

iTrip Rental Agreement

Price Morgan Vacation Rentals, LLC

205 Powell Place Suite 309

Brentwood, TN 37027

Phone: (850) 588-1007 / Fax: / panamacity@itrip.net

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

This Agreement will confirm your rental of Gulf view, resort condo with pools, beach access, gym and on site dining for _NumNights_ nights as follows:

Check-In: _CheckinDate_ _CheckinTime_
Check-Out: _CheckoutDate_ _CheckoutTime_
Rental: \$ _Rental_
Fees: \$ _Fees_
Taxes: \$ _AreaTax_
Total: \$ _NetAmount_
Security Deposit: ... \$ _RefundableSecurityDeposit_
Initial Payment: \$ _DepositAmount_ (due _DepositDueDate_)
Balance: \$ _BalanceAmount_ (due _BalanceDueDate_)

AGREEMENT

Price Morgan Vacation Rentals, LLC, the Agent of the Owners, and Tenant agree as follows: Above Tenant is at least eighteen (18) years of age (an "adult") and will be an occupant of the unit Gulf view, resort condo with pools, beach access, gym and on site dining during the entire reserved dates. In addition to the Tenant, other authorized occupants may be family members or friends of the 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, the Tenant shall vacate the premises immediately without any refund. No key will be issued to anyone who is not an adult.

Florida Laws Tenant and any guest of Tenant shall obey all laws of the state of Florida, as well as local laws, at all times while they are on the premises. Failure to abide by the laws of Florida or the above rules may cause tenants to be asked to vacate the premises and forfeit all rent and security/damage deposits.

Parking Passes: You will receive specific parking pass instructions and costs per property. Any passes provided above the standard amount will be charged to you by Price Morgan Vacation Rentals.

ADDITIONAL HOUSE RULES:

By electronically signing the rental agreement on this website (or clicking the agree button), you have agreed to follow the below house rules. If any of the following rules are broken, your party will be evicted immediately with no refund.

- Firearms or weapons of any kind in the unit are prohibited.

- Drugs that are illegal in the State of Florida are prohibited.
- Smoking anything inside the rental unit is prohibited. If smoking is detected after departure, a \$250 fine will be assessed.
- Quiet hours are from 10 pm to 8 am CST. The first complaint of excess noise will be cause for eviction.

SLEEPING CAPACITY/DISTURBANCES

Tenant and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following: Occupancy exceeding the sleeping capacity of THE EXACT BEDDING OF THE UNIT, using the premises for any illegal activity, causing damage to the premises rented or to any of the neighboring properties and any other acts which interfere with neighbors' right to quiet enjoyment of their premises.

CHECK OUT INSTRUCTIONS

Load & start the dishwasher

Take out all trash

Make sure you take all cell phone chargers & personal belongings!

RESERVATIONS

may be placed up to two (2) years in advance but are subject to the rates in effect for the year said reservations are placed. All times are Central Standard Time and currency is USD unless otherwise noted. While every effort will be made to have the unit available for check-in at _CheckinTime_, during high season cleaning crew may require additional cleaning time, and check-in may be delayed up to 5 pm. Reservations will be held for seven (7) days. If the signed rental agreement and payment are not received within a seven (7) day period from the date of the Tenant's signature, the reservation will be canceled.

INITIAL PAYMENT DUE AT BOOKING

The initial payment totaling 15% of the agreed-upon Total Balance is due with the acceptance of the rental agreement. THIS AMOUNT IS THE INITIAL PAYMENT TO SECURE YOUR RESERVATION AND IS NOT A REFUNDABLE DEPOSIT. Payment shall be deemed as acceptance of this rental agreement. THIS PAYMENT IS NOT REFUNDED AFTER YOUR STAY. Payment may be made by debit card or major credit card. The initial payment amount is \$_DepositAmount_.

FRAUD PROTECTION:

If you are booking within 3 days of your arrival date, you may be asked to provide a copy of your ID and the credit card you are using to pay. The name on the reservation, the name on the ID, and the name on the credit card must match. This is to protect your identity. We will be contacting you to give you a secure method to provide this information. Because we are self-check-in, for your security we verify your card is safely in your hands and not someone else's.

BALANCE

Balance is due 30 days before the arrival date. If you are making the initial reservation within 30 days of arrival, the full amount is due at the time of booking. The balance is due on _BalanceDueDate_. We automatically include a \$69 non-refundable Limited Damage Waiver in your total. This serves as an alternative to paying a damage deposit that is refunded a minimum of 30 days after departure. If you remove that during the booking process, a \$250 refundable deposit will be added to your total. This amount will be refunded within 7 -10 days of checkout pending inspection by the cleaning team. Tenant assumes responsibility for all damages to the unit, damages exceeding the Limited Damage Waiver or security deposit. The amount will be charged to the tenant's credit card or billed to the tenant.

CANCELLATION POLICY

If you must cancel your reservation, please be aware that cancellations must occur at least 30 days before the arrival date. If cancellation occurs 30 days or more before the arrival date all monies will be refunded except for a \$100.00 administrative fee. Guests who cancel within 30 days of arrival will receive no refund. There will be no refund for early departure unless authorities issue mandatory hurricane evacuations and/or travel bans for Panama City Beach, Florida. During the booking process, you will be offered Travel Insurance. We recommend you get it. If all possible get the Cancel For Any Reason policy. If you have purchased travel insurance and need to cancel your reservation, then please contact RentalGuardian for any Policy & Coverage questions: [**\(833\) 610-0736**](tel:8336100736) (Monday-Friday).

HAZARDOUS PRACTICES

No barbeque grills of any kind are permitted on balconies or in the unit. No open flames ie. Candle burning is permitted on balconies or in the unit. Do not dismantle smoke detectors as they are there for your protection. Use the overhead stove fan when cooking to avoid accidental, activation of the smoke detector alarm.

ABSOLUTELY NO PETS

except for Service Animals are allowed. If evidence of a pet(s) is found in the unit or on the premises you will be asked to vacate immediately with no refund of rent.

FAMILY RENTAL ONLY

Reservations made for teenagers or young single groups will not be honored without any accompanying adult staying in the unit at ALL times. All guests must be 25 or older unless their parents are in the condo. Any violators will be evicted according to Florida Statute 508.141 with forfeiture of all monies.

FALSIFIED RESERVATION

any reservation obtained under false pretense will be subject to forfeiture of the reservation deposit, damage deposit, and/or balance of rental payment.

HOUSEKEEPING

There is no daily maid service. Linens and towels are included and are not to be taken from the unit. An initial setup of trash liners, bathroom paper, and soap is provided. There is a \$_CleaningFee_ one-time cleaning fee. Additional cleaning fees will be due if cleaning involves the removal of excessive sand.

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.

DOOR CODE

You will receive an email 2 weeks before arrival with your door code. You will go straight to your rental. The code will start working at exactly 4 pm on the day of arrival.

PARKING PASSES

Parking passes will either be in your unit upon your arrival or instructions on how to register for them will be in your check-in email sent to you 7 days before arrival.

NONSMOKING RENTALS

No SMOKING inside at any time. IF THERE IS ANY EVIDENCE OF GUESTS SMOKING IN THE RENTAL THERE IS A 250.00 FINE. You will also incur an additional charge for carpet cleaning and deodorizing if any evidence of smoking is found.

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 Owners intent to enter (except in the case of an emergency).

HOLD HARMLESS

iTrip or the Owner, does 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, damage, loss, or injury arising from any temporary defects or stoppage in the 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.

POOL & PATIO

Tenant hereby acknowledges that the premises they have reserved include a community pool and the undersigned agrees and acknowledges that the community pool and patio/deck can be dangerous areas, that the deck/patio can be slippery when wet, and that injury may occur to anyone who is not careful. With full knowledge of the above facts and warnings, the undersigned Tenant accepts and assumes all risks involved to Tenant and all of Tenant's guests in or related to the use of the community pool and patio areas.

MAINTENANCE

Please report any maintenance needs for the premises to us and we will respond as quickly as possible. Refunds will not be made for maintenance issues including, but not limited to heating and air conditioning, appliances, televisions, and stereos.

LINENS/TOWELS/SUPPLIES

The owners furnish linens and towels. Any lost or damaged linens will be deducted from your deposit. An initial supply of paper products is provided. Extra items needed are the responsibility of the Tenant. Limited cleaning supplies may be provided. We recommend that you bring any special items that you may need.

TELEPHONES

are not provided.

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

ADDITIONAL TERMS AND CONDITIONS

The undersigned Tenant, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges the Owner from all liabilities, claims, demands, and causes of action because 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 attorney's fees and costs. Owner reserves the right to terminate this Agreement upon their discretion at any time.