

# iTrip Central Arkansas Rental Agreement

iTrip iTrip Central Arkansas / 21 Inverness Circle / Little Rock, AR 72212

Phone: (501) 241-4065 / Fax: / centralarkansas@itrip.net

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

This Agreement will confirm your rental of \_Moonlight Baydream\_ 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 Central Arkansas, as owners & operators of iTrip Central Arkansas and the agent (the "Agent") of the owners of the rental unit located at 1105 Lakeshore Dr, Hot Springs, AR 71913 (Moonlight Baydream), 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 located at 1105 Lakeshore Dr, Hot Springs, AR 71913 (Moonlight Baydream) 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 or door code will be issued to anyone who is not an adult.

## RESERVATIONS

Reservations for the unit may be placed up to two (2) years in advance, but are subject to the rates in effect for the year said reservations are to be used. 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 5:00 pm. Reservations will be held for 24 hours. If a signed Rental Agreement and payment are not received within a 24-hour period from the date the reservation is made, the reservation will be cancelled.

## DEPOSIT

A deposit totaling 35% of the agreed Total Amount is due with the acceptance of the Rental Agreement. Payment of the 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 of the Agent's receipt of the personal check, then the reservation will be canceled. The deposit amount is \$\_DepositAmount\_.

## **BALANCE**

The balance of funds owed for the reservation is due 60 days prior to the arrival date and may include a refundable damage deposit. The balance is due on \_\_BalanceDueDate\_. Payment may be made by traveler's checks or certified checks or major credit cards. Personal checks will be accepted upon approval; if funds are not credited within seven days of the Agent's receipt of the personal check, then the reservation will be canceled and deposits will be refunded to the Tenant less a \$250.00 administrative fee. The damage deposit will be refunded within 7 -10 days of checkout pending inspection by the 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 the arrival date. If cancellation occurs 30 days or more prior to arrival date all monies will be refunded with the exception of a **\$250.00** administrative fee. **GUESTS THAT DO NOT CANCEL MORE THAN 30 DAYS PRIOR TO THE CHECK-IN DATE WILL BE CHARGED THE FULL RENTAL AMOUNT (INCLUDING FEES)**. There will be no refund for early departure. Vacation Insurance is recommended. Refunds are NOT given for inclement weather, hurricane evacuations (whether mandatory or otherwise), restricted access to resort or barrier islands, earthquakes, road or airport closings, or late arrivals ("Events"). We strongly recommend that you purchase travel insurance and by proceeding with the reservation without buying insurance you specifically acknowledge that this is a rental home and it is not a hotel and that further, you agree to pay all rental amounts due in the event of such an Event occurring.

## **HAZARDOUS PRACTICES**

No barbeque grills of any kind are permitted on balconies or in the unit. No open flames (i.e., candle burning) are 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**

Unless the rented property is advertised as pet friendly and Tenant contacted the Agent about a pet in advance of the arrival date, then absolutely no pets are allowed. If evidence of a pet(s) is found in the unit or on the premises, then Tenant and all guests will be asked to vacate immediately with no refund of rent or damage deposit. Pets on the property subject the Tenant to a \$500 fine (pre-approved service dogs are accepted).

## **GROUP SIZE**

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 with forfeiture of all monies.

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.

Parties are prohibited. You will be fined \$1000 and have your reservation canceled.

## **FALSIFIED RESERVATION**

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

## **HOUSEKEEPING**

There is no daily maid service. Nevertheless, if you desire daily maid service, then notify iTrip Central Arkansas and such service can be provided at a daily fee. Linens and towels are included and are not to be taken from the unit. An initial setup of trash liners, toilet paper and soap is provided.

There is a \$ \_CleaningFee\_ one-time cleaning fee. Additional cleaning fees will be due in the event that cleaning involves beyond normal measures of cleaning. Pictures will be submitted of negative behavior along with the additional fees. Negative behaviors include parties, excessive trash, excessive debris, excessive moving of furniture, etc.

## **UTILITIES**

No compensation will be given for a 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**

Arrangements will be made in advance for transfer of property keys or key codes on day of check-in. If the property is equipped with an electronic keyless entry unit, then you will receive the password and operation instructions prior to your arrival.

## **NONSMOKING UNIT**

Smoking of tobacco and or marijuana is strictly prohibited inside of the unit. 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. Evidence of smoking in the property is an immediate \$1000 fine.

Please pick-up your cigarette butts if smoking outside of the unit. Excessive cigarette butts on the ground (5 or more) will be fined \$200.

## **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. Agent will provide Tenant with at least 24 hours notice of owner's or owner's agent(s) intent to enter the premises (except in the case of an emergency).

## **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 expected. 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. Please place trash bins in front of house for pickup.
3. Furnishings are not to be removed from the premises for use outside or in other properties.
4. "No pets" policy must be observed. Pets are not allowed on premises unless (a) the property has been advertised as pet friendly and (b) Tenant has received Agent's permission to have Tenant's pet on the premises.
5. Reservations are not made by or for a minor, defined as any person under the age of twenty-five (25).

6. All keys (if any keys are issued to Tenant) are to be returned upon check-out by Tenant. There will be a \$40.00 charge per key if not returned during check-out.

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

### **SLEEPING CAPACITY/DISTURBANCES**

Tenant and all other occupants of the premises will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following:

1. **Occupancy exceeding the sleeping/daytime capacity of the property,**
2. **Using the premises for any illegal activity**
3. **Causing damage to the premises rented or to any of the neighboring properties**
4. **Any acts that interfere with neighbors' right to quiet enjoyment of their premises.**

### **HOLD HARMLESS**

iTrip Vacations, iTrip Central Arkansas, Deaton Group Realty 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, internet 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.

### **POOL & PATIO**

If the premises include a private or community pool (including hot tubs), then the 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 private or community pool (including hot tubs) and patio areas.

### **MAINTENANCE**

Please report any maintenance needs for the premises to the Agent and the Agent 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, internet/WIFI and stereos.

### **MONITORING**

Agent may utilize electronic monitoring equipment at the property to ensure that noise & occupancy limits are observed and that no events or parties are held on the property.

### **LINENS/TOWELS/SUPPLIES**

The owners of the premises furnish linens and towels to Tenant. Any lost or damaged linens will be deducted from Tenant's deposit. An initial supply of consumables are 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**

Parking at the premises is limited to the number of cars listed in your check-in email. No boats, jet skis, trailers or RVs are allowed without prior permission of Agent.

All vehicles are parked at the risk of the owner. iTrip Central Arkansas shall not assume liability or responsibility for any vehicle, occupants, or contents while operated or parked on the property. If a vehicle is left on the property after the guest checks out without the written consent of iTrip Central Arkansas, we reserve the right to have the vehicle towed at the owner's expense. No vehicle repairs are to be performed on the property.

### **LOST & FOUND**

Agent is not responsible and assumes no liability for lost, misplaced, stolen, or damaged valuables or belongings. If you discover that you have left behind something of value to you, please text us immediately (501) 241-4065 and we will try to assist you in locating your lost item.

Agent is not responsible for any item left behind by a guest. However, any item, with the exception of perishable items, left behind by our guests and found after departure by Housekeeping will be collected, logged in, and kept in a secure location for collection by the owner for up to seven (7) days. For security and privacy reasons we do not notify a guest that an item has been found. Perishable items, underwear, other hazards to health or safety and miscellaneous toiletries are discarded.

We would be happy to return your lost item(s) to you by United States Postal Service or UPS delivery with tracking information. Your credit card will be charged packaging and postage, plus a \$10.00 handling fee. iTrip is not responsible for any item lost or misdirected during shipment by the United States Postal Service or UPS.

Lost & Found items are held for seven (7) days, after this holding period, the unclaimed item(s) are thrown away, given to local organizations, or disposed of accordingly by Agent

### **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 \$1,475.00 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 \$1,475.00 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:** \$59.00 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 \$1,475.00 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

59.00

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#### **TELEPHONES**

Telephones are not provided on the premises.

#### **FIREARMS & WEAPONS**

The safety and security of our guests and staff is extremely important to us. Our Firearms and Weapons Policy is designed for the protection of our guests, vendors, staff, and owners, and pertains to the presence of firearms and weapons on hotel premises. Agent recognizes that guests and vendors may legally possess firearms or weapons for a variety of legitimate purposes. This policy has been developed to create a safe environment by providing appropriate guidance over the custody of firearms and weapons on our premises. All of iTrip Vacations homes are private property. Guests, who are lawfully permitted to possess a firearm or weapon, may bring such onto our premises for **storage purposes only**, with the understanding that they are personally responsible for the following:

Guests must abide by all Federal, State, and local laws. Firearm and weapons must be appropriately registered. Firearms must be **unloaded**

**No cleaning** of firearms is permitted on the premises.

Firearms and weapons must be safeguarded and secured in either a locked, hard sided firearm container or a soft gun case provided by the guest at all times and clearly labeled with their name and contact information.

Guests and vendors who fail to abide by our policy may be asked to leave the home, are subject to trespass and may be subject to further legal action.

Exempted from this policy are law enforcement officers and designated military personnel who are on-duty and required to carry firearms in the performance of their duties. No exemption to this policy is allowed for private persons, even those licensed and permitted to carry a firearm openly or concealed under local, state, or federal law, are exempt from this policy. It is our policy to promptly turn over any firearms left on the property to the local Sheriff's Office or the Police.

We do not ship firearms or weapons.

## **APPLICABLE LAW**

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

## **DISCLAIMER/LIMITATION OF LIABILITY**

The premises, all fixtures thereon and all property on or around the premises is provided to Tenant "as is" without any warranties of any kind. None of iTrip Vacations, iTrip Central Arkansas, Deaton Group Realty or the owner of the premises 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 Tenant's own risk.

## **ADDITIONAL TERMS AND CONDITIONS**

The undersigned Tenant, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges the owner of the premises 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 attorney's fees and costs. The owner reserves the right to terminate this Rental 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 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.

Tenant authorizes Agent to use any and all comments, notes, reviews and guest book entries written by tenant or tenants guests in Agents marketing, social media posts, online reviews and other communications.

## **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 Rental 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, pet damage, shipping charges, damages beyond normal wear and tear.

**Please remember that you are renting a private home. NO PARTIES, EVENTS or PERFORMING ARTISTS OR BANDS ARE ALLOWED. These are cause for eviction with no refund and may damage our ability to offer the home to future guests exposing you to liability and damages. Please treat the property with the same respect you would like shown in your own home.**

**We look forward to hosting you during your stay in the natural state, Arkansas!**