

**iTrip Rental Agreement**  
**iTrip Palm Coast & Flagler Beach**  
**Phone: (386) 663-3373 / Fax: (386) 663-3373 / flagler@itrip.net**

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

This Agreement will confirm your rental of 101 Palm Harbor Pkwy Unit 402 Room 402A, Palm Coast, FL 32137 for \_NumNights\_ nights as follows:

**Address: 101 Palm Harbor Pkwy Unit 402 Room 402A, Palm Coast, FL, 32137**

**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\_)

**IMPORTANT & REQUIRED:** Our properties are protected by SUPERHOG, the digital trust platform that enables Hosts, Operators, and Guests to confidently transact in the short-term rental space. Please note that once you have booked, you will be contacted by SUPERHOG directly to verify yourself. A picture ID is required. Please make sure this is completed prior to check-in

**RENTAL AGREEMENT (the “Agreement” or the “rental agreement”)**

iTrip Palm Coast & Flagler 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 101 Palm Harbor Pkwy Unit 402 Room 402A, Palm Coast, FL 32137 during the entire reserved dates. In addition to Tenant, other authorized occupants may be family members or friends of Tenant, the maximum of which shall be designated in the maximum occupancy section of this Agreement. Use of the premises will be denied to persons not falling within the foregoing categories. Should any unauthorized persons occupy or use the Premises or if the maximum occupancy is exceeded at any time during Tenant’s occupancy, Tenant shall vacate the premises immediately without any refund. No key will be issued to anyone who is not an adult. Reservations made under false pretenses are null and void and check-in will not be allowed. Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in. OUR HOMES ARE MONITORED FOR VIOLATION OF THIS POLICY. ALL VIOLATORS WILL BE EVICTED, AND ALL RENTAL PAYMENTS AND ADDITIONAL CHARGES WILL BE APPLIED! This policy includes reservations made by parents who do not check-in, and/or who leave overnight during the length of the stay. NO EXCEPTIONS!

The lease begins at 4:00 PM Eastern Time on the date stated in the reservation (the “Check-In Date”), and ends at 10:00 AM Eastern Time on the date stated in the reservation (the “Check-Out Date”) and shall be referred to as the “Rental Term”. Guest agrees to such time periods so the Property can be properly cleaned for the next guest. Guest represents and warrants to the Manager, and Manager acknowledges and agrees, that it is their intention that Guest’s occupancy will be seasonable and temporary.

Unauthorized early Check-in will result in a fee of \$100 per hour. If you do not vacate by check-out time (or late check-out time as agreed in writing by Manager), you authorize us to deduct from your deposit or bill your credit card on file for a late departure fee of up to one night’s rental and we may evict all occupants and remove their personal property from the Property

## 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 days listed herein are calendar days. All times are Eastern 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 pm.

## DEPOSIT

A deposit totaling 30% of the agreed-upon Total Amount is due with the acceptance of the rental agreement and all terms and conditions contained herein. The 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, or certified check, or major credit card. Personal checks will be accepted upon approval; if funds are not credited within Ten days booking will be canceled. The deposit amount is \$\_DepositAmount\_.

## BALANCE

Balance is due 30 days prior to arrival date and includes a refundable damage deposit (see the section below regarding deposits and damage). 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 booking will be canceled; if this happens, deposits will be refunded less a \$100.00 administrative fee. The damage deposit will be refunded within 7 -10 days of checkout pending inspection by the cleaning firm (see the section below regarding deposits and damage).

## 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 \$100.00 administrative fee.

**GUESTS THAT DO NOT CANCEL AT LEAST 30 DAYS BEFORE THE ARRIVAL DATE WILL BE CHARGED THE FULL AMOUNT. There will be no refund for early departure unless authorities request mandatory hurricane evacuation.**

**Vacation Insurance is recommended.**

## HAZARDOUS PRACTICES

No barbeque grills of any kind are permitted on balconies or in the unit. No open flames ie. candle burning of any kind 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.

## PETS

**No pets are allowed per the HOA. If evidence of a pet(s) is found in the unit or on the premises you will be asked to vacate immediately with no refund of rent or damage deposit.**

SERVICE ANIMALS: We are committed to providing reasonable accommodation to protect the rights of guests with disabilities to bring service animals or emotional support animals under the terms of The Fair Housing Amendments Act of 1988, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act. If a guest needs a service animal to ease the symptoms of a disability (as defined under the above Acts), he or she should request a reasonable accommodation, in writing, from Owner (by and through Manager) at the time of their reservation or as soon the guest should include a note from his or her service provider, such as a doctor or therapist, verifying the need for the support animal. Guests need not disclose the details of their disability, nor provide a detailed medical history.

Guests who violate this policy shall result in immediate eviction and forfeiture of all monies paid plus a \$250 pet fee.

### **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 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 the 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. Initial setup of trash liners, bathroom paper, soap is provided. There is a \$ \_CleaningFee\_ one-time cleaning fee. Additional cleaning fees will be due in the event that cleaning involves the removal of excessive sand or excessive damage.

If guest wished to have a mid stay clean, please contact management for details. This is recommended for any stays longer than 30 days.

### **UTILITIES**

No compensation will be given for the 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.

### **KEYS**

Most properties are accessed through a lock code in which the code will be revealed before your arrival. Key fobs and/or garage door openers that are lost or damaged by the guest, will result in a \$50 for a replacment charge. If the keys are lost or damaged there will be a \$10.00 fee per key replacment charge to the guest.

### **NONSMOKING UNIT**

Smoking and vaping are strictly prohibited. Your damage deposit will be forfeited and you will incur an additional charge of \$250 for carpet cleaning and deodorizing if any evidence of smoking or vaping 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. The owner will provide the renter with at least 24-hour notice of the Owner's intent to enter (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.

2. All dishes are to be washed and all garbage removed from the premises and placed in outside receptacles. Please place trash in outdoor dumpster.
3. No glitter or confetti is to be used or dispersed on the property. Failure to comply will result in extra cleaning fees of at least \$300.00 at a minimum.
4. Close all blinds in all rooms.
5. The maximum number of occupants shall not exceed 2 people, not including a child in a crib.
6. Furnishings are not to be removed from the premises for use outside or in other properties.
7. "No pets" policy must be observed. Pets are not allowed on premises of non-pet friendly homes.
8. Smoking and vaping are not allowed in the unit. If any evidence of smoking/vaping is found there will be a \$245 additional cleaning charge.
9. Reservations are not made by or for a minor, defined as any person under the age of twenty-five (25).
10. All keys are to be returned upon move-out by the Tenant. There will be a fee of at least \$15.00 at a minimum per key if not returned within 1 week of the check-out date.
11. Tenant and any guest of the Tenant shall obey all HOA association or condominium association rules at all times while they are on the premises.
12. Tenant and any guest of Tenant shall obey all laws of the state of Florida, as well as local laws and any rules and regulations promulgated by the Owner, Owner's Agent, and/or homeowner association that governs the Premises, at all times while they are on the premises. Failure to abide by the laws of Florida or the above rules may cause the tenant to be asked to vacate the premises and forfeit all rents and security/damage deposits.
13. There shall be no noise that can be heard outside the homes between the hours of 10pm - 7am. If noise is an issue, you will get a written warning text message to the number that booked the reservation and/or a phone call. If noise does not stop, you will be fined or possibly evicted immediately.

## **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 2 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 interfere with neighbors' right to quiet enjoyment of their premises.**

Violations of our noise rules or maximum number of guests agreed to at the time of booking will result in possible fines or immediate eviction with all loss of all rents. Depending on severity if there is a noise situation we may call and issue a warning or proceed with a \$300 fine. If we cannot reach the guest that booked the property someone will show up to at a minimum issue a \$300 fine and/or evict the entire group immediately. Any delay will result in us involving the authorities and trespassing every person on the property as well as the loss of all rents. Additional fines or damages may be assessed after removal.

## **HOLD HARMLESS**

iTrip or the Owner, does not assume any liability for loss, damage, or injury to persons or their personal property. Neither does iTrip or the Owner accept any responsibility or liability for any inconveniences, damage, loss, or injury arising from any temporary defects or stoppage in supply of water, gas, cable service, internet, electricity, or plumbing, or alteration in the terms of your reservation or the use of any accommodations, amenities, or facilities that is caused by or become unavailable for use due to causes beyond its reasonable control ("Force Majeure"). Such causes may include, but are not limited to, Acts of God or public enemy, fire, strikes, lock-out, or other labor unrest, riot, explosion, civil disobedience, declared or undeclared war, revolution, insurrection, boycotts, acts or piracy, acts of terrorism, acts of public authorities, flight delays/cancellation or airport closures, governmental orders or public health emergencies regardless of whether declared by an applicable government or health agency (including governmental and agency regulations, actions or inaction), blockade, embargo, accident, epidemic, pandemic, or quarantine (including, without limitation, those caused by any illness, virus, or other diseases), delay or defaults caused by public or common carriers, or any other event beyond the reasonable control of iTrip or the Owner that results in delay or inability to perform or results in a situation where it would be impractical, financially unfeasible, or commercially unviable to perform under such circumstances. There will be no credit given for shortened stays due to late arrival or early departure for any reason and no credit given for cancellation due to weather conditions.

Tenant and all other occupants willingly occupy these premises. In exchange for being allowed to occupy the premises, Tenant, on behalf of himself, his heirs, assigns, and descendants, agrees to the fullest extent permitted by law, to release and forever discharge iTrip or the Owner from any and all injuries, costs, damages, loss, death, or other claim or injury suffered of any nature whatsoever arising out of Tenant's own negligence or gross negligence; the negligence or gross negligence of the Owner or iTrip or any of its employees, managers, principals, owners, representatives, agents, authorities, leaders, or other person

affiliated with it in any way; and the negligence or gross negligence of any other occupant in connection with the stay whether that be prior to, during, or immediately after the stay. By agreeing to these terms, and in exchange for being allowed to stay on the premises, you further agree that you will indemnify iTrip and the Owner and hold iTrip and the Owner harmless for any and all injuries, costs, damages, loss, or other claims made by all other occupants other than yourself arising out of or in any way caused by your actions undertaken in the course of your stay on the premises. Tenant understands that he/she does not have to stay on the premises and that without agreeing to these terms whereby he/she chooses voluntarily to waive any liability of iTrip and the Owner under the above terms, he/she will not be allowed to stay on the premises.

### **POOL, PATIO, BBQ, COMMON AREA, PACK N' PLAY, BICYCLES, WAGON, BEACH GEAR, OUTDOOR FURNITURE, etc .**

Tenant hereby acknowledges that if the premises Tenant has reserved include a pool, Tenant understand that there is no lifeguard on duty. The undersigned agrees and acknowledges that the 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. Diving, horseplay or running around the pool area is prohibited. No child in the party or aduly non-swimmer are permitted to use the pool without adequate adult supervision by a strong swimmer. Teant must immediately report any problems with pool alarm or pool safety fencing. Tenant and Tenant's guests assume all risk of use of the pool and amenities. With full knowledge of the above facts and warnings, the undersigned Tenant and Tenant's guests accept and assume all risks involved to Tenant and all of Tenant's guests in or related to the use of the pool and patio areas where applicable. This is also applicable to the use of any amenities et al; patio, bbq, meat smoker, fire pit, outdoor furniture & appliances, kids pack n' play, bicycles, wagons, boogie boards, beach chairs, rubber boat, life vests, dart game, corn hole game, Level 2 EV Charger, etc. Tenant and Tenant's guests understand and agree that non of the Owner, owners' association, or iTrip accepts any responsibility whatsoever in the case(s) of accidnt or illness while on the property.

### **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, internet connection, and stereos.

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

The owners furnish linens and towels. Any lost or damaged linens will be deducted from your deposit. 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 or on the premises is limited to three cars. No boats, jet skis, trailers, or RVs. If there are more than the allowed cars or there are unauthorized vehicles of any kind at or on the Premises, the Owner and/or the Owner's Agent may tow or have the extra cars and/or unauthorized vehicles towed without notice at the Tenant's sole expense.

### **CONSTRUCTION**

iTrip nor the Owner is not responsible and is not in control of any actions of other adjacent property owners. No refunds will be given for adjacent construction noise or inconvenience.

### **MONITORING**

Agent may utilize electronic monitoring equipment (including video, noise, motion, temperature, humidity and other means) at the property to ensure that all local ordinances, including noise & occupancy limits, are observed at all timed and that no events or parties are held on the property.

Our homes are subject to strict noise ordinances. In the event that you trigger our noise monitor you will be asked to turn down the volume immediately. Failure to comply will lead to eviction without a refund. Cities impose large fines and you may be prosecuted. You agree to reimburse the homeowner and Agent for all lost income resulting from any suspension of

their business license arising from you exceeding the noise alert levels.

## 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 \$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

## SECURITY

To prevent theft of or damage to furnishings or your personal property, you agree to close and lock doors and windows when you are not present at the Property and upon check-out. Should you not be able to secure the Property, you should contact the Manager immediately.

## PEST CONTROL

Many different pests live and thrive in this part of Florida. This Property has been professionally treated by a commercial pest control company with precise and

complete preventative treatments in an effort to keep all the pests and bugs outside. Should you experience a pest control issue, please contact Manager so that the Owner's pest control company may attempt to eradicate the problem. Manager does not accept liability for unfortunate and seasonal visits of any wildlife including but not limited to rodents, insects, and sea life, and no refund or credit will be given related to such unforeseen events.

## 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 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

## SUSCRIBE TO TEXT COMMUNICATION

Clicking the box below provides consent to receive text communication from iTrip Palm Coast Flagler Beach relating to your reservation. Guests can opt out of this text communication at any time by following specified opt out procedures.

## 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 and/or use 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 fees and costs. Owner reserves the right to terminate this Agreement at their discretion at any time.

The undersigned Tenant is responsible for any cost of any damages sustained to the property, décor or its contents during the stay; this includes the moving of items, the moving of items to another property, breakage or any excessive cleaning charges incurred during my stay. This also means that Tenant is responsible for any damage caused by Tenant's guests.

By accepting this Agreement Tenant acknowledges that Tenant understands and accepts the terms and conditions of this Agreement. For purposes of this Agreement, you are both the principal for yourself and you are also the agent for all persons using the rental property under the terms of this Agreement. You understand and agree that it is your responsibility and duty to publish the terms of this Agreement to all persons who will use the rental property rented under the terms of this Agreement. You acknowledge and authorize iTrip to charge the credit card on file for any infractions, fees, or fines as outlined in this Agreement, any attempt to chargeback or dispute such charges with the credit card company is a breach of this Agreement providing iTrip all rights and remedies to pursue all damages and costs against you personally.

This rental agreement is governed, construed, and interpreted by the laws of the State of Florida. Should it become necessary for the Owner and/or Owner's Agent to employ an attorney to enforce the terms of this agreement, the Tenant shall pay all expenses and costs incurred for enforcement hereof, including reasonable attorney's fees. All parties to this Agreement agree and consent to the exclusive jurisdiction and venue in either the Flagler County Circuit Court or Flagler County Circuit Court Small Claims Division, depending on the amount in dispute. This consent to jurisdiction applies regardless of the home state of the Tenant. Accordingly, if any damage to the Premises occurs beyond reasonable wear and tear, owner and/or owner's agent shall be permitted to bring an action to recover such damages in the above-referenced courts against Tenant, in addition to all other remedies available in law or equity to Owner and/or Owner's Agent.

#### **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 \$100.00 administrative fee.

**GUESTS THAT CANCEL WITHIN THE 30-DAY TIME FRAME BEFORE CHECK-IN WILL BE CHARGED THE FULL AMOUNT. There will be no refund for early departure unless authorities request mandatory hurricane evacuation.**

**Vacation Insurance through Rental Guardian is recommended.**

#### **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: the unauthorized use of any internet service, cable, satellite TV, or internet charges, and all damages of any kind to the Premises 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.**