

iTrip Rental Agreement

iTrip iTrip Tampa / 901 34th Ave N #7424 / St Pete, FL 33704

Phone: (813) 524-5188 / Fax: / Tampaguest@itrip.net

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

This Agreement will confirm your rental of Waterfront Oasis with Pool and dock 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 Tampa, 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 Waterfront Oasis with Pool and dock 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

Reservations may be placed up to one (1) year in advance, but are subject to the rates in effect for the year said reservations are placed. All times are Eastern 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.

DEPOSIT

A deposit totaling 25% of the agreed upon Total Amount is due with acceptance of rental agreement. Payment of deposit shall be deemed as acceptance of this rental agreement. The deposit amount is \$ _DepositAmount_.

BALANCE

Balance is due 30 days prior to arrival date and includes a refundable damage deposit. The balance is due on _BalanceDueDate_. Payment may be made by traveler's checks or certified check or major credit card. If funds are not credited within seven days booking will be cancelled; if this happens, deposits will be refunded less a \$100.00 administrative fee. Damage deposit will be refunded within 7 -10 days of checkout pending inspection by cleaning firm.

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. If cancellation occurs 14 days or more prior to arrival date 50% of monies will be refunded with the exception of a \$250.00 administration fee. GUESTS THAT DO NOT CANCEL WITHIN THE 14-DAY TIME FRAME WILL BE CHARGED THE FULL AMOUNT (INCLUDING FEES). There will be no refund for early departure unless authorities request mandatory hurricane evacuation. Vacation Insurance is recommended.

HAZARDOUS PRACTICES

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

NO PETS

If evidence of a pet(s) is found in the unit or on the premises, then the Tenant and all guests will be asked to vacate immediately with no refund of rent or damage deposit. Unauthorized Pets on the property subject the Tenant to a \$500 fine (pre-approved service dogs are accepted).

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. We require at least one member of the party to be 25 (twenty-five) years of age! Any violators will be evicted according to Florida Statute 508.141 with forfeiture of all monies.

POOL & PATIO

Tenant hereby acknowledges that the premises they have reserved includes a private pool and the undersigned agrees and acknowledges that the 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 pool and patio areas. No jumping or diving into the pool. Tenant and guests must follow all posted rules.

GROUP SIZE

The maximum number of occupants allowed per property is listed in the property description. Maximum capacity applies to any given time, such as during a gathering of people at the property that includes guests that are not staying overnight. In the event that the maximum capacity has been exceeded, occupancy may be terminated without a refund.

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

There is **no daily maid service**. Linens and towels are included and not to be taken from the unit. An initial setup of trash liners, bathroom paper, soap is provided. There is a \$_CleaningFee_ one time cleaning fee. Additional cleaning fees may be required for stays of 14 days or longer.

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.

KEYS / DIGITAL ACCESS CODE

You will obtain your digital code with check in message. Keys are available in the event digital code fails.

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. Or you will be billed a \$500 penalty for violating the Smoking Policy. Smoking includes all forms of tobacco, cigarettes, pipes, cigars, e-cigarettes, marijuana, vaping, etc.

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

RULES AND REGULATIONS

1. PLEASE no parties, **we want you to enjoy each other and have a great time but disruptive parties are not permitted. Observation of quiet hours (10p - 8a) must be observed. Loud music and outdoor entertainment are prohibited. This is a residential neighborhood and the authorities will be called if you cause a disturbance.** Please be respectful.
2. 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 FL or the above rules may cause tenant to be asked to vacate the premises and forfeit all rents and deposits.**
3. Pets not permitted. If unapproved pets are present you will be charged an additional fee for cleaning.
4. Please only park in the location designated in your check in procedures, failure to park in the designated location could result in your car being towed.
5. Treat this home as if it were your own, please report damages to your host immediately. If damages are determined to be caused by tenant misuse, it may result in fees to make repairs.

6. Smoking of any kind (cigarettes, marijuana or vaping) is not allowed in the unit and if detected there will be a \$500 charge.
7. Tenant agrees to leave the premises and its contents in the same condition, neat, clean, and tidy, as Tenant found the premises to be upon move-in. Normal wear and tear is expected however excessive dirt on floors, rugs or furniture may require additional cleaning and charges will apply.
8. Please only flush toilet paper in the toilets, flushing anything like feminine products, wet wipes, plastic, etc... could result in a back up and potential fees charged at the end of your stay, please report plumbing issues to your host immediately.
9. If towels are stained, there will be a charge per towel upon checkout.
10. Furnishings are not to be removed from the premises for use outside or in other properties.
11. Reservations are not made by or for a minor, defined as any person under the age of 25.
12. Tenant hereby acknowledges that the premises they have reserved includes a pool & the undersigned agrees / acknowledges that the pool & patio/deck can be dangerous areas. The patio/deck can be slippery when wet and injury may occur to anyone who is not careful. With full knowledge of the above facts & warnings, the undersigned Tenant and guests of tenant accepts / assumes all risks and holds host and owner harmless. No jumping or diving into the pool. Tenant & guests must follow all posted rules.

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 8 people,
- 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.**

Properties are monitored by the Noise-Aware System for verification of an issue. Parties are not allowed and if found, will be required to depart the premises and a \$500 penalty will be assessed. This includes family gatherings. Property Occupancy shall not exceed the maximum # of persons allowed to sleep on the property.

HOLD HARMLESS

None of iTrip Vacations Tampa, or the Owner of the premises assume any liability for (i) loss, damage or injury to persons or their personal property that occurs during their stay on the premises; (ii) any inconveniences, damage, loss or injury arising from any temporary defects or stoppage in supply of water, gas, cable service, electricity or plumbing or (iii) any inconveniences, damage, loss or injury arising from or due to weather conditions, natural disasters, acts of God or other reasons beyond their control. This includes the use of any amenities that could include, hot tub, pool, bicycles, wagon, games, BBQ, appliances, fire pit, etc.

MAINTENANCE

Please report any maintenance needs for the premises to the 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 (beach towels where applicable). Makeup towels are provided. Any lost or damaged linens / towels will be deducted from your deposit or billed to you. 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.

PARKING

at the premises is limited to two cars. No boats, jet skis, trailers or RVs.

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 \$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 \$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:** \$29.00 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 \$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

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.

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 of this property, I am bound by this agreement, I have signed "electronically, 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.

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