

iTrip Rental Agreement

iTrip Destin and Miramar Beach, Florida / 151 Regions Way Suite 3B / Destin, FL 32541

Phone: (850) 460-3181 / Fax: / destin@itrip.net

Tenant: _TenantName_

Phone: _TenantPhone_

Email: _TenantEmail_

Address: _TenantStreet_, _TenantCity_, _TenantState_ _TenantPostal_

This Agreement will confirm your rental of Southbay 100 ~ Dolphin Watch 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 Destin and Miramar Beach, Florida, 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 "Southbay 100 ~ Dolphin Watch" 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 (1) one year in advance. All times are listed in 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_, cleaning crew may require additional cleaning time and check-in may be delayed up to 5 pm.

DEPOSIT

A deposit of the Total Amount is due with acceptance of rental agreement. Payment of deposit shall be deemed as acceptance of this rental agreement. Payment shall be made by major credit card. The deposit amount is \$ _DepositAmount_.

BALANCE

Balance is due 30 days prior to arrival date. The balance is due on _BalanceDueDate_. Payment shall be made by major credit card. Damage deposit will be refunded within 7-10 days of checkout pending inspection by iTrip Destin and Miramar Beach, Florida.

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 hurricane evacuation. Travel Insurance is offered and recommended please be sure to consider the "Cancel For Any Reason Plan."

HAZARDOUS PRACTICES

No open fires, fireworks or barbecue grills are permitted on balconies or in the unit. No open flames, example, candle burning is not 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 smoke detector alarm.

PETS

No pets are allowed unless otherwise approved by iTrip Destin and Miramar Beach, Florida. You will be charged with pet fee, asked to vacate the property immediately with no refund of rent or damage deposit. If a pet is approved by iTrip Destin and Miramar Beach, Florida, a pet fee will be added to your reservation and the tenant is responsible for damage if evidence of a pet(s) is found in the unit or on the premises. Pet

owners will be responsible for picking up after pet and discarding the bag appropriately.

AGE REQUIREMENTS

ADULT 25 YEARS OF AGE OR OLDER MUST BE ON PREMISE AT ALL TIMES

We require that the registered adult of the party must be 25 (twenty-five) years of age or older. Reservations for young single groups will not be honored without any accompanying adult staying in the unit at ALL times that is 25 (twenty-five) years of age or older. Any violators will be evicted according to Florida Statute 508.141 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.

HOUSEKEEPING

There is no daily housekeeping service. Linens and towels are included and not to be taken from the unit. An initial setup of trash liners, (1) roll of paper towels, (3) rolls of toilet paper, shampoo, conditioner, body soap, lotion, dish soap, dishwasher soap and laundry detergent is provided. There is a \$_CleaningFee_ one time cleaning fee. Additional cleaning fees will be charged if additional cleaning is necessary to remove excessive sand, trash or if furniture, bedding or linens have been soiled.

UTILITIES

No compensation will be given for temporary outage of electricity, gas, water, cable, or telephone cell service. Outages will be reported immediately, and all efforts will be made to have them restored as soon as possible.

KEYLESS ENTRY, KEY CARDS OR FOBS

The residence has a keyless entry and you will be provided your code or card with your check-in information prior to your arrival.

NONSMOKING UNIT

Smoking is strictly prohibited. You will incur an additional charge for carpet cleaning and deodorizing if any evidence of smoking is found.

ENTRY BY PROPERTY MANAGER

Property Manager may enter the premises under the following circumstances: in case of an emergency; to make any necessary or agreed upon repairs, alterations, or improvements or to supply necessary or agreed upon services.

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 check-in. Used towels and terry to be left in the residence for housekeeping.
2. All dishes are to be washed and all garbage removed from the premises and placed in outside receptacles.
3. Furnishings are not to be removed from the premises for use outside or in other properties.
4. 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 Florida or the above rules may cause tenant to be asked to vacate the premises and forfeit all rents and security/damage deposits.

NOISE, DISTURBANCES OR ILLEGAL ACTIVITY

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.

HOLD HARMLESS

iTrip Destin and Miramar Beach, Florida 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, pandemics, acts of God, or other reasons beyond its control.

POOL & PATIO

Tenant hereby acknowledges that the premises they have reserved may 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 community pool and patio areas.

MAINTENANCE

Please report any maintenance needs for the premises to 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.

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 \$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 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 \$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

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 attorney's 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 are not limited to: unauthorized long distance telephone, cable, satellite TV or internet charges, damages beyond normal wear and tear. Inventory of items in unit will be done at check out. Any missing or broken items, tenant will be liable for, and credit card will be charged for the cost of such items. **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 hurricane evacuation. Travel Insurance is offered and recommended please be sure to consider the "Cancel For Any Reason Plan."