

Vacation Rental Agreement
iTrip San Diego North Beaches
P.O Box 334
Carlsbad, CA 92018
Phone: 760-652-3223, visitsd@itrip.net

Responsible Occupant:..... TenantName_
Mobile Phone: TenantPhone_
Email:..... TenantEmail_
Address: TenantStreet_, TenantCity_ TenantPostal_

This Agreement will confirm your rental of: **38 Malo Street, Carlsbad, CA 92054**

Check-In: CheckinDate_ CheckinTime_ PST
Check-Out: CheckoutDate_ CheckoutTime_ PST
Number of Nights..... NumNights_
Maximum Occupancy: **6**

BOOKING CHARGES - (US DOLLARS)

Rent:\$ Rental_
Non-Refundable Booking Fee:\$ ProcessingFee_
Security Deposit.....\$ RefundableSecurityDeposit_
Cleaning Fee:\$ CleaningFee_
Amenity Fee(s):.....\$ AmenityFee_
Limited Damage Waiver.....\$69.00
Pet Fee:.....\$ PetFee_
Taxes:\$ AreaTax_
Total:\$ TotalAmount_

Deposit:\$ DepositAmount_ (due _DepositDueDate_)
Total.....\$ TotalAmount_
Balance:\$ BalanceUnpaid_ (due __BalanceDueDate_)

CONFIRMATION - READ CAREFULLY

Your reservation is not confirmed until all of the following is received by iTrip San Diego North Beaches:

1.
Signed rental agreement (this document).
2.
Reservation Deposit - 20% of the total listed on page 1 or;
3.
If the Check-In Date is within 60 days of this agreement, all costs and fees listed on page 1 must be paid.
4.
A Copy of the responsible occupant's Driver License or Government ID or Passport.

AGREEMENT

iTrip San Diego North Beaches, the Agent of the Owners, and responsible occupant agree as follows:

1.
The above responsible occupant is at least 25 years of age (an "adult") and will be a primary occupant of the vacation property listed above during the entire reserved dates.
2.
The responsible occupant is renting the property listed above for vacation purposes and will comply with the maximum occupancy of 6.
3.
Occupant shall not sublet all or any part of the Property or assign or transfer the Agreement or any interest in it.
4.
Upon termination of this booking, the Responsible Occupant will surrender the premises & access devices (remotes, keycards, keys, etc.) in the same condition as received upon arrival.

5.
Use of the premises will be denied to persons not falling within the foregoing categories.
6.
Should any unauthorized persons occupy or use the Premises, all occupants will be required to vacate the premises immediately without the possibility of a refund.
7.
No refunds are issued for early departures.
8.
Property furnishing may change from time to time. iTrip San Diego North Beaches will make every effort to ensure all property information on websites is accurate.
9.
The responsible occupant hereby authorized iTrip San Diego North Beaches to charge the credit card provided for all of the following amounts:

- Amounts indicated under Booking Charges
- For any additional fees or charges incurred as a result of mid-stay cleanings or any other services the responsible occupant may order.
- For pet fee if applicable, smoke & vaping remediation, excessive cleaning, or any damages exceeding the Limited Damage Waiver.
- Any overage of utility usage, pool heating usage, or excessive usage of property amenities.

RESERVATION DEPOSIT

1.
A deposit totaling 20% of the total amount is due with acceptance of rental agreement.
2.
Payment of deposit shall be deemed as acceptance of this rental agreement.
3.
Payment may be made by traveler's checks, bank money order, wire transfer, or major credit card service offered by iTrip San Diego North Beaches at time of reservation.

CANCELLATION POLICY (FOR RENTAL PERIOD OF 60 DAYS OR LESS) - PLEASE READ

- 1.

In the event that you must cancel your reservation, it must be in writing and sent to our Reservations Email: visitsd@iTrip.net.

2.

If a cancellation occurs 60 days prior to the arrival date iTrip San Diego North Beaches will issue a 100% refund, with the exception of the Non-Refundable Booking Fee $\$_{ProcessingFee}$.

3.

If a cancellation occurs 59 to 45 days prior to arrival date all monies will be refunded with the exception of the Non-Refundable Booking Fee of $\$_{ProcessingFee}$ and Remarketing Fee of \$300 and any applicable taxes.

4.

If a cancellation occurs 44 days or less before the arrival date, all money will be refunded, with the exception of the full Rent, non-refundable Booking Fee, and any applicable taxes.

5.

VRBO - If cancellation is made 60 days prior to arrival, a cancellation fee of \$450 will apply.

6.

Reservations made on other OTA websites such as VRBO, Airbnb.com, Marriott Homes and Villas, etc. are subject to the cancellation policy listed on such site, and the above terms of Cancellation Policy do not apply.

7.

Vacation Insurance is recommended.

8.

Reservations canceled within 24 hours of being confirmed will be fully refundable. This cancellation policy shall not apply to reservations made within 72 hours of check-in.

CANCELLATION POLICY (FOR RENTAL PERIOD OF 61 DAYS OR MORE) - PLEASE READ

1.

In the event that you must cancel your reservation, it must be in writing and sent to our Reservations Email: visitsd@iTrip.net.

2.

If a cancellation occurs 120 days prior to the arrival date iTrip San Diego North Beaches will issue a 100% refund, with the exception of the Non-Refundable Booking Fee of $\$_{ProcessingFee}$.

3.

If a cancellation occurs between 119 days to 60 days prior to arrival date all monies will be refunded with the exception of the Non-Refundable Booking Fee of $\$_{ProcessingFee}$ and Deposit Amount of $\$_{DepositAmount}$.

4.

If a cancellation occurs 59 days or less prior to arrival date all money will be refunded with the exception of full Rent and Non-Refundable Booking Fee and any applicable taxes.

5.

Reservations made on other OTA websites such as VRBO.com, Airbnb.com, Marriott Homes and Villas, etc. are subject to the cancellation policy listed on such site, and the above terms of Cancellation Policy do not apply.

6.

Vacation Insurance is recommended.

BALANCE PAYMENT

1.

The remaining balance is due 60 days prior to your arrival date. A reminder email will be sent a day prior to payment due. If a payment is not made 55 days prior to your arrival, by signing this agreement you authorize iTrip San Diego North Beaches to charge your credit card for the remain

2.

Payment may be made by major credit card, traveler's checks, bank money order, certified check. All checks should be made out to "iTrip San Diego North Beaches" and sent to: P.O Box 334 Carlsbad CA 92018 via a trackable delivery service.

CHECK-IN & CHECK OUT

1.

While every effort will be made to have the property available for check-in at _CheckinTime_ PST.

2.

During high season, a cleaning crew may require additional cleaning time and Check-in may be delayed up to 2 hours. All efforts will be made to accommodate arriving occupants to minimize Check-in delays.

3.

Check out is _CheckoutDate_ _CheckoutTime_ PST.

4.

Hold Over is applicable after 10:30am on the date of departure. Hold Over cost is one night rent plus all applicable taxes and fees, and if applicable the cost of relocating arriving occupants. These fees will be charged to the Responsible Occupant's credit card.

5.

Upon departure, please set the thermostat to 84 degrees in the warmer months (air conditioning used) and 68 degrees in the cooler months (heating used).

6.

When departing please lock all windows and doors, and if applicable return the key into the lockbox.

7.

Early departures will not result in refunds for unused nights.

HOUSEKEEPING

1.

Linens and bathroom towels and pool towels are provided for your stay. Please do not remove them from the property.

2.

There is a \$_CleaningFee_ one time cleaning fee for cleaning at the end of your stay.

3.

There is no daily maid service unless you have arranged it as part of your booking.

4.

An initial start up kit of paper towels, laundry soap, dishwasher soap, dish sponge trash liners, toilet paper, tissues and bathroom amenities (shampoo, conditioner, bodywash, lotion) is provided.

5.

In the cases where carpet cleaning is needed due to excessively dirty carpets post your stay, carpet cleaning fee will be assessed in the amount of \$200.00.

PETS - IF BOOKING A PET FRIENDLY PROPERTY

Pets (dogs) are permitted in the rental property only as arranged in advance. Addition of any other pet is prohibited without prior approval. You are solely responsible for any damage or personal injury caused by your pet. To bring your pet(s), responsible occupant must agree to the following terms:

1.

Type of pet, number of pets, and photo(s) of pet(s) must be provided prior to rental agreement signing by iTrip San Diego North Beaches.

2.

Additional Pet Fee of \$250 per pet will be applied.

3.

If evidence of a pet(s) is found in the property or on the premises without prior approval, you will be asked to vacate immediately with no refund of rent, and assessment of \$500 Pet Fee on the credit card.

4.

Responsible Occupant agreed to keep their dog under control at all times.

5.

Responsible Occupant agrees to promptly report any damage caused by pet(s).

6.

Responsible Occupant agrees to pay any costs for damage done by pet(s) that exceeds the policy limit or is not covered under the Limited Damage Waiver. If damages are not reported but are found by owners/agents, it will be documented and necessary replacement or repair costs will be

7.

Responsible Occupant agrees that their dog is housebroken.

8.

Responsible Occupant agrees to adhere to local ordinances, leash laws and licensing requirements.

9.

Responsible Occupant agrees to keep dog(s) from being noisy or aggressive, and from causing any annoyance or discomfort to others. Guests will remedy any complaints immediately.

10.

All excess dog hair will be swept, vacuumed or otherwise picked up and removed from the inside of the unit prior to departure.

11.

Responsible Occupant agrees to hose off the yard, landscape and artificial turf to keep it free of urine and poop.

NO SMOKING & VAPING

1.

This property is non-smoking non-vaping.

2.

Any smell caused by smoking, vaping or other similar activity is not covered by Limited Damage Waiver or by Security Deposit.

3.

Responsible occupant will be responsible for all costs associated with smoke or vaping remediation and will be charged \$2.10 per sq.foot times the property square footage on the credit card used to book the property.

PARKING

1.

One vehicle per bedroom is allowed.

2.

Please use the garage parking first and then the driveway.

3.

No parking is allowed on the street per the City Ordinance.

4.

No boats, jet skis, trailers or RVs.

BBQ, OPEN FIRE & LIFE SAFETY

1.

Barbeque grills may only be used if provided by the Owner and must be used in the location provided only.

2.

Open flame is prohibited, I.E candle burning, wooden fire pits, charcoal BBQ's are NOT permitted on the property.

3.

Do not dismantle smoke and carbon monoxide detectors as they are there for your protection.

4.

Please consider opening the sliding door/window when cooking to avoid accidental activation of the smoke detector alarm.

POOL, PATIO, COMMON AREAS

Occupant hereby acknowledges that the premises they have reserved intentionally may include a private pool and spa, community pool and spa, tennis courts, exercise room and other common areas. The Responsible Occupant also agrees and acknowledges that the private pool and spa, community pool, patio/deck, tennis courts and exercise rooms are dangerous areas, that the deck/patio can be slippery when wet, and that injury or death may occur to anyone who uses the premises.

POOL AND SPA

The Responsible Occupant and other guests of the responsible occupant acknowledge that use of the pool and spa amenities increase the risk of injury and/or death, and are not limited to the following:

1.

Risk of drowning by immersion in water.

2.

Risk of falling, injury and/or drawing by use of hard surfaces around the pool and spa which may be slippery due to presence of water during use of such amenities.

3.

PLEASE DO NOT LEAVE YOUR CHILDREN UNSUPERVISED. Children unsupervised are at risk to the dangers inherent of spa and pool amenity use.

4.

Risk of drowning is enhanced by use of **CONSUMPTION OF ALCOHOL & CANNABIS** and is not recommended prior and during use of the pool and spa.

5.

The spa temperature may be higher than 98 degrees, and extended use of these amenities may result in medical complications, injury, death and body overheating. **Monitor your time when using the SPA.**

6.

Extended use of SPA may result in falling asleep, losing consciousness which can result in drawing and death.

7.

CONSUMPTION OF ALCOHOL & CANNABIS while using SPA increase the risk of drowning/death.

With full knowledge of the above facts and warnings, the undersigned occupant accepts and assumes all risks involved to occupant and all of occupant's guests in or related to the use of the private pool and spa, and/or the community pool and patio areas.

UTILITY USAGE & OUTAGE

1.

On occasion a utility outage may occur. If you experience a utility outage, please report it to iTrip San Diego North Beaches immediately. All efforts by iTrip San Diego North Beaches will be made to restore them as soon as possible to minimize the interruption.

2.

Utility outages are out of Homeowner's, Manager's and Occupant's control, and therefore no compensation will be given for temporary outages of electricity, gas, water, cable, Internet or telephone service.

3.

Properties with a private pool are not heated, unless you have selected it as an additional amenity.

4.

Spa usage is included in the rental rate.

5.

Pool heating costs vary by property and are based on the size of the pool. Daily Pool Heating Fee may fluctuate from time to time based on natural gas prices. Should the cost of the gas increase exponentially for the dates of your booking iTrip San Diego North Beaches shall advise of the inc

6.

Telephone service, if provided, is limited to the usage identified within the individual property.

7.

Excessive usage of utilities resulting from guest use of a property will be charged to the guest credit on file.

KEYS, KEY FOBS & GARAGE REMOTES

1.

Our properties are equipped with a lockbox or electronic door lock. One week prior to your arrival you will receive Arrival Instructions that will include your access codes and direction on how to enter the property.

2.

Incase of lost keys, key fobs, garage door openers, and any other special keys or openers, the responsible occupant will be charged **\$200.00 per item**.

RULES AND REGULATIONS - PLEASE READ CAREFULLY

1.

Music is not allowed outside of your Vacation Rental during Night Time hours of 10pm and 10am.

2.

During Daytime hours from 10am to 10pm please be a good neighbor. Continued loud noise will surely upset the neighbors and will result in a complaint filed with the City. City at their discretion may issue a citation to the Responsible Occupant.

3.

Night Time hours are between 10pm and 10am. Please consider moving indoors after 10pm. If you choose to be outside, please be considerate of the neighbors and use indoor voices. Please remember our neighborhoods are quiet.

4.

One vehicle per bedroom is allowed. Please use the garage parking first and then the driveway. No street parking is permitted.

5.

The maximum number of overnight occupants is 6, not including children under the age of two (2).

6.

Responsible Occupant agrees to leave the premises and its contents in the same condition, neat and tidy, as the occupant found the premises to be upon move-in, normal wear and tear expected.

7.

Prior to leaving, beds may be left unmade and sheets and pillowcases left on. Towels can be left in the bathrooms.

8.

All dishes should be loaded into the dishwasher, all used pots & pans placed carefully in the sink and all garbage removed from the premises and placed in outside receptacles.

9.

Furnishings are not to be removed from the premises for use outside or in other properties.

10.

If pet(s) are approved, the responsible occupant must clean up after pet(s) and dispose of all waste in proper containers. Pets shall be on the leash at all times when in common and public areas.

11.

All keys are to be returned upon move-out by the responsible occupant.

12.

Occupant and any guest of occupant shall obey all laws of the state of California, local City ordinances and laws, as well as all Homeowner Association (HOA) Rules and Regulations, at all times while they are on the premises. No firearms or illegal substances are allowed on the property. Fail

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

SECURITY DEPOSIT (applicable only if listed on page 1 in lue of Limited Damage Waiver Policy)

1.

The minimum amount of the security deposit is \$3,000.

2.

The home will be inspected for damages within 48 hours of departure.

3.

All or any portion of the damage deposit may be used, as reasonably necessary, to repair damage, excluding ordinary wear and tear, caused by occupant or by a guest or other invitee of occupant; clean the premises, if necessary, beyond iTrip San Diego North Beaches's standard cleaning s

4.

iTrip San Diego North Beaches shall supply an itemized statement and supporting documentation for any charges made against the occupant's damage deposit. Any damage exceeding the value of the damage deposit shall result in legal action if not reimbursed within seven (7) business da

5.

The security deposit will be refunded within 21 days of checkout pending review of the utility bill for excessive use during the rental period and inspection by iTrip San Diego North Beaches and the assigned cleaning services.

ENTRY BY AGENT

Owner or iTrip San Diego North Beaches may enter the premises under the following circumstances: In case of an emergency, to check welfare of the Responsible Occupant or their guests; to make any necessary or agreed upon repairs, supply agreed services or improvements; To investigate reported disturbances; To ensure occupant is in compliance with this Agreement; In Non-Emergency cases the Agent will provide renter with at least 24 hours notice of Agent/Owner intent to enter.

MAINTENANCE

The occupant shall examine the premises and shall report any damage or deficiencies to iTrip San Diego North Beaches within twenty-four (24) hours of check-in including all furniture, furnishings, appliances, landscaping and fixtures. The occupant shall properly use, operate and safeguard the premises including, if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the premises reasonably clean, sanitary and well ventilated. Please report any maintenance needs for the premises to us and we will respond as quickly as possible.

RELOCATION

In the event when a property is no longer available to honor this reservation due to unforeseen circumstances and out of Manager's or Owner's control, Manager will issue a full refund immediately to the Responsible Occupant. iTrip San Diego North Beaches will exercise reasonable efforts to provide an alternative property with equal or greater size for a similar period of time with another property from iTrip San Diego North Beaches vacation rental portfolio in such an event. Responsible Occupants at their discretion may accept alternative property or receive a full refund. iTrip San Diego North Beaches at no time will refund a greater amount than the guest has paid as a result of property unavailability or non-habitable property.

VIOLATION OF THIS AGREEMENT

Any reservation obtained under false pretense will be subject to forfeiture of reservation deposit, damage deposit, and/or balance of rental payment. If any occupant violates any terms of this agreement, iTrip San Diego North Beaches may terminate this Agreement. iTrip San Diego North Beaches will notify the Responsible Occupant of agreement termination, and the Responsible Occupant will vacate the promise within 3 hours of agreement termination notice. iTrip San Diego North Beaches will enter the premises at its discretion when the violation of this agreement has occurred. Any violations resulting in iTrip San Diego North Beaches, its representatives or local law enforcement agencies having to respond to complaints will result in immediate eviction from the property and forfeiture of all monies including rental payments and damage deposits. In addition, renters will be subject to any citations or fines issued by local authorities.

INDIVIDUAL AND JOINT OBLIGATION

Any occupant over the age of 18 is responsible for performance of all obligations under this Rental Agreement.

ADA - AMERICANS WITH DISABILITIES ACT

Building Codes that are applicable for residential homes are not required for handicap accessibility. iTrip San Diego North Beaches vacation homes and condos are not ADA compliant.

TOXIC FUNGUS/MOLD

iTrip San Diego North Beaches is not aware of any toxic fungus/mold or any other mold which may exceed allowable levels.

NEIGHBORHOOD AREA & CONDITIONS

Responsible Occupant and his guests are strongly encouraged to examine location of the property in the neighborhood including but not limited to, criminal statistics, fire department location, police department location, hospital location, cellular towers, utility towers, construction projects, traffic, airport noise or noise and odors from other sources. Information on registered sex offenders is available to the general public at www.meganslaw.ca.gov.

VACATION RENTAL PROPERTIES AND COVID-19

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 home or any amenities or common areas will not become exposed to COVID-19 while in the home 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 home 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 homeowner and all directors, officers, employees, agents or other representatives of the property manager and/or homeowner (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 at this vacation home. I further promise not to sue the property manager, the homeowner, or any of the Representatives. All persons must abide by The Centers for Disease Control recommendations and the following rules:

1.

Use common-sense precautions to minimize your own physical contact with surfaces that may have been touched by others.

2.

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 th

HOLD HARMLESS

iTrip San Diego North Beaches, iTrip or the Owner, do not assume any liability for loss, damage or injury to persons or their personal property. Neither does the owner accept any liability for any inconveniences, theft, 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.

APPLICABLE LAW

The Rental Agreement shall be construed in accordance with and governed by the laws of the State of California without regard to its conflict of laws principles. Venue in any action commenced under this Rental Agreement shall be in the County of San Diego, State of California and occupant hereby submits to the jurisdiction of said courts. Occupant and iTrip San Diego North Beaches agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to the party in any such action.

DISCLAIMER/LIMITATION OR LIABILITY

The premises, all fixtures thereon, and all property on or around the premises is provided "as is" without any warranties of any kind. Neither iTrip, iTrip San Diego North Beaches nor the Owner shall be responsible for any direct, indirect, consequential, or incidental damages arising out of or relating to this Rental Agreement. The use of premises is "at your own risk."

MANAGEMENT

iTrip San Diego North Beaches is the authorized manager for the property owner. All payments and notices are to be sent to: P.O. Box 334 Carlsbad CA 92018 Our telephone number is (760) 652-3223.

ADDITIONAL TERMS AND CONDITIONS

The undersigned occupant, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges iTrip, Owner and iTrip San Diego North Beaches 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. If any term, covenant or condition of the Rental Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Rental Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of the Rental Agreement shall be valid and be enforced to the fullest extent of the law.

Please remember that you are renting a private home. Please treat it with the same respect you would like shown in your own home. We are looking forward to hosting you during your vacation in beautiful Carlsbad.

IN WITNESS WHEREOF the parties have signed this Agreement effective the date first written above, or upon the termination of any prior and currently in effect rental agreement(s), if any, relating to the Property, whichever is later.

Executed By:
iTrip San Diego North Beaches
iTrip Franchise