

iBreck Escapes, Inc. Rental Agreement

Your Breckenridge iTrip.net Operator

iBreck Escapes, Inc. / 400 North Park Avenue #10B / Breckenridge, CO 80424

Phone: (970) 715-1511 / Fax: / ibreck@itrip.net

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

This Agreement will confirm your rental of **Moonstone** for _NumNights_ nights, Maximum Number Guests: 10 as follows:

Check-In: _CheckinDate_ _CheckinTime_
Check-Out: _CheckoutDate_ _CheckoutTime_
Rental: \$ _Rental_
Fees: \$ _Fees_
Taxes: \$ _AreaTax_
Total: \$ _NetAmount_

A DEPOSIT totaling 35% of _TotalAmount_ is needed to reserve the property.
The DEPOSIT is \$ _DepositAmount_.
Payment of the deposit constitutes acceptance of this rental agreement.
The BALANCE is due 30 days before _CheckinDate_.

AGREEMENT

iBreck Escapes, Inc./iTrip Vacations Breckenridge, and the reserving guest, (Tenant) agrees as follows:
Tenant is at least twenty-five (25) years of age (hereinafter an "Adult") and will be an occupant of the unit Moonstone during the entire reserved dates.
Other authorized occupants may be family members, guests, or friends of Tenant.

CANCELLATION POLICY

You will be automatically charged the full amount of the trip using the card on file 30 days before _CheckinDate_. There are no refunds given for trips cancelled within 30 days of _CheckinDate_. Vacation Rental Insurance/CFAR "Cancel for Any Reason" Insurance is highly recommended.

FINAL BALANCE DUE

LDW

LIMITED DAMAGE WAIVER PROGRAM

- 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 \$1,950.00 aggregate per stay.
- 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.
- Definitions:** • "Covered Damage": All damages to property of the unit's owner, up to \$1,950.00 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.
- 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.
- 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.
- Fee:** \$78.00 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 \$1,950.00 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

LATE DEPARTURE FEE

10 AM Mountain Time local is check-out time. Your credit card may be charged \$100 per hour if we must compensate the incoming guests for the amount of time they have to wait, or the overtime for additional cleaners to ensure we can check in the guests at 4 PM (check-in time).

PARKING

Parking Capacity is spelled out in the property listing, guest book, and/or iTrip mobile App, and any required parking passes are located in the property in the guest books or another location that will be designated in the guest books. If instructions are not followed and signs are disregarded, we cannot be responsible for towing charges or citations issued.

1. Good Neighbor Guidelines
2. Parking Plan, including maximum number of spaces
3. Trash collection and disposal plan
4. Maximum occupancy limit for the property
5. Responsible Agent's current contact info
6. The Owner's current contact info
7. The physical address of the STR property
8. Your STR license number

ONLY FOR DOG-FRIENDLY PROPERTIES

DOG(S)

In most of our properties, dog(s) are not permitted. 2 Dog(s), and a description of dog(s) must be provided prior to/immediately after rental agreement signing. An additional dog fee will be included. For homes where dogs/pets are not permitted, if evidence of a dog/pet is found in the property or on the premises, tenant and tenant guests will be asked to vacate immediately with no refund of rental costs and may be charged a deep clean fee to the account on file.

PET POLICY: Pets are allowed only in specific units. Pets are NOT allowed in pool facilities, Main Lodge or Creekside Suites. Emotional Support animals are not recognized under Colorado Law and will incur pet fees and restrictions accordingly.

ADDITIONAL DOG RULES (IF DOG-FRIENDLY):

Tenant and guests of tenant hereby agree to comply with the following:

*Pets are NOT allowed in pool facilities. Emotional Support Animals are not recognized under Colorado Law and will incur pet fees and restrictions accordingly.

*Allowed: up to (2) Dog(s). No cats are permitted.

*Any extra cleaning or damage done by dog(s) will be deducted from the tenant's credit card on file. All dogs must comply with the following specifications (documentation from an accredited veterinarian must be provided by the tenant upon request):

*Must be up-to-date on rabies vaccinations and all other vaccinations and be able to produce such documentation while on property

*Dog(s) must always be leashed when not inside the unit.

*Tenant is responsible for cleaning up any/all pet refuse in the outdoor areas and certainly indoors.

*Dog(s) are not allowed on furniture at any time. Any evidence of pets on furniture may incur extra cleaning fees.

*Dog(s) are to be treated with updated flea and tick repellent days before arrival. Fleas and ticks are very rampant in this area and can cause harmful/fatal illnesses to humans and pets. Any extermination after departure will be deducted from the tenant's credit card.

*Dog(s) must not cause damage to premises or furnishings. If damages are caused, the cost of the damage may be deducted from the tenant's credit.

*Tenant should prevent dog(s) from producing excessive noise at a level that disturbs neighbors. Excessive noise that creates a disturbance to others will result in the tenant being asked to vacate the property with no refund.

*Dog(s) will not be left unattended for an undue length of time, either indoors or out. Dog(s) will not be left unattended on the balcony, patio, porch, or pool. Dog(s) to be crated when are at any time unattended.

* Homeowner assumes no responsibility for illness or injury that may incur to dog(s) or humans while on the premises.

Additional House Rules and Regulations:

1. Any citations issued for disturbance noise, by the town or HOA for violations of any kind, including moving or parking and trash citations issued by the HOA to tenant or their guests, the tenant will be notified, and payment for said citation(s) will be deducted from the credit card that was used at time of booking.
2. Tenant shall 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. If there is excessive cleaning necessary, we will have to charge additional cleaning
3. Tenant shall wash all dishes and shall remove all garbage from the Premises and placed in garage receptacles, which you will get information on from your property's specific instructions. If there is excessive or overflow trash and/or if the cleaning crew
4. Tenant shall not remove furnishings from the Premises, including use outdoor or in other properties.
5. Tenant and their guests or invitees shall obey all federal, the state of Colorado, and local laws at all times while they are on the Premises.
6. Failure to abide and adhere to the Rules and Regulations subject the Tenant to termination of this agreement, removal from the Premises and forfeiture of the Rental Amount.
7. If more people than the property sleeps are allowed to enter a property (i.e. for an event or party) numbers and circumstance needs to be communicated to the management company before the reservation is finalized. Otherwise, no parties or gathering
8. NO FIREARMS/WEAPONS/FIREWORKS OF ANY SORT WILL BE TOLERATED at any of our properties even if you are legally authorized to carry
9. DAMAGE CAUSED BY TENANT: Any damage to property and/ contents will be itemized and the cost for replacement and/or repair will be charged to the credit card on file. If damage to property and/or furnishings, the Tenant agrees to have any additional costs to repair or replace the damage, over and above the limited damage waiver, and to be deducted from Tenant's credit card. All of our units are non-smoking, and if the smell of smoke is detected, we have to charge your credit card \$350 to rent an ozone machine to eliminate the smell.

EQUIPMENT STORAGE

Ski/board equipment must be stored in the location designated in the guest instructions.

HAZARDOUS PRACTICES

Barbeque grills may only be used if provided by the Owner and must be used in the location provided only. No open flames (i.e., candle burning) are permitted on balconies or in the property). Do not dismantle smoke and carbon monoxide detectors as they are there for your protection. Please consider opening the sliding door when cooking to avoid accidental, activation of a smoke detector alarm.

FALSIFIED RESERVATION

Any reservation obtained under false pretense will be subject to forfeiture of the Rental Amount. Discovery of a falsified reservation less than 30 days prior to the arrival date will result in the full Rental Amount being charged with no refund.

HOUSEKEEPING

Daily maid service is available but NOT included with the rental. If you desire daily maid service, notify iBreck Escapes, Inc./iTrip Vacations Breckenridge, and such service may be able to be provided for an additional charge.

SUPPLIES

An initial setup of linens and towels is included at all properties. Starter supplies of trash liners, paper, and soaps, and household are provided. Groceries beyond the initial setup are the guests' responsibility. Linens and towels are not to be taken from the Premises or used to remove makeup. There is a \$ _CleaningFee_ one-time cleaning fee that is paid at the time of booking, and the cleaning will occur after your departure.

UTILITY OUTAGES - MAINTENANCE NEEDS

Please report any maintenance needs for the Premises to iBreck Escapes, Inc. and we will respond as quickly as possible. Refunds will not be made for maintenance issues including, but not limited to, heating, appliances, televisions, and stereos. No compensation will be given for temporary outages of utilities, including electricity, gas, water, cable, telephone service, or hot tub outages. Report outages immediately and all efforts will be made to have them restored as soon as possible. No compensation will be offered for issues that go unreported until after departure.

KEYS/KEYLESS ENTRY

Please read your arrival email sent from ibreck@itrip.net for specific access instructions. If the property is equipped with an electronic keyless entry unit, you will receive the password and operating instructions prior to your arrival. All keys are to be returned to the location they were found in upon checkout. Tenants not returning keys or garage door openers will be charged \$150.00 per key/opener on the credit card on file for this reservation.

ENTRY BY iTrip iBreck Escapes, Inc.

iBreck Escapes, Inc. will attempt to contact you in case an emergency requires us or the Homeowners Association to enter.

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 and accepted responsibility for payment. 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: unauthorized long-distance telephone, cable, satellite TV or internet charges, damages beyond normal wear and tear.

OPT-IN TO GUEST SERVICE TEXTS

I understand that iTrip Breckenridge will be texting me on arrival as a way of staying in touch during the trip on potential issues. I am NOT opting in for marketing purposes.

HOLD HARMLESS

Tenant shall release iBreck Escapes, Inc. and the Owner and indemnify and hold them harmless from any and all claims for liability, loss, damage, or injury to persons or their personal property. The Premises, all fixtures thereon, and all property on or around the Premises are provided "as is" without any warranties of any kind. Neither iBreck Escapes, 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."

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 Breckenridge, Colorado!

Sandy Steadman Owner / Manager iBreck Escapes, Inc.

Executed this ___ day of _____, 20__ by:

Tenant

Manager iBreck Escapes, Inc.