

iTrip Rental Agreement

iTrip Colorado Springs / 6510-A S Academy Blvd - PMB 102 / Colorado Springs, CO 80906

Phone: / Fax: / cosprings@itrip.net

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

This Agreement will confirm your rental of Deer Ridge 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 Colorado Springs, the Agent of the Owners, and Tenant agree as follows:

Tenant will be an occupant of the unit Deer Ridge throughout and only during the Rental Term. Tenant will not exceed the maximum number of persons reported on the reservation to stay in the Premises during the Rental Term, all of whom must be family members or friends of Tenant. Rates are based on occupancy and the under reporting of occupants is not allowed. Use of the Premises by any other persons during the Rental Term shall result in automatic termination of Tenant's right to use the Premises, without any refund. No key or lock code will be issued to anyone who is not an adult.

RESERVATIONS

If this Rental Agreement is signed prior to the year in which the Rental Term occurs, iTrip reserves the right to increase the rent to the lowest advertised rate applicable to the year in which the Rental Term occurs.

Tenant may check into the Premises not earlier than _CheckinTime_ on the first day of the Rental Term and must completely vacate the Premises no later than _CheckoutTime_ on the last day of the Rental Term.

EARLY CHECK IN

Early check in **may** be available for your stay for a \$50 service fee to change door codes and re-schedule inspections and housekeeping staff. Please contact us at (719) 966-4379 or cosprings@itrip.net to make arrangements **the day before your arrival date** so that we have ample time to coordinate with our staff. We will not be able to coordinate an early check-in on the same day of your arrival.

DEPOSIT

A deposit equal to 35% of the total rent due for the Rental Term is due with acceptance of this Rental Agreement. Payment of deposit shall be deemed as acceptance of this Rental Agreement by Tenant. Payment may be made by wire transfer, certified check, or major credit card. Personal checks may be accepted in iTrip's discretion, but if funds are not credited to iTrip's account within ten days of depositing the check, iTrip may cancel Tenant's reservation. The deposit amount is \$ _DepositAmount_.

BALANCE

The balance of the total rent and damage deposit (the "Damage Deposit") is due 30 days prior to the first day of the Rental Term (the "Arrival Date"). The balance is due on _BalanceDueDate_. If that amount is not credited in full to iTrip's account by the date that is 30 days prior to the Arrival Date, iTrip may terminate this Rental Agreement and Tenant's right to possess the Premises, in which case Tenant's deposit will be refunded less a \$150.00 administrative fee. Damage Deposit will be refunded within 10 days of the end of the Rental Term, less any amounts required to repair the Premises for damage caused by Tenant.

CANCELLATION POLICY

In the event that you must cancel your reservation, please be aware that there is a \$150.00 administrative fee for all cancellations. Cancellations must occur at least 30 days prior to arrival date in order to receive a refund. If cancellation occurs 30 days or more prior to arrival date all monies less the administrative fee will be refunded. If cancellation occurs 14 to 29 days prior to arrival date, 50% of the amount paid less the administrative fee will be refunded. 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 unless authorities request mandatory evacuation. Vacation Insurance is recommended

FALSIFIED RESERVATION

Any reservation obtained under false pretense will be subject to forfeiture of reservation deposit, Damage Deposit, and/or balance of rental payment.

CREDIT CARD AUTHORIZATION

Tenant understands and consents to the use of the credit card provided without original signature on the charge slip. Tenant understands that by "clicking" that Tenant has read the terms and conditions of this Rental Agreement, Tenant is bound by this Rental Agreement. Tenant is authorizing iTrip to use Tenant's credit card and may not revoke that authorization until 90 days after the later to occur of the end of the Rental Term and the date on which the Premises are vacated. Charges may include but not limited to: unauthorized cable, satellite TV or internet charges, damages beyond normal wear and tear.

HOLD HARMLESS

Neither iTrip nor Owner assumes any liability for loss, damage, or injury to persons or their personal property. Tenant hereby holds harmless and indemnifies iTrip and Owner from any and all claims, expenses, and liabilities related to Tenant's rental or occupation of the Premises, regardless of the cause thereof.

FAMILY RENTAL ONLY

Tenant warrants and represents that Tenant is at least 25 years of age and that no persons under the age of 25 will be in the Premises during the Rental Term unless there is also an adult over the age of 25 in the Premises at the same time. The entire Damage Deposit will be forfeited if Tenant violates this requirement.

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 excepted. 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 Premises and placed in outside receptacles.
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. The Pet Policy must be observed. Pets are allowed on the Premises per the guidelines shown herein.
7. Smoking is not allowed in the Premises.
8. No open flames or burning with the exception of the gas and charcoal grills located outside on the deck.
9. Reservations are not made by or for a minor, defined as any person under the age of twenty-five (25).
10. 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 the Rental Agreement to be terminated, in which case Tenant shall forfeit all rents, cleaning fees, and Damage Deposits.
11. Tenant is responsible for repairing all damages including damage caused by pets in the home.

SLEEPING CAPACITY/DISTURBANCES

Tenant and all other occupants will be required to vacate the Premises and forfeit the rental fee and Damage Deposit for any of the following: Occupancy exceeding the reported number of guests in the reservation, using the Premises for any illegal activity, causing damage to the Premises or to any of the neighboring properties, and any other acts which interferes with neighbors' right to quiet enjoyment of their property.

SMOKING

Smoking of tobacco or any other substances is strictly prohibited in the home. Smoking is allowed on the deck and outside the home. Proper disposal of cigarette butts is required. Tenant's Damage Deposit will be forfeited and Tenant will incur an additional charge for cleaning and deodorizing if any evidence of smoking in the home is found.

PETS ALLOWED FOR FEE

Dogs are allowed on and in the Premises for a fee of \$30 per day. Two (2) dogs maximum. No drooling breeds, please. Weight limit 40 pounds. Tenant shall supervise pets at all times and will not allow pets to leave the property or encroach the adjoining private property. Leashes are required on Dogs when off property due to local ordinances. Pets are not allowed on the furniture and please clean up after your pets. If evidence of pet(s) damage or pet(s) waste is found after check out, the security deposit will be forfeited. There is no fee for service animals that are approved in writing by iTrip prior to the Rental Term.

FIRE DANGER AWARENESS

Tenant is informed and acknowledges that the property is located in a high-risk fire area. Tenant is notified that dry conditions and high mountain winds make fire a constant danger.

No open flames of any kind are permitted on the property or in any vehicles on the property. Cookouts, campfires, firebowls, bonfires, chimineas, charcoal grills and the like are expressly prohibited.

If this fire clause is violated by Tenant or Tenant's party, Tenant is in breach of this contract.

Exceptions: the gas and charcoal grills on the deck of the property. Tenant assumes all liability associated with the operation of these grills and agrees to hold iTrip and Owner harmless for all liabilities associated with Tenant's choice to operate them.

Tenant assumes all liabilities associated with choosing to stay in a high-risk fire area and agrees to hold iTrip and Owner harmless for any liabilities associated with fire on or near the property. iTrip and Owner have provided Tenant with information sources that Tenant can use to determine if there is a fire near the Premises. Tenant shall not rely on iTrip or Owner for information regarding the status of fires in the area. Tenant acknowledges that any information provided by iTrip and Owner relating to fires may be unreliable -- specifically, such information may be inadequate, incomplete, biased, untimely, or incorrect.

WILDLIFE

Because this property is located in the Pike National Forest area, Tenant is advised that there may be bear, coyote, rattlesnakes and mountain lions on or near the property.

Tenant shall not leave out garbage or other items that may attract wildlife. Tenant is advised to keep children and pets safe. Tenant agrees to assume all liabilities related to wildlife and to hold iTrip and Owner harmless for any and all claims related to wildlife.

WINTER ADVISORY

Please be aware that this home is located in a mountainous environment and winter driving conditions may exist. All wheel drive vehicles are recommended during winter months (October - April).

PARKING

Parking is limited to the drive-way only.

LOCK CODES/KEYS

Electronic lock codes will be provided prior to check-in.

UTILITIES

No compensation will be given for temporary outage of electricity, gas, water, cable, or telephone service. Outages will be reported immediately and all efforts

will be made to have them restored as soon as possible.

TELEPHONES

There is no land-line telephone in the Premises.

HOUSEKEEPING

There is **no daily maid service**. Linens and towels are included and not to be taken from the Premises. An initial setup of trash liners, bathroom paper, soap is provided. There is a \$ _CleaningFee_ one-time cleaning fee payable prior to the beginning of the Rental Term, which is not refundable. Additional cleaning fees will be due in the event that cleaning involves more than ordinary and expected tasks.

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.

GAS GRILL

A gas grill is provided. Propane is the responsibility of the guest. Please clean the grill for the next arriving guests.

USE OF EXERCISE EQUIPMENT

Neither iTrip nor Owner assumes any liability for loss, damage, or injury to persons or their personal property. Tenant hereby holds harmless and indemnifies iTrip and Owner from any and all claims, expenses, and liabilities related to Tenant's use of the exercise equipment, regardless of the cause thereof.

MAINTENANCE

Please report any maintenance needs for the Premises to iTrip by calling 719-966-4379. Refunds will not be made for maintenance issues including, but not limited to heating and air conditioning, appliances, televisions, and stereos.

ENTRY BY OWNER

iTrip and the owner of the Premises ("Owner") 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. iTrip will provide Tenant with at least 24 hours' notice of such entry (except in the case of an emergency).

TRAVEL PROTECTION

Vacation Rental Insurance has been made available with your reservation. Vacation Rental Insurance provides coverage for prepaid, nonrefundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. We strongly recommend you purchase this valuable protection. Separate terms and conditions apply, read your Description of Coverage/Policy carefully and contact Play Travel Protection at (833) 610-0736 with coverage questions.

ADDITIONAL TERMS AND CONDITIONS

The undersigned Tenant, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Owner and iTrip 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 Tenant or any of his/her guests as a result, or in connection with the occupancy of the Premises and agrees to hold Owner and iTrip 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 upon their discretion at any time.

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 the Rental Agreement to be terminated, in which case Tenant shall forfeit all rents, cleaning fees, and Damage Deposits.

Please remember that you are renting a private home. Please treat it with the same respect you would like shown in your own home.