iTrip Rental Agreement

iTrip iTrip Chattanooga / P.O. Box 2097 / Chattanooga, TN 37402

Phone: (423) 414-2530 / Fax: / Chattanooga@itrip.net

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

This Agreement will confirm your rental of Mountaintop Hideaway for _NumNights_ nights as follows:

Check-In:_CheckinDate__CheckinTime_
Check-Out:_CheckoutDate__CheckoutTime_
Rental: \$ Rental

Security Deposit: ... \$_RefundableSecurityDeposit_

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

AGREEMENT

iTrip Chattanooga, 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 Mountaintop Hideaway 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

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 (EST) 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 4 pm.

DEPOSIT

A deposit totaling up to 20% 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. Payment must be made by major credit card. The deposit amount is \$_DepositAmount_.

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BALANCE

Balance is due 30 days prior to arrival date and will not include a refundable damage deposit. The balance is due on _BalanceDueDate_ and must be made by major credit card.

CANCELLATION POLICY

In the event that you must cancel your reservation, please be aware that cancellations must occur at least 5 days prior to arrival date for a full refund. There will be no refund for early departure.

EMAIL CONSENT

By providing your e-mail, you are giving iTrip Chattanooga consent to provide their services and communicate with you via mobile phone, messages, e-mail and any kind of communications, provided that these communications comply with privacy reguations.

TEXTING CONSENT

By providing your phone number, you are giving iTrip Chattanooga consent to provide their services and communicate with you via text messages, provided that these communications comply with privacy reguations. You may Opt out of these messages at any time by replying "STOP" or "UNSUBSCRIBE."

HAZARDOUS PRACTICES

No grills of any kind are permitted inside or in any covered areas. Grills may be used only in open air areas 50+ feet away from the home. No open flames (e.g. candles) are permitted (in/out). Do not dismantle smoke or carbon monoxide detectors as they are there for your protection. Use the overhead stove fan when cooking to avoid accidental, activation of smoke detector alarm.

PETS POLICY

Pets are allowed in designated homes and should be included in initial booking, or subsequent updates. Pet fees will apply, please inquire in advance for approval. Unauthorized pets may result in immediate removal and up to a \$500 fine. Pet waste must be removed and properly disposed of in waste bags and placed in outside trash bins.

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 with forfeiture of all monies.

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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.

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.

ACCESS TO UNIT

The key code for your rental unit will be provided within 72 hours of check-in.

NONSMOKING UNIT

Smoking/Vaping is strictly prohibited inside the unit. Tenent will forfeit any deposit and be subject to a \$500 fine due to smoking/vaping being found.

ENTRY BY OWNER

Owner or owner's agents may enter the premises due to an emergency; necessary or agreed upon repairs/alterations/improvements/services, or showing to prospective purchasers, renters or contractors.

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. Close all blinds in all rooms.
- 4. The maximum number of occupants is based on the property limitations as specified in the rental reservation.
- 5. Furnishings are not to be removed from the premises for use outside or in other properties.

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- 6. Pet policies must be observed.
- 7. Smoking is not allowed in the unit.
- 8. Reservations are not made by or for a minor, defined as any person under the age of twenty-five (25).
- 9. Tenant and any guest of Tenant shall obey all laws of the state of GA, as well as local laws, at all times while they are on the premises. Failure to abide by the laws of GA or the above rules may cause tenant to be asked to vacate the premises and forfeit all rents and security/damage deposits.

POOL, HOT TUB & PATIO/DECK

Tenant acknowledges that if the premises reserved includes a pool and/or hot tub: no lifeguard is on duty, the pool, hot tub and patio/deck can be dangerous areas, the deck/patio can be slippery when wet, and that injury may occur. Diving, horseplay or running is prohibited. No child or adult non-swimmer is permitted to use the pool without adult supervision by a strong swimmer. The Tenant must immediately report any problems with pool, hot tub, or safety fencing. Tenant and Tenant's guests accept and assume all risks involved in using the pool, hot tub and patio/deck and agree that neither the Owner, Owners' Association, or iTrip accepts any responsibility whatsoever in the case(s) of accident or illness resulting from use of these amenities.

SLEEPING CAPACITY/DISTURBANCES

The maximum occupancy is based on the property limitations in the rental reservation. No parties/events allowed; small family/friend celebrations possible but must inquire in advance. Tenants immediate removal and forfeit of rental fee and security deposit for: exceeding maximum occupance; any illegal activity; damage to the premises or to neighboring properties; any acts interfering with neighbors' right to quiet enjoyment of their premises. Quiet time: 10:00PM - 7:00AM

HOLD HARMLESS

iTrip nor the Owner of the premises assume any liability for (i) loss, damage, illness 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 access, 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.

Tenant and Tenant's guests accept and assume all risks involved with use of the entire premises of the property and all amenities and agrre that neither the Owner, Homeowner's Association, or iTrip accepts any responsibility whatsoever in the case(s) of accident or illessness resulting from use of these amenities.

MAINTENANCE

Please report any maintenance needs to the Agent who 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 internet/WIFI.

LINENS/TOWELS/SUPPLIES

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The owners furnish linens and towels for your stay. Paper products and cleaning supplies are provided. We recommend that you bring any additional or special items you may need.

PARKING

Parking is limited to the designated area(s) and is at the Tenant or Tenant's guests own risk. Neither the Owner, Owners Association nor iTrip is responsible for any vehicle damage/theft. No boats, jetskis, campers, trailers or RV's allowed, unless specified in property details at booking.

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 or 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 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, 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.

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