

Rental Agreement

iTrip Park City / 6300 North Sagewood Dr H521 / Park City, UT 84098 Phone: (435) 245-1713 / Fax: (888) 316-6844 / pcreservations@itrip.net Tenant: _TenantName_ Phone: _TenantPhone_ Email: _TenantEmail_ Address: TenantStreet TenantCity , TenantState TenantPostal

This Agreement will confirm your rental of Westgate 4409A (r) 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: \$_DepositDueData_)

Deposit: \$_DepositAmount_ (due _DepositDueDate_)
Balance: \$ BalanceAmount (due BalanceDueDate)

AGREEMENT

iTrip Park City, , 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 _PROPERTY NAME_ 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. Reservations made under false pretenses are null and void and check-in will not be allowed. Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in. ALL HOMES ARE MONITORED FOR VIOLATION OF THIS POLICY. VIOLATORS WILL BE EVICTED, AND ALL RENTAL PAYMENTS AND ADDITIONAL CHARGES WILL BE APPLIED! This policy includes reservations made by parents who do not check in and/or leave overnight at any time during the stay.

INDEMNIFICATION

Tenant agrees to indemnify, defend, and hold harmless the Owner, iTrip Park City, and their respective agents, employees, and representatives from and against any and all losses, damages, claims, liabilities, and costs (including reasonable attorney's fees) arising from or related to Tenant's use or occupancy of the premises, or from any activity, work, or thing done, permitted, or suffered by Tenant in or about the premises.

RESERVATIONS

Reservations may be placed up to 11 months in advance but are subject to the rates in effect for the year said reservations are placed. All times are Mountain Standard or Mountain Daylight 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 peak season, the cleaning crew may require additional cleaning time, and check-in may be delayed. Refunds will not be provided for reasonably delayed check-in times.

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FALSIFIED RESERVATION

Any reservation obtained under false pretense will be subject to forfeiture of reservation deposit, damage deposit, and/or balance of rental payment. You must be over 25 years of age to rent any property. The person making the reservation must be present during the stay. RELATIVES, PARENTS ETC. MAY NOT COMPLETE A RESERVATION FOR OTHER PEOPLE. THE RESERVATION AND RENTAL AGREEMENT MUST BE IN THE NAME OF THE PERSON STAYING IN THE HOME. IF YOU ARE AN ASSISTANT TRYING TO BOOK FOR SUNDANCE, PLEASE CONTACT US FOR FURTHER INSTRUCTIONS.

FAMILY RENTAL ONLY

Reservations made for teenagers or young single groups will not be honored without accompanying adults 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 paid toward the reservation.

DEPOSIT

A deposit totaling 35% of the agreed-upon Total Amount is due with the acceptance of the rental agreement. Payment of the deposit shall be deemed as acceptance of this rental agreement. Payment may be made using a major credit card only. The deposit amount is \$_DepositAmount_.

BALANCE

The balance is due 30 days before arrival, on _BalanceDueDate_. Payment may be made using a major credit card only. We may charge your card for the balance due if it is not paid on the due date. Failure to pay the balance by the due date may result in cancellation of the reservation and forfeiture of the deposit paid.

CANCELLATION POLICIES

In the event that you must cancel your reservation, please be aware that cancellations must occur at least 30 days prior to the arrival date. If cancellation occurs 30 days or more prior to the arrival date, all monies will be refunded. GUESTS THAT DO NOT CANCEL WITHIN THE 30-DAY TIME FRAME WILL BE CHARGED THE FULL AMOUNT. There will be no refund for early departure unless authorities request mandatory evacuation. Travel Insurance is highly recommended to protect you against unforeseen circumstances. If either Party is delayed or hindered in or prevented from the performance of any act required under this agreement by reason of acts of God, weather, strikes, boycotts, lockouts, other labor troubles (other than within such Party's organization), inability to procure labor or materials, fire or other casualty, accident, failure of power, governmental requirements, restrictive Laws of general applicability, riots, pandemics, civil commotion, insurrection, terrorism, war or other reason not the fault of the Party delayed, hindered or prevented and beyond the control of such Party (financial inability excepted) (any of the foregoing, "force majeure"), performance of the action in question shall be excused for the period of delay and the period for the performance of such action shall be extended for a period equivalent to the period of such delay; provided, however, that the time period customarily associated with obtaining any approvals, permits, consents or waivers shall not be an event of force majeure. The provisions of this Paragraph shall not, however, operate to excuse Tenant from the prompt payment of Rent or any other amount required to be paid by Tenant under this agreement. The Party claiming the benefit of any force majeure delay shall use its best efforts to notify the other Party promptly following the occurrence of any event constituting a force majeure delay.

You are not required to pursue travel insurance, but we strongly recommend securing coverage to protect against unforeseen circumstances. You may view coverage offered by our carrier at this link:_TravelInsurance_

VRBO CANCELLATION POLICY

If you must cancel your reservation made through VRBO, please note the following iTrip Park City cancellation for VRBO guests. Guests will receive a 100% refund 60 days before check-in and a 50% refund 30-60 days before check-in. For any cancellation after that, there is no refund.

AIRBNB CANCELLATION POLICY

If you must cancel your reservation made through Airbnb, please note the following iTrip Park City Airbnb Cancellation Policy. All guests must cancel at least 30 days before check-in to receive a 50% refund for all nights. If guest's cancel after that, there is no refund.

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Travel Insurance is highly recommended to protect you against unforeseen circumstances.

You are not required to purchase travel insurance, but you may view coverage offered by our carrier at this link: _TravelInsurance_

HAZARDOUS PRACTICES

No fire-activated barbeque grills of any kind are permitted on balconies or in the unit, and no open flames, i.e., candle burning, are permitted on balconies or 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 the smoke detector alarm. Guests will be charged a minimum \$250 repair and inspection fee for tampering with or deactivating any smoke alarm, CO2 alarm, or noise monitor.

Candles, incense, and essential oils (diffusing, vaporizing, etc.) are prohibited.

Absolutely no fireworks, sparklers, pop-its, or any other firework-like items.

These items and activities will be treated as smoking, a fine will be assessed, and the guest may be evicted without a refund.

ABSOLUTELY NO PETS

Absolutely no pets are allowed. If evidence of a pet(s) is found in the property or on the premises, you will be asked to vacate immediately with no refund of rent or damage deposit.

FAMILY RENTAL ONLY

Reservations made for teenagers or young single groups will not be honored without an accompanying adult staying in the property 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

No daily housekeeping service is included in your stay; it may be available at an additional charge. Mid-stay cleanings are based on availability and should be scheduled at the time of booking. Please contact us directly for rates and to schedule any additional cleaning services. Linens and towels are included and must not be removed from the unit. An initial setup of trash liners, bathroom paper, and soap will be provided. There is a \$_CleaningFee_ one-time cleaning fee. Additional cleaning fees will be due in the event that cleaning is required beyond normal circumstances. Guests are expected to either wash dirty dishes or load them into the dishwasher and start the wash cycle. Trash will be removed from the unit and placed in the appropriate waste container.

UTILITIES

No compensation will be given for any temporary outage of power, electricity, gas, water, cable, or internet service. Outages will be reported immediately, and all efforts will be made to have them restored as soon as possible. We are located in the Wasatch mountains; a personal hot spot is recommended if an internet connection is essential to your stay. Internet download speeds at the property are not guaranteed.

Many mountain homes do not have central air conditioning. The listing indicates if the house has central AC. If it is not a listed amenity, the home does not offer it. Refunds will not be given if the home does not have air conditioning. By signing this agreement, the guest acknowledges that they understand the climate control options available in the house.

CRYPTOCURRENCY MINING

Tenant is strictly prohibited from using the premises or any utilities provided therein for cryptocurrency mining or any other high-energy-consumption computing activities. Violation of this clause may result in immediate termination of this Agreement, forfeiture of all payments, and liability for any excessive utility costs or damages incurred.

CHECK-IN

Check-in is available at the front desk of the Westgate Resort, and guests must present identification. A credit card must also be given to cover incidental charges incurred during the stay. All charges for Westgate services incurred during the stay will be charged to the tenant.

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NON-SMOKING / NON-VAPING UNIT

Smoking anything in and around the home is strictly prohibited.

For safety and to assure that our homes are not exposed to items or actions that create an odor that is unhealthy and objectionable and that is difficult to remove from the air, carpet, walls, and furniture, we do not permit smoking tobacco, marijuana, illegal drugs, e-cigarettes, vape pens, vaping, cartridges containing the liquid of nicotine, hookahs, incense, cooking, cigars, candle burning, the use or diffusing of patchouli oil or other strong-smelling plant-based essential oils or synthetic products in our homes. These items and activities will be treated as smoking, a fine will be assessed, and the guest may be evicted without a refund.

Use of illicit and/or illegal drugs anywhere on the premises will result in immediate eviction without a refund and a minimum fine of \$2500. Safety is our highest priority, and activities jeopardizing anyone's safety will not be tolerated. If it is concluded that illicit and/or illegal drugs were used on the property and put anyone at risk of exposure, you will also be added to our DNR (Do Not Rent) list for all properties managed by iTrip, and guests will be fined. Neighbors and guests are encouraged to notify Westgate and iTrip staff immediately if they see fireworks, smoke cigarettes, marijuana, or other objectionable odors. A minimum fee of \$1500 will be charged for smoking on the property.

ENTRY BY OWNER

The 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. The owner will provide the renter with at least 24 hours notice of the owner's 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.
- 2. All garbage must be removed from the premises and placed outside receptacles. Dirty dishes should be placed in the dishwasher, and the cycle should be started on departure.
- 3. No glitter or confetti will be used or dispersed on the property. Failure to comply will result in extra cleaning fees of a minimum of \$300.00.
- 4. The maximum number of occupants shall not exceed _Max Occupancy_, not including a child in a crib.
- 5. Furnishings should not be removed from the premises for use outside or in other properties.
- 6. If the house is non-pet-friendly, a "no pets" policy must be observed. Pets are not allowed anywhere on the premises of non-pet-friendly homes. Violations are subject to eviction and fines.
- 7. Smoking is prohibited in the unit or on the premises. Violations are subject to eviction and fines.
- 8. Reservations may not be made by or for a minor, defined as any person under twenty-five (25).
- 9. Tenant and any guest of Tenant shall obey all HOA association or condominium association rules at all times while they are on the premises. If a fine for violating the rules is received during the Tenant's stay, the Tenant will be responsible for paying the fine.
- 10. The tenant and any guest of the Tenant shall obey all laws of the state of Utah and local laws at all times while they are on the premises. Failure to abide by the laws of Utah or the above rules may cause the tenant to be asked to vacate the premises and forfeit all rent and security/damage deposits.
- 11. No noise shall be heard outside the home between 10 pm and 7 am. If noise is an issue, guests will receive a written warning text message and/or a phone call on the number that booked the reservation. If the noise does not stop, guests may be fined or possibly evicted immediately.
- 12. Commercial use of the property, including filming, is prohibited unless approved with a signed location release form. Any unauthorized filming for commercial use will result in immediate eviction and possible legal action.

SLEEPING CAPACITY/DISTURBANCES

The 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 assigned, using the premises for any illegal activity, causing damage to the premises rented or to any of the neighboring properties, or any other act which interferes with neighbors' right to quiet enjoyment of their premises. The tenant will abide by the quiet hours outlined by the city, county, and/or HOA. Violations of our noise rules or the maximum number of guests agreed to at the time of booking will result in possible fines or immediate eviction with all loss of all rents. Depending on the severity of a noise violation, iTrip may call and issue a warning or proceed with a \$300 fine. If we cannot reach the guest who booked the property, iTrip may, at a minimum, issue a \$300 fine and/or evict the entire group immediately. Any delay will result in

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us involving the authorities and trespassing every person on the property, as well as the loss of all rents. Additional fines or damages may be assessed after removal.

HOLD HARMLESS

iTrip, or the Owner, does not assume any liability for loss, damage, or injury to persons or their personal property. Neither does iTrip nor the Owner accept any responsibility or liability for any inconveniences, damage, loss, or injury arising from any temporary defects or stoppage in the supply of water, gas, internet, cable service, electricity or plumbing, or for any loss or damage or alteration in terms of your reservation or the use of any accommodations, amenities, or facilities that are caused by or become unavailable for use due to causes beyond its reasonable control ("Force Majeure"). Such causes may include, but are not limited to, Acts of God or public enemy, fire, strikes, lock-out, or other labor unrest, riot, explosion, civil disobedience, declared or undeclared war, revolution, insurrection, boycotts, acts of piracy, acts of terrorism, acts of public authorities, flight delays/cancellation or airport closures, governmental orders or public health emergencies regardless of whether declared by an applicable government or health agency (including governmental and agency regulations, actions or inaction), blockade, embargo, accident, epidemic, pandemic, or quarantine (including, without limitation, those caused by any illnesses, viruses, or other diseases), delay or defaults caused by public or common carriers, or any other event beyond the reasonable control of iTrip or the Owner that results in delay or inability to perform or results in a situation where it would be impractical, financially unfeasible, or commercially unviable to perform under such circumstances. No credit will be given for shortened stays due to late arrival or early departure for any reason, and no credit will be given for cancellation due to weather conditions.

DISCLAIMER OF LIABILITY

The premises, all fixtures thereon, and all property on or around the premises are provided to Tenant "as is" without any warranties of any kind. Neither iTrip Vacations nor the owner of the premises shall be responsible for any direct, indirect, consequential, or incidental damages arising out of or relating to this Rental Agreement. The use of the premises is at Tenant's own risk.

HOT TUB, POOL & PATIO

Tenant hereby acknowledges that the premises they have reserved include the Westgate community hot tubs and or pools. The undersigned agrees and acknowledges that the community hot tub, pool, and patio/deck can be dangerous areas, and the deck/patio can be slippery when wet. 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.

With full knowledge of the above facts and warnings, the undersigned Tenant and Tenant's guests accept and assume all risks involved to Tenant and all of Tenant's guests in or related to the use of the pool and patio areas. Tenant and Tenant's guests understand and agree that none of the Owner, owners' association, or iTrip Park City accepts any responsibility whatsoever in the case(s) of accident or illness while on the property.

MAINTENANCE

Please contact iTrip directly at 435-245-1713. **Do not contact Westgate staff to request general service.** Please report any maintenance needs to iTrip Park City via text at 435-990-4106, email pcreservations@itrip.net or phone 435-245-1713. We will respond as quickly as possible. **Do not contact Westgate staff to request service**. Refunds will not be made for maintenance issues including, but not limited to, heating and air conditioning, internet, resort amenities, 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.

INTERNET

The Westgate Resort and Spa provides internet access and wifi login information will be provided at the time of check in. Internet use is for tenant and occupant use only for the duration of their stay. Wireless usage is subject to the normal threats of the internet. iTrip Park City is not responsible for exposure to viruses, hacking, or any other problems associated with internet usage. We strongly suggest using a personal firewall. Availability: Wireless is offered as a convenience, and iTrip Park City does not guarantee availability or technical support. You may report availability problems by calling 435-245-1713. Outages will be reported immediately, and all efforts will be made to have services restored as soon as possible. In accessing the wireless network, you agree that you

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have read and understand this notice and that you agree to abide by such notice and release and hold harmless Park City Vacation Properties for any loss, damage, or liability that may arise out of access.

Updated: November 2020

PARKING

Parking at the premises is limited to one car at the Westgate garage on a space-available basis. Parking for additional vehicles may be available in outdoor lots.

DISCLAIMER/LIMITATION OF LIABILITY

The premises, all fixtures thereon, and all property on or around the premises are provided "as is" without any warranties of any kind. Park City Vacation Properties, Inc. 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 the premises is "at your own risk."

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

COVID-19 is an extremely contagious virus and is believed to spread mainly through person-to-person contact. 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 to eradicate the potential spread of COVID-19. We cannot guarantee that you, your children, your 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 COVID19 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. You forever release, waive, relinquish and discharge iTrip, 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. The tenant further promises not to sue the property manager, the homeowner, or any of the Representatives. 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 take steps as recommended by the CDC for minimizing the exposure of other persons to possible contagion.

APPLICABLE LAW

This Rental Agreement shall be construed in accordance with and governed by the laws of the State of Utah without regard to its conflict of laws principles. The venue for any action commenced under this Rental Agreement shall be in either Wasatch County or Summit County, State of Utah, and the tenant hereby submits to the jurisdiction of said courts.

LOCAL ORDINANCES

All County and city ordinances must be followed during rental occupancy. Non-compliance with any of these ordinances will result in eviction of the property and forfeiture of all monies paid. The tenant agrees to pay any fines the County, City, and Town levied. Further, the Tenant will be liable to the Homeowner and Agent for any and all lost rental revenues from the suspension or removal of their business licenses due to the Tenant's actions. These ordinances include but are not limited to:

Park City

https://www.parkcity.org/government/municipal-codes-ordinances-resolutions-policies-and-fees

Heber City

https://www.heberut.gov/193/Codes-Policies

Hideout

https://hideoututah.gov/hideout-town-ordinances/

This Agreement is subject to all applicable federal, state, and local laws, including but not limited to Utah Code Ann. § 57-22-1 et seq. (Utah Fit Premises Act) and any local ordinances governing short-term rentals in Park City, Utah.

TAKE TIME TO BE KIND

We aim to provide an excellent stay for all guests. While challenges may occur, we're committed to resolving them promptly. We kindly ask all guests to be courteous and respectful, especially towards our team. To prevent misunderstandings, please carefully review all provided information. For everyone's comfort, we have a zero-tolerance policy for disrespectful behavior. Guests violating this policy may be asked to leave without a refund. Let's work together to create a positive experience for all.

ADDITIONAL RULES

NO PARTIES, EVENTS, PERFORMING ARTISTS, OR BANDS ARE ALLOWED AT ANY TIME! These are cause for eviction with no refund and may damage our ability to offer the home to future guests, exposing you to liability. Please be respectful of the home's neighbors. Properties may include a noise alert monitoring system and other electronic devices to ensure that neighborhood noise and occupancy levels are respected. Do not tamper with any device. Occupancy is always limited during your stay—day or night—to the maximum number of 'sleeps' stated in the listing. Please do not invite additional people to the

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home. Tenant shall be responsible for any damages caused by third parties invited to the premises by Tenant or Tenant's guests.

PRIMARY RENTER & CURRENT PHONE NUMBER

Please ensure your mobile number (s) are current in your iTrip account. This will allow us to communicate efficiently. The person who makes the reservation must be over 25 years old and present during the entire stay. A mobile number must be provided so we can always contact the primary renter. If the HOA or city code enforcement calls us with any issues, we need to be able to contact someone onsite within 60 minutes, or guests may be liable for any fines imposed by the HOA or local government.

We recommend adding a second mobile number to your account to ensure we can always contact someone. This second number may also be used to receive door codes if the first phone dies or is left in the unit. (It happens often, and we cannot provide codes to spouses or family members for security reasons).

AREA CONSTRUCTION & SHOULDER SEASON MAINTENANCE

Please note that construction is ongoing throughout Park City and surrounding areas. Many homes are in areas where there has been intense real estate activity as well as normal off-season routine maintenance. iTrip does not get notice of construction projects, but please let us know if you encounter excessive noise. Contractors are required to obey all noise limits and working hour restrictions. If you are staying in a resort and encounter noise during quiet hours, please contact the front desk.

GARBAGE DISPOSALS

Not all food is suitable for disposing of in a garbage disposal. Do not put any chemicals, hot oil, grease, coffee grinds, pasta, bones, shells of any kind, oatmeal, nuts, onion skins, eggshells, trash, pumpkins, fibrous vegetables, lettuces, stringy vegetables, potato peel, pits, corn husks down the disposal. We check that the disposal is working before all guest arrivals. If the disposal or kitchen sink plumbing is blocked due to material put down the disposal, the guest will be responsible for the cost of the repair. If a plumber has to be called, the guest will be charged for that visit.

URBAN NOISE

Park City and its suburbs are charming places to stay. However, Park City is also growing, full of full-time residents with an infrastructure requiring routine care. There may be some noise from the service industries (snow removal, police, emergency responders, garbage collection, etc.) while they perform their civic duties. Since the mountains surround us, sound can travel very far at night. Additionally, train, airplane, road, and construction noise may be audible during your stay, depending on location, weather conditions, and wind direction. Refunds, credits, or discounts will not be provided.

EARLY CHECK-IN / LATE CHECK-OUT

Alternate arrival/departure times cannot be guaranteed. Preparing a home for arrival has many moving parts, and it heavily depends on previous check-out times, cleaning and inspection schedules, and any maintenance issues. We may consider late check-out requests (12 pm) on days when we do not have incoming guests.

ADDITIONAL TERMS AND CONDITIONS

The undersigned Tenant, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges iTrip Park City and the Owner from any and all liabilities, claims, demands, and causes of action by reason of any injury, loss or 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 iTrip Park City and the Owner free and harmless of any claim or suit arising therefrom. 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 fees and costs. Owner reserves the right to terminate this Agreement at their discretion, upon 30 days advance notice, prior to the arrival date. If any term, covenant, or condition of this Rental Agreement or the application thereof to any person or circumstances 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 this Rental Agreement shall be valid and be enforced to the fullest extent of the law.

CREDIT CARD AUTHORIZATION

I understand and consent to the use of the credit card provided without the 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

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revoked and will not terminate until 90 days after leased premises are vacated. Charges may include but are not limited to unauthorized long-distance telephone, cable, satellite TV, or internet charges, damages beyond normal wear and tear, or theft

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 look forward to hosting you during your vacation in The Canyons in Park City, Utah!

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