

# Vail Vacation Properties, LLC / iTrip Rental Agreement

iTrip Vail Vacation Properties, LLC / 2111 N Frontage Rd. W Suite H / Vail, CO 81657

Phone: (970) 390-5390 / Fax: / mountains@itrip.net

**Tenant:** \_TenantName\_ **Phone:** \_TenantPhone\_ **Email:** \_TenantEmail\_  
**Address:** \_TenantStreet\_ \_TenantCity\_, \_TenantState\_ \_TenantPostal\_

This Agreement will confirm your rental of Lodge at 100 W Beaver Creek Blvd 805 for \_NumNights\_ nights as follows:

**Check-In:** ..... \_CheckinDate\_ \_CheckinTime\_

**Check-Out:** ..... \_CheckoutDate\_ \_CheckoutTime\_

**Rental:** ..... \$ \_Rental\_

**Booking Fee** ..... \$ \_ProcessingFee\_

**Departure Cleaning...** \$ \_CleaningFee\_

**Limited Damage Waiver** \$88.00

**Housekeeping services** \$ \_AmenityFee\_

**Taxes:** ..... \$ \_AreaTax\_

**Total:** ..... \$ \_NetAmount\_

**Security Deposit:** ... \$ \_RefundableSecurityDeposit\_

**Deposit:** ..... \$ \_DepositAmount\_ (due \_DepositDueDate\_)

**Balance:** ..... \$ \_BalanceAmount\_ (due \_BalanceDueDate\_)

## AGREEMENT

Vail Vacation Properties, LLC., 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 property Lodge at 100 W Beaver Creek Blvd 805 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.

## RESERVATIONS

All times are Mountain Standard Time and currency is USD unless otherwise noted. While every effort will be made to have the property available for check in at \_CheckinTime\_, during high season a 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 signed rental agreement and payment are not received within a seven (7) day period from the date of the reservation request, the reservation will be cancelled.

## DEPOSIT

A deposit totaling \$ \_DepositAmount\_ is due with acceptance of rental agreement. Payment of deposit shall be deemed as acceptance of this rental agreement. Payment may be made by traveler's checks, bank money order, wire transfer, certified check or major credit card. Personal checks will be accepted upon approval; if funds are not credited within Ten days booking will be cancelled.

## BALANCE

Balance is due 30 days prior to arrival date, \_BalanceDueDate\_. Payment may be made by traveler's checks, certified check or major credit card. Personal

checks will be accepted upon approval; if funds are not credited within seven days booking will be cancelled; if this happens, deposits will be refunded less a \$250.00 administrative fee.

#### CANCELLATION POLICY

In the event that you must cancel your reservation, please be aware that cancellations must occur at least 30 days prior to arrival date. If cancellation occurs 30 days or more prior to arrival date all monies will be refunded with the exception of a \$100.00 administrative fee. **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. Vacation Insurance is recommended. Note: All advance deposits shall each be held in a non-segregated Escrow Account by Vail Vacation Properties and no interest shall be paid on returned funds.

#### VACATION RENTAL INSURANCE-CSA

Vacation Rental Insurance has been made available with your reservation. Vacation Rental Insurance reimburses for pre-paid, non-refundable 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. If declined, you acknowledge you have read and understand our cancellation policy and choose not to purchase Vacation Rental Insurance on behalf of all occupants.

#### CHECK IN / OUT POLICIES

Check in time is 4:00pm. You may call or text the day of arrival to check if the property will be ready sooner. Note that the property is not guaranteed to be ready until 4:00pm. If you are arriving sooner, please make prior arrangements for your luggage, etc. Not all properties have a storage area or lobby. Check out is at 10:00am. The evening before your departure, you may call or text to inquire if a later check out time can be accommodated. If we have the ability, we will approve your request.

#### HOUSEKEEPING SERVICES

**Departure cleaning service is required and a fee has been included in your reservation.** All stays of 7-10 nights will receive a mid-stay cleaning which is included in the rental. For longer stays (over 10 nights), mid stay cleaning services are not included in the rental but may be purchased. We provide a starter of fine soap, shampoo and body lotion. We do not restock these amenities during your stay so please plan accordingly. Each bathroom is stocked with 4 sets of towels. Used towels will be replaced during your midweek clean, if applicable. Additional towels can be provided for a fee of \$8.00 per bathroom. Daily or additional housekeeping service is available to the guest at an additional charge. (These additional requested cleans will not be scheduled on Sundays or Holidays.) Please note our housekeepers drive to each of our properties, and are not located on-site. If housekeeping is turned away by your party on their scheduled day & time, there will be a fee for housekeeping to return at another time. There is no guarantee that housekeeping will be able to return on that same day. Housekeeping will arrive between the hours of 9:00am and 5:00pm. For winter reservations, if you are interested in knowing which day your mid stay clean will be please call our office.

#### ABSOLUTELY NO PETS

Pets are not allowed in any residence. 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. A minimum of \$500 will be charged if pets or evidence of pets are discovered.

#### NONSMOKING UNIT

Smoking is strictly prohibited. Your damage deposit will be forfeited and you will incur an additional charge for carpet cleaning and deodorizing if any evidence of smoking is found. A \$350 fee may be charged for Ozonation if smoking in the unit is detected.

#### ENTRY BY OWNER

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. Owner will provide renter with at least 24 hours notice of Owner's intent to enter (except in the case of an emergency).

#### 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, 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 interferes with neighbors' right to quiet enjoyment of their premises. Each home has an occupancy level based on actual bedding. Some homes can accommodate additional people for an additional \$35 per night.

#### PARKING

Properties have limited parking spaces and availability. Please visit our website for parking accommodations for the property, or call | text our office for more information prior to your arrival.

#### INTERNET

If you rely upon internet & wifi service, please keep in mind to provide for your own hotspot/wifi connection. We rely solely upon local service providers so the timing of servicing for an outage/equipment failure is at their discretion, though they attempt to be as prompt as possible.

#### MAINTENANCE

Please report any maintenance needs for the premises to Vail Vacation Properties, LLC. 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.

#### EMAIL CONSENT

By providing your email you are giving iTrip Vail - Beaver Creek consent to provide their services and communicate with me via mobile phone, messages, e-mail and any kind of online communications, provided that these communications comply with privacy regulations.

#### TEXTING CONSENT

By providing your phone number you are giving iTrip Vail - Beaver Creek consent to provide their services and communication with me via text messages, provided that these communications comply with privacy regulations.

#### LIMITED DAMAGE WAIVER PROGRAM

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- 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 \$2,200.00 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 \$2,200.00 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:** \$88.00 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 \$2,200.00 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

**HOLD HARMLESS**

Vail Vacation Properties, LLC. or the Owner, does not assume any liability for loss, damage or injury to persons or their personal property. Neither does owner accept any liability for any inconveniences, 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.

**DISCLAIMER/LIMITATION OF 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 Vail Vacation Properties, LLC. 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."

**ADDITIONAL TERMS AND CONDITIONS**

The undersigned Tenant, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Owner 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 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.

**APPLICABLE LAW**

This Rental Agreement shall be construed in accordance with and governed by the laws of the State of Colorado without regard to its conflict of laws principles. Venue in any action commenced under this Rental Agreement shall be in the County of Eagle, State of Colorado and Tenant hereby submits to the jurisdiction of said courts.