iTrip Pagosa Springs, 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 Casa Del Oso 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.

## 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

### **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 up to 5 pm.

### **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. 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 days booking will be cancelled. The deposit amount is \$\_DepositAmount\_.

### **BALANCE**

Balance is due 30 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 days booking will be cancelled; if this happens, deposits will be refunded less a \$100.00 administrative fee. 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 14 days prior to arrival date. If cancellation occurs 14 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 14-DAY TIME FRAME WILL BE CHARGED THE FULL AMOUNT. There will be no refund for early departure. Vacation Insurance is recommended.

## **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 or damage deposit. Misrepresentation of a service animal is punishable by up to \$500.

## **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 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, soap is provided. There is a \$\_CleaningFee\_ one time cleaning fee. Additional cleaning fees will be due in the event that cleaning involves out of the ordinary mess.

## **UTILITIES**

No compensation will be given for temporary outage of electricity, gas, water, tv services, internet, 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.

## **KEY/DOOR CODE**

Your door code will be emailed to you two days before check-in.

## **NONSMOKING UNIT**

Smoking and vaping 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. 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 house and placed in garage receptacle.
3. Close all blinds in all rooms.
4. The maximum number of occupants shall not exceed (8) 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.
6. "No pets" policy must be observed. Pets are not allowed on premises.
7. Smoking is not allowed in the unit.
8. Reservations are not made by or for a minor, defined as any person under the age of twenty-five (25).
9. Tenant and any guest of Tenant shall obey all laws of the state of Colorado, as well as local laws, at all times while they are on the premises. Failure to abide by the laws of Colorado 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 8 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.

## **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.

## **HOT TUB & PATIO**

(For applicable properties with a Hot Tub/Patio.) Tenant hereby acknowledges that the premises they have reserved includes an outdoor hot tub and the undersigned agrees and acknowledges that the hot tub 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 hot tub and patio areas.

## **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, 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**

You must park in the DRIVEWAY or garage only. ASOLUTELY NO PARKING on county, town, or ANY roadway! There is ONLY ONE vehicle allowed per bedroom in the dwelling you are renting. Please make us aware if you intend to park any boats, snowmobiles, trailers or RVs on the premises.

## **TELEPHONES**

are not provided.

## **ELECTRICITY/WATER DISCLOSURE**

Internet: Due to the area that we live in, weather and traffic can affect internet speeds. iTrip Pagosa is not liable for any internet malfunctions. We will do our best to get it fixed as quickly as we can, however you are not eligible to receive a discount or refund should this occur.

Hot Tubs: iTrip Pagosa is not liable for any malfunctions that occur to hot tubs during your stay. We will do our best to have the issue resolved as quickly as we can, however you will not be eligible to receive a discount or refund should this occur. Thank you for understanding!

Water: Our homes have standard water heaters for the homes capacity. Water on Demand is not provided. Please be mindful of hot water use.

Power Outages: Again, due to the area we are located in, occasionally the town of Pagosa Springs will experience power outages for various reason (cut line, weather impact, ect). iTrip Pagosa is not liable for these outages and you are not eligible to receive a discount or refund should this occur. Thank you!

## **Kayak, SUP, and Dock Liability Waiver**

For Applicable Properties

Waiver of Liability/Hold Harmless Agreement

In consideration of the use of equipment provided by Pagosa Vacation Rentals Inc., iTrip Vacations Pagosa Springs, its owners, homeowners, employees, volunteers and all other persons or entities acting in any capacity on its behalf, I hereby agree to RELEASE, WAIVE, DISCHARGE, AND TO INDEMNIFY AND HOLD HARMLESS Pagosa Vacation Rentals Inc., iTrip Vacations, homeowner's on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate from any and all suits, claims, liability, demands, losses, expenses (including attorney's fees) or causes of action whatsoever which are in any way connected with my participation in any paddle board/kayak or water activity or use of iTrip's equipment or services. This release, waiver and hold harmless including claims related to injury to person or property, disability, sickness, or death, regardless of whether such loss arises from the negligent act or omission of Pagosa Vacation Rentals Inc., iTrip Vacations or otherwise, breach of contract, tort, strict liability, warranty or any other legal theory, to the fullest extent allowed by the law.

1. I am fully aware that activities, such as paddle boarding and kayaking have inherent risks as well as unknown and unanticipated risks. Such risks could result in serious physical or emotional injury, paralysis, death, drowning or damage or loss to me, or others, including Pagosa Springs Vacation Rentals Inc. and iTrip Vacations. I agree that Pagosa Vacation Rentals Inc. and iTrip Vacations is not liable for weather, the elements, or how the equipment is used. Pagosa Vacation Rentals Inc. and iTrip Vacations will not be liable for malfunctions of equipment or be used in the manner not intended or advised.
2. I hereby certify that I will cover all medical expenses, if any, as well as any cost that may arise as a result of any injury or mishap arising.
3. To the fullest extent permitted by law, I hereby release, waive, covenant not to sue, and discharge iTrip, the homeowner, employees and representatives from any and all liability, claims, demands, and causes of action whatsoever arising out of or related to any loss, damage, or injury, sickness, including death, that may be sustained by me or any other person that uses the paddle board/kayak/equipment or dock, or any loss or damage to any property belonging to me or others.
4. I agree that if I damage, lose, or misplace any of the water toys/equipment that I will pay for these losses or damages according to comparable market prices.

I affirm that I have read this agreement and its contents and agree to be bound to its terms. I am aware this is a waiver and release of liability and I sign it voluntarily. I understand that I should not and may not participate in this activity under the influence of alcohol or drugs.

## **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.

## **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: cable, satellite TV or internet charges, any missing linens or bath towels, 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.**