

iTrip Newport Beach Rental Agreement
Destination Vacation Properties (dba iTrip Newport Beach)
220 Newport Center Drive #11-516
Newport Beach, CA 92660
Phone: (888) 650-3830 / Fax: (888) 856-8563
Email: newportbeach@itrip.net

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

This Agreement will confirm your rental of 210 44th St, Newport Beach, CA 92663 (Quaint, Charming, Great Value @ The Beach, 2 Blocks to Sand, BBQ, Pets, Patio in Newport) for _NumNights_ nights as follows:

Check-In: _CheckinDate_ _CheckinTime_
Check-Out: _CheckoutDate_ _CheckoutTime_
Rental: \$ _Rental_
Cleaning Fees: \$ _CleaningFee_
Processing Fee: \$ _ProcessingFee_
Amenity Fee: \$ _AmenityFee_
Local Taxes: \$ _AreaTax_
Limited Damage Waiver: ... \$99.00
Security Deposit: \$ _RefundableSecurityDeposit_
Travel Insurance: \$ _TravellInsurance_
Total Amount: \$ _TotalAmount_

Deposit: \$ _DepositAmount_ (due _DepositDueDate_)
Balance: \$ _BalanceAmount_ (due _BalanceDueDate_)

These rental fees do not include fees that 3rd party booking sites (HomeAway, VRBO, Airbnb, etc.) may impose.

AGREEMENT

iTrip Newport Beach, 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 210 44th St, Newport Beach, CA 92663 (Quaint, Charming, Great Value @ The Beach, 2 Blocks to Sand, BBQ, Pets, Patio in Newport) 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. Door access (code or key) will be issued to Tenant only.

RESERVATIONS

May be placed up to a year in advance, changes to agreement are subject to the rates in effect for updated dates. All times are Pacific 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_, situations 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 (written or electronic) 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 cancelled.

Reservation name and credit card name must be the same. If the reservation name and the credit card name do not match, additional documentation may be need or the reservation maybe cancelled and refunded, less a 4% fee transaction fee.

DEPOSIT

A deposit of up to 25% of the Total Amount is due with acceptance of rental agreement. Payment of deposit shall be deemed as acceptance of this rental agreement. Deposit payment may only be made by major credit card. If funds are not credited within ten (10) days booking will be cancelled. The deposit amount is \$ _DepositAmount_.

BALANCE

Balance is due 31 days prior to arrival date and includes a refundable damage deposit. The balance is due on _BalanceDueDate_. Payment may be made by major credit card. Payments may be made by Cashier's Check or Wire Transfer with prior approval. If funds are not credited within ten (7) days of balance due date, bookings are subject to cancellation; if this happens, deposits will not be refunded. We will charge the credit card on file 29 days prior to arrival. Damage assessments will be conducted and if needed will be charged to the credit card on file within 7 -10 days of checkout pending inspection.

CANCELLATION POLICY

In the event that you must cancel your reservation, please be aware that cancellations must occur at least 60 days prior to arrival date.

- Bookings canceled at least 30 days before the start of the stay will receive a full refund.
- Bookings canceled at least 14 days before the start of the stay will receive a 50% refund.
- **NO REFUNDS WILL BE GIVEN TO GUESTS THAT CANCEL INSIDE THE 14-DAY TIME FRAME.**
- **If booked via a OTA/3rd party (Airbnb, Booking.com, etc.), the OTA/3rd party cancellation policy will apply.**

Destination Vacation Properties reserves the right to withhold an Administrative Fee (up to \$100) from any cancellations before the 30-day time frame. There will be no refund for early departure unless authorities request mandatory evacuation. **Vacation Travel Insurance is recommended.** In the event that the property is no longer available due to damage, local restrictions, sale of property, or owner occupancy, a full refund will be provided.

TAXES

All taxes are at the rates applicable at the time of the Rental Agreement. Taxes will be disbursed to the taxing bodies, i.e. City of Newport Beach, etc. upon termination of the tenancy or material breach of the Agreement. The tax rates may change without notice and increases will be the responsibility of the Tenant.

TRAVEL INSURANCE

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 Rental Guardian at (888) 885-5550 with coverage questions.

HOMEAWAY NETWORK BOOKING ATTRIBUTION

- All bookings completed on or originating from the HomeAway Network will be deemed attributable to HomeAway and subject to applicable commissions or fees, as the case may be. A booking will be regarded as having originated from the HomeAway Network where a traveler using the HomeAway Network sends an inquiry to Agent about a Listing, or otherwise initiates the booking process for such Listing on the HomeAway Network (each, a "HomeAway Lead"), and then within 30 days of the HomeAway Lead, completes the booking for that Listing outside of the HomeAway Network, e.g., by telephone or e-mail with Agent (each, an "Off-Platform Booking").
- Agent will be entitled to an Off-Platform Booking Fee for every stay booked within 30 days of a HomeAway Lead, except that no such fees will apply to bookings where the traveler completes such a booking through the HomeAway Network and pays the associated Travel Service Fee to HomeAway.
- Should a traveler inquire through the HomeAway Network about a Listing that is or becomes unavailable for the traveler's requested dates, and then within 30 days of that HomeAway Lead the traveler executes a booking with Agent for another Agent property that comprises the same or similar dates and destination—regardless of whether Agent advertises the substitute property on the HomeAway Network—the Company will be entitled to a commission or Off-Platform Booking fee on the total amount charged for the booking of the substitute property.
- The Off-Platform Booking Fee will be equal to 11% of the total amount before taxes that the Agent charges for the associated stay. Tenant shall pay the Off-Platform Booking Fee directly to Agent.

HAZARDOUS PRACTICES

Only provided BBQ grills are permitted. No open flames (i.e. candle burning) are permitted on balconies, in backyards, 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 smoke detector alarm.

PETS

Dogs are allowed with prior approval and payment of the pet fee.

FAMILY RENTAL ONLY

Reservations made for teenagers or young single groups will not be honored without the accompanying adult on the reservation 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.

FALSIFIED RESERVATION

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

CLEANING

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 any additional items are the renter's responsibility. There is a \$CleaningFee_ one-time cleaning fee. For reservations made more than 6 months in advance, the cleaning fee is subject to change.

Additional cleaning fees will be due in the event that cleaning involves the cleaning above and beyond regular cleaning service. This includes, but not limited to removal of excessive sand, pet damage, or stains.

UTILITIES / CLIMATE SYSTEM

No compensation will be given for temporary outage of electricity, gas, water, cable, internet or telephone service. Outages will be reported immediately, and all efforts will be made to have them restored as soon as possible. This property does not have an air-conditioning system. Warm weather is not a valid reason for cancellation.

KEYS / ACCESS CODES

Your door access code 2-3 days prior to check-in. If your unit requires a key for entry, it may be picked up on your day of check-in.

NONSMOKING UNIT

Smoking and Vaping of any substance are strictly prohibited, both indoors and outdoors of the property. If evidence of smoking is found during your stay, you will be asked to vacate the property and all monies will be forfeited. 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.

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

- 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.
- 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 on trash collection day.
- Close all blinds in all rooms.
- The maximum number of occupants shall not exceed (6) people, not including a child in a crib.
- Furnishings are not to be removed from the premises for use outside or in other properties.
- "No pets" policy must be observed. Pets are not allowed on premises.
- Smoking is not allowed in the unit.
- Reservations are not made by or for a minor, defined as any person under the age of twenty-five (25).
- All keys, if applicable, are to be returned upon move-out by Tenant. There will be a \$50.00 charge per key if not returned on the day of check-out.
- Tenant and any guest of Tenant shall obey all laws of the state of California, as well as local laws, at all times while they are on the premises. Failure to abide by the laws of California or the above rules may cause tenant to be asked to vacate the premises and forfeit all rents and security/damage deposits.
- Agree to abide by any temporary rules in place such as "shelter-in-place" or beach restrictions.

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 four (4) 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. There are no parties allowed.

Prior to hosting any gathering that exceeds the maximum capacity, Tenant shall inform the property manager and obtain approval.

Tenant is advised that Newport Beach has and aggressively enforces a Loud and Unruly Gathering Ordinance (LUGO). Per the City, the LUGO rules are: "Loud or unruly conduct includes, **without limitation**, any or all of the following:

- a. Excessive noise or traffic;
- b. Obstruction of public streets by crowds or vehicles;
- c. Obstruction of rights of way by people or vehicles;
- d. Public drunkenness;
- e. The service of alcohol to Minors;

- f. Possession and/or consumption of alcohol by Minors;
- g. Assaults, batteries, fights, domestic violence or other disturbances of the peace;
- h. Vandalism;
- i. Litter; or
- j. Urinating or defecating in public.

When a LUGO violation occurs, police officers post the residential unit with a black and white notice. This posting comes on a laminated adhesive backed sheet of paper and includes the following elements:

1. The intervention was necessary as a result of a public nuisance caused by a Loud or Unruly Gathering;
2. Date of the intervention;
3. Notice that any subsequent Loud or Unruly Gathering within 90 days from the date of the posting will result in civil fines for all Responsible Person(s) or other persons present;
4. Notice that it is unlawful to remove, alter, tamper with or deface posted tag."

Fines for violating the LUGO ordinance range from: \$250 to \$3,000 are the responsibility of the tenant. Tenants receiving two or more LUGO warnings will be asked to vacate immediately with no refund of rent or damage deposit.

NOISE MONITORING/CAMERAS

The property may have noise monitoring devices or exterior cameras for the safety of the property.

HOLD HARMLESS

iTrip Newport Beach 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.

Tenant understands that private vacation homes are used homes and some items may not work or be in used condition.

AMENITIES AND HOUSEHOLD ITEMS

Dishware, glassware, kitchen and/or utensils, and bathroom items have been provided in this unit as a guest convenience. These materials have been cleaned using household dishwashing agents. They have not been sanitized according to Federal and State standards for public food service or medical care facilities.

CORONA VIRUS / COVID-19 / HEALTH & SAFETY PRECAUTIONS

By using this home, the amenities, and common areas, you voluntarily assume the risk that you or other members of your party may be exposed to or infected by COVID-19 or other diseases such as the flu and that such exposure or infection may result in a serious medical condition, including personal injury, illness, permanent disability or death.

By using this home or these amenities, you are accepting sole responsibility for such risks and/or occurrences that you or other members of your party may experience or incur as a result of such use and you forever release, waive, relinquish and discharge the property manager, the homeowner and all directors, officers, employees, agents or other representatives of the property manager and/or homeowner (the "Representatives") from any and all claims, demands, liabilities, rights, damages, expenses and cause of action of whatever kind or nature, and any other losses of any kind, whether known or unknown, foreseen or unforeseen, as a result of you and your party being a guest at this vacation home. I further promise not to sue the property manager, the homeowner or any of the Representatives.

If you are experiencing any of the known symptoms of COVID-19 or other such disease, or if within the past 14 days you have come into contact with anyone suspected of infection or who is experiencing such symptoms, then you should immediately cease using all recreational amenities and common areas at the home, take steps as recommended by the CDC for minimizing the exposure of other persons to possible contagion, and contact the property manager.

PERSONAL PROPERTY

iTrip Newport Beach or the Owner, does not assume any liability for lost or left personal property, including but not limited to clothing, electronic devices, cookware, personal items, beach equipment, personal information, and cash. If personal items are left behind after departure, please contact the property manager with a detailed description of the item. While not responsible for any items, iTrip Newport Beach will make every effort to return these items. Shipping charges and service fees may apply. All items must be claimed within 14 days of identification.

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, plumbing, appliances, televisions, and stereos.

PROPER DISPOSAL OF WASTE / PLUMBING

The following items are prohibited from being disposed of in the sink, showers, bath tubs, or toilets:

- Disposable diapers
- Cleanings wipes of any kinds (even wipes that are labeled flushable)
- Paper towels
- Feminine products
- Cotton balls or Swabs
- Condoms
- Facial tissue
- Bandages, band-aids, or bandage wrappings
- Automotive fluids
- Paints, solvents, sealants, or thinners
- Poisons or hazardous wastes
- Pet feces or urine

The only items that should be flushed down a toilet are human waste (urine and feces) and toilet paper. Flushing anything other than human waste or toilet paper will void the Limited Damage Waiver policy.

LINENS/TOWELS/SUPPLIES

The owners furnish linens and towels. Any lost or damaged linens will be deducted from your deposit or charged to your credit card. 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

Parking at the premises is limited to vehicles. No boats, jet skis, trailers or RVs.

TELEPHONES

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 \$2,475.00 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 Guest 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 \$2,475.00 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:** \$99.00 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 \$2,475.00 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

IMPORTANT NOTE: Violation of any condition of the terms of this agreement 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 shall be paid by guest immediately. Guest authorizes iTrip Newport Beach to charge the cost of damages to guests' 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 Newport Beach to include the costs of this Damage Waiver Program in your reservation. Please contact iTrip Newport Beach directly if you do not wish to participate in this plan or assignment.

ADDITIONAL TERMS AND CONDITIONS

The undersigned Tenant, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Owner and Owner's Agent 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. Owner and Owner's Agent 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 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: cable or satellite TV pay-per-view, internet charges, excessive use of air conditioning or heating system, 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.