

# iTrip Licensee Guest Agreement

iTrip iTrip Tempe - Phoenix / 3145 E Chandler Blvd #110 PMB 740 / Phoenix, AZ 85048

Phone: (480) 586-9096 / Fax: / tempe-phoenix@itrip.net

**Tenant:** \_TenantName\_ **Phone:** \_TenantPhone\_ **Email:** \_TenantEmail\_

**Address:** \_TenantStreet\_ \_TenantCity\_ \_TenantState\_ \_TenantPostal\_

This Agreement will confirm your rental of El Dorado 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

### 1. The Premises.

Agent iTrip Tempe - Phoenix agrees to rent the described property (**Premises**) El Dorado at 22112 Vargas Dr, Maricopa, AZ 85138 below to Renter on behalf of Owner, and Renter agrees to Rent from Agent on behalf of Owner:

For the purposes of this Agreement, Premises shall mean the entire lot of the selected "Premise Type" for the Premises listed address, this definition shall apply unless modified by Agent in a signed writing. Renter understands and agrees that the above listed rooms and amenities listed above constitute the complete list of rooms and amenities provided to Renter under this Agreement, and that Renter has no reasonable expectation of any other room or amenity to be provided by Agent if not listed above. For furnishings, Renter understands and agrees that the only furnishings provided for the Premises are those that are present on Renter's move in date. Furnishings are subject to change without notice. Furniture, bedding, kitchen equipment, utensils, and any other personal property supplied with the Property must not be removed from the Property. Loss of any items within the Property or damage to the Property or furnishings in excess of normal wear and tear will be charged to Renter. The Property will be inspected by Agent after Renter's departure. All contents of the Property are the property of Owner. If an item should break, Guest must notify Agent immediately. Guest is not permitted to alter the wiring of any television, computer, or gaming equipment. Agent reserves the right to provide any other room or amenity not listed above in their sole and unfettered discretion. The proper functioning of or quality of the above listed amenities or those not listed above does not constitute a material part of this Agreement.

### RENT DUE 1ST DAY OF THE MONTH.

Late fee of \$25 per day to be assessed for each day rent is past due.

## 1. Cancellation.

Any cancellation of this Agreement by Renter before they are set to inhabit the Premises must be made within 30 days of arrival. Any Cancellation not made within this timeframe will result in no refund of any deposit under this Agreement.

## 2. Term

- (a). This agreement is for the peiord set forth in the booking information set forth at the top of this agreement unless terminated ealier pursuant to the terms hereof. If the tenant vacates the premisis before the end of the agreement term without the landlord's written consent , the tenant will be liable for the remainder of the payments due in the agreement.
- (b). Continuation as Month to Month tenancy after expiration. On the expiration of the agreement pursuant to subsection (a) above, the terms of the agreement will continue in the form of month-to-month tenancy, except where prohibited by applicable law, regulation, or ordinance. The parties shall give notice to terminate the month-to-month agreement within the time allowed by law.
- (c). Any request for early termination must be given 30 day advance notice prior to termination. Any early termination will result in loss of security deposit.

## 3. Rental Party.

- (a). All individuals in the rental party will be bound by the terms of this Agreement. Only individuals listed on this Agreement may stay in the Premises.
- (b). Renter authorizes Agent to perform a sex offender background check on every individual listed above.
- (c). Renter is required to show proof of renters insurance and list iTrip Tempe as co-insured on policy.

4. **Subletting and Assignments.**Renter shall only be permitted to sublet or assign their rental term to another individual(s) upon the written consent and approval of Agent, Agent shall be able to grant such approval according to their sole and unfettered discretion.

5. **Security Deposit.**Renter shall pay the following amount to Agent upon the execution of this Agreement. (Security Deposit).

\_\_\_ Security Deposit: \_RefundableSecurityDeposit\_

Renter concurrently with the execution of this Agreement, shall deposit with Agent the sum of \_RefundableSecurityDeposit\_ as security for the faithful performance by Renter of all terms, covenants and conditions of this Agreement. Renter agrees that Agent may apply the security deposit to remedy any failure by Renter to repair or maintain the Premises or to perform any other terms, covenants and conditions contained herein or make any payment owing hereunder within applicable notice and cure periods. Agent will, within thirty (30) days after the expiration hereof and Renter's vacation of the Premises, promptly return the unapplied balance security deposit to Renter or the last permitted assignee of Renter's interest hereunder. Should Agent use any portion of the security deposit to cure any default by Renter hereunder, Renter shall forthwith replenish the security deposit to the original amount. Security Deposit shall not be credited towards any Rent unless Agent provides their written consent. Agent shall not be required to keep the security deposit separate from its general funds, and Tenant shall not be entitled to interest on any such deposit.

6. **Utilities.** (check one)\_\_\_ Owner shall be responsible for the following utilities - Electrical, Gas, Water, Garbage, Internet\_.

\_\_\_ Renter shall be responsible for the following utilities \_\_TBD per individual discussion on terms\_\_\_\_\_.

Renter shall bear the costs, responsibilities, and liabilities that derive from their failure to pay on time any of the above utilities that Tenant is responsible for. Agent shall provide Renter with instructions on how to make payments for utilities if Renter is responsible for making such payments.

7. **Fees.**Tenant agrees to pay the following fees at the execution of this Agreement:

\_RefundableSecurityDeposit\_

\_Rental\_

\_CleaningFee\_

\_AreaTax\_

\_ProcessingFee\_

\_PetFee\_

8. **Quiet Enjoyment.**Renter shall enjoy quiet enjoyment of the Premises, and shall be free from any disturbances directly from Agent, unless Agent is permitted to enter the Premises or contact Renter pursuant to this Agreement. Renter agrees to not behave in a manner that is likely to interfere with Renter's neighbors quiet enjoyment of the surrounding area.
9. **Mechanical Issues.**Agent makes efforts to maintain the Premises. Renter understands that all mechanical and electrical infrastructure within the Premises are up to code, but Agent cannot guarantee against mechanical or electrical failures such as issues with the plumbing, heating, water, air conditioning, electronic devices, internet, appliances, or cable services. Renter shall report any nonfunctional equipment and other maintenance issues to Agent immediately. Agent shall make a reasonable effort to have maintenance done in a timely matter. Renter thus agrees to allow Agent and persons permitted by Agent to access the premises for the purpose of inspection and maintenance. Renter agrees that Agent will not be responsible for inconveniences that may occur for mechanical issues, and no refunds or rent deductions shall be issued due to mechanical issues.
10. **Liability.**Agent is not responsible for any accidents, injuries or illness that occur to any member of the Renter, or Renter's visitors while in the Premises or on the Premises. Agent is not responsible for loss of personal belongings or valuables belonging to any member of the Renter or any of Renter's visitors. Renter agrees to assume the risk of any harm arising from use of the Property. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL AGENT BE LIABLE TO RENTER OR ANY OTHER PERSON FOR ANY DAMAGES OR BODILY INJURIES OF ANY NATURE WHATSOEVER INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR RENTER'S RENTAL OF THE PREMISES OR USE OF THE PREMISES. IN NO EVENT WILL AGENT BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF AGENT SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.
11. **Indemnification.**Renter agrees that their and the rental party's use of the Premises is completely at their own risk. Renter agrees to indemnify and hold harmless Agent from any and all suits, claims, actions, demands, liabilities, costs and expenses arising from or related to any and all injuries, losses, deaths, or damage to personal property arising from the occupancy or use of the Premises, or for any rental party member(s) or visitors noncompliance with the terms of this Agreement.
12. **Maintenance.**Renter agrees to keep the Premises clean and in good ready to rent condition throughout the entirety of their stay at the Premises, Renter agrees to leave the Premises in such condition at the expiration of the Rental Term. Renter understands and agrees that the Premises must be left in a habitable condition that is ready for the next Renter. Should the Premises be left in a less than ready condition for the next Renter, as defined by the Agent in their sole discretion, Renter agrees to pay for any required maintenance, cleaning, or repairs. Agent shall be able to make any deductions as necessary from the Security Deposit to pay for any needed maintenance, cleaning, or repairs to the Premises, its furnishings, and amenities.
13. **Inspection.**The Agent has the right to inspect the Premises with prior notice as in accordance with Arizona law. Should the Renter violate any of the terms of this Agreement, the rental period shall be terminated immediately in accordance with Arizona law. Renter waives all rights to process if they fail to vacate the Premises upon termination of the rental period. Renter shall vacate the Premises at the expiration time and date of this Agreement.
14. **Governing Law.**This Agreement is governed, construed, and administered according to the laws of Arizona, as from time to time amended, and any applicable federal law. No effect is given to any choice-of-law or conflict-of-law provision or rule (whether of Arizona or any other jurisdiction) that would cause the application of the law of any jurisdiction other than those of Arizona.
15. **Entire Agreement.**This Agreement constitutes the sole and entire agreement of its parties with respect to the Agreement's subject matter. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties—both written and oral—with respect to the subject matter. As between or among the parties, no oral statements or prior written material not specifically incorporated herein shall be of any force and effect. The parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the representations and agreements contained in this Agreement and no others.
16. **Amendments.**No provision of this Agreement may be amended or modified except by a written instrument executed by all parties to this Agreement.

17. **No Presumption.**This Agreement is to be construed without giving force to any presumption or rule requiring construction or interpretation against the drafting party.

18. **Headings.**The headings of Articles, Sections, and Subsections used within this Agreement are included solely for the reader's convenience and reference. They have no significance in the interpretation or construction of this Agreement.

19. **Acceptance.**Each party has reviewed this Agreement, accepts all its provisions, and agrees to be bound by all its terms.

20. **Severability.**The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this Agreement are to be construed as if the invalid provision had never been included in this Agreement.

21. **No Waiver.**Any party's failure to insist upon strict performance of any provision or obligation of this Agreement for any period is not a waiver of that party's right to demand strict compliance in the future. An express or implied consent to or waiver of any breach or default in the performance of any obligations under this Agreement is not a consent to or waiver of any other breach or default in the performance of the same or of any other obligation.

22. **Person of Contact.**Tenant understands that their point of contact for the purposes of this Agreement and their stay at the Premises is:

Name: iTrip Tempe - Peter South - Owner

Email: tempe-phoenix@itrip.net

Phone:480-586-9096