

iTrip Orlando (Delta Palms, LLC) Rental Agreement

iTrip Orlando / 7830 Lake Wilson Road #1009 / Davneport, FL 33896
Phone: (888) 847-0086 / orlandoinfo@itrip.net

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

This Agreement confirms your rental of 1301 Flamingo Cove at Tuscana for _NumNights_ nights as follows:

Stay Check-In: _CheckinDate_ at _CheckinTime_
Stay Check-Out: _CheckoutDate_ at _CheckoutTime_

Total Rental:\$ _Rental_
Total Fees:\$ _Fees_
Total Taxes:\$ _AreaTax_
Refundable Security Deposit:\$ _RefundableSecurityDeposit_
Booking Total:\$ _NetAmount_

Deposit required to create booking:\$ _DepositAmount_ (due _DepositDueDate_)
Remaining Balance:\$ _BalanceAmount_ (due _BalanceDueDate_)

AGREEMENT

Delta Palms, LLC, 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 1301 Flamingo Cove at Tuscana during the entire reserved dates. In addition to the Tenant, other authorized occupants may be family members or friends of the 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, the Tenant shall vacate the premises immediately without any refund. No key or access will be given to anyone who is not an adult.

The tenant further acknowledges that the unit being rented is a "transient" property and the occupancy is permitted only in the status of a "transient guest". Tenant confirms by signing this agreement that this is not, nor planned to be a permanent residence and occupancy is not allowed beyond the check-in and check-out dates stated in this agreement. If you have not vacated the premises at the check-out date and time you will be charged a late check-out fee or an additional night rental.

FAMILY RENTAL ONLY

We require the lead member of the party (reservation holder) to be 25 (twenty-five) years of age and to be staying on the premises for the full duration of the reservation. Age verification may be requested at any point. No parties or events of any kind are allowed. No arbitrage or 3rd party bookings are allowed or will be honored. At no point in the reservation should the total number of bodies in the home exceed the sleeping capacity of the home (8). Any violators will be evicted according to Florida Statute 508.141 with forfeiture of all monies.

RESERVATIONS

A reservation 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 and currency is USD unless otherwise noted. **While every effort will be made to have the unit available for check-in at 4:00 p.m., during high seasons or back-to-back bookings the cleaning service may require additional cleaning time and check-in may be delayed up to**

several hours. Entering the unit without approval before check-in time will result in fines and will automatically disqualify the Tenant from any presumed compensation for the state of the home, should it not be ready. FOR SECURITY PURPOSES, ADDITIONAL IDENTIFYING VERIFICATION WILL BE REQUIRED FOR ANY BOOKING WHERE CHECK-IN IS 5 DAYS OR LESS FROM THE TIME OF BOOKING.

FALSIFIED RESERVATION

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

DEPOSIT

A deposit totaling 20% of the agreed-upon Rental Rate is due with the acceptance of the rental agreement. Payment of the deposit shall be deemed as acceptance of this rental agreement. Payment may be made by major credit card or wire transfer; if funds are not credited within 24 hours booking will be canceled. The deposit amount is \$_DepositAmount_.

BALANCE

The balance payment is due 30 days before check-in, on _BalanceDueDate_. Payment may be made by major credit card via online payment; if funds are not credited within seven days booking will be canceled; if this happens, deposits will be refunded less a \$200.00 administrative fee. Any damage deposit collected will be refunded within 7-14 days of checkout pending inspection by the cleaning firm. Any payments that are flagged as possibly fraudulent will require additional identifying information in order to send check-in information.

ADDITIONAL FEES

Additional fees will be added to the reservation by adding optional amenities or services to your reservation. This list includes but is not limited to pets, pool heat, grill rental, crib rental, stroller rental, early check-in, late checkout, additional guests, etc. These fees must be paid in full before the trip begins. Some Resort Communities will charge additional amenities fees and these may or may not be included in your reservation, and they may or may not be optional. By signing this agreement, non-optional fees are due to the resort and they may pursue legal action if those fees are not paid.

FINES/DAMAGES

Any damages to the home or its contents are the financial responsibility of the tenant. Fines will be assessed for but are not limited to the following: tampering of any kind with pool equipment, unauthorized early check-ins or late check-outs, unauthorized pets, smoking of any kind in the home, additional cleanings, etc. If it is determined that a maintenance call-out is a false report or due to an issue caused by the Tenant or any of their guests, the tenant may be charged a trip fee (on top of any applicable repair costs). Costs incurred to clear drain lines, sewer lines, and garbage disposals of blockages caused by the Tenant will be charged to the Tenant.

CANCELLATION POLICY

If you need to cancel your reservation, cancellations must occur at least 30 days before the arrival date. If cancellation occurs 30 days or more before the arrival date all monies will be refunded except for a \$200.00 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 local or federal authorities request mandatory hurricane evacuation. Vacation Insurance is recommended.

HAZARDOUS PRACTICES

No barbecue grills of any kind are permitted in front yards, garages, inside the unit, or on balconies. Grills used in the rear of the home must be outside of the pool cage (if installed), a minimum of 10 feet from the home's structure, and must not be used under an awning, lanai, or overhang. No open flames (candles, turkey fryers, fire pits, tiki torches, etc) are permitted inside or outside of the home. Do not dismantle or tamper with smoke detectors, carbon monoxide detectors, pool alarms or fire extinguishers as they are there for your protection.

PET POLICY

This is NOT a pet-friendly home and NO animals are authorized to be in this home. If animals or evidence of animals are found to be accompanying this

reservation the tenant understands that eviction will occur with no refund of monies paid. Additional fines starting at \$500 will be incurred. If evidence of animals is found in the home after checkout, a \$500 fee as well as additional cleaning and/or damages fees will be assessed.

HOUSEKEEPING

There is no daily maid service and the cleaning fee (\$_CleaningFee_) paid with this booking covers the time to clean the home after your departure. **We require at least one cleaning for every 30 days stayed**; bookings that are longer than 30 days will be charged for additional cleaning(s). For the upkeep of the home, these additional cleanings are not optional. Additional cleanings can be arranged if desired.

Restroom and Kitchen Linens and towels are included and are not to be taken from the unit. An initial setup of trash liners, bathroom paper, and soap is also provided. Once this initial setup is depleted, the guest is responsible for additional items to be used during their stay.

In the event that the property is left in an abnormally dirty state (unapproved pets, smoking/vaping, excess trash, etc) and additional deep cleaning is needed, additional cleaning fees will be assessed to the Tenant.

UTILITIES

This is a residential home and we have no control over the local utilities. No compensation will be given for temporary outages of electricity, gas, water, cable, internet, or telephone service (some units may not have phone service). Outages will be reported as soon as we are aware of them and all efforts will be made to have them restored as soon as possible. If utility costs are higher than average of the last 3 months prior to your check-in and deemed excessive you will be required to pay the difference

KEYS/ACCESS CARDS

This unit is equipped with a Keyless Door lock and you will be issued a code to use during your stay. This code will be sent to you via email along with your check-in/check-out procedures before your arrival. PLEASE DO NOT GO TO THE FRONT DESK. If the home has resort amenity access keys issued they must be left in the unit upon checkout. Missing keys will be charged at \$50.00 per key.

NO SMOKING OR VAPING • NO EXCEPTIONS

Smoking and/or vaping of any kind is strictly prohibited. Florida law prohibits smoking/vaping on balconies of shared housing (condos/apartments) or shared entryways with other units. Fines starting at \$500 will be issued for ANY evidence of smoking or vaping is found in the unit after your departure.

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).

If maintenance items are reported during your stay, please expect that our team or contractors authorized by us will enter the home to address the reported items. Guests do not need to be present for maintenance activity.

Homes with pools and hot tubs are under the weekly care of a team of professionals. As mandated by the state of Florida and for your safety, a team will be onsite once a week to test the water quality and make any necessary adjustments. These visits are not optional and cannot be scheduled, rescheduled, or refused. This team will not access the home and tenant does not need to be present for this visit.

RULES AND REGULATIONS

1. The lead guest must be at least 25 years of age and proof may be requested at any time.
2. 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 expected. Accidents happen; please report any damage to the unit or its contents immediately.

If damage is found, the Tenant is responsible for the cost to repair or replace the item(s) to their original condition and money will be deducted from the damage deposit. If damage exceeds the damage deposit, Delta Palms, LLC reserves the right to charge the credit card for any amounts that exceed the damage deposit.

3. All dishes are to be washed and all bagged garbage removed from the premises and placed in outside receptacles (your property checkout instructions will provide more detail). Beds are not required to be stripped. Please leave all linens and bedding on the beds in their respective rooms.
4. Close all blinds in all rooms and set the thermostat to "cool" and 79 F. Do not leave windows or doors open when the air conditioner or heater is operating. Please lock the unit each time you leave the premises and upon checkout.
5. The maximum number of occupants shall not exceed 8 as stated on the website for this unit, not including a child in a crib.
6. Furnishings and towels are not to be removed from the premises for use outside or in other properties.
7. The Pet policy must be observed. Pets are not allowed on the premises unless specifically authorized by iTrip Orlando/DP, LLC
8. NO Smoking or Vaping is allowed.
9. NO Parties or Gatherings. At NO time should the total amount of bodies in the unit be more than the advertised occupancy. Parties or Gatherings will result in fines and eviction, with no refund due.
10. If keys or key cards are used, including resort amenities keys or fobs, all keys are to be returned upon check-out by Tenant. There will be a \$50.00 charge per key if not left in the unit at time of check out.
11. All purchases must be settled at the time any service or transaction is made, you will not be able to make any charges to the room.
12. You may have access to resort community amenities and you agree to abide by all resort rules. Some resorts require a resort fee which will be identified by us at the time of booking.
13. POOL HEAT: If there is a pool with the unit and you request a heated pool, an additional nightly energy fee will apply. Pool heaters are heat pumps that fluctuate with ambient temperatures and will heat, on average, to 10 to 15 degrees F above ambient temperatures (rain and windy conditions also affect pool temperature). Pool heat pumps may not operate when temperatures drop below 60 degrees F. The maximum water temperature that may be achieved is 83 - 85 F. All heaters are set with timers and will not heat overnight so some temperature loss may be experienced overnight but will be made up during the day. No refunds are given for pool heaters that operate as intended as outlined above.
14. POOL SAFETY: All homes with a pool have a child safety fence or pool door alarm, which will be in place when you arrive. You may remove a part of all of the fence during your stay and if you do, it is solely at your own risk. At the end of your stay please re-install the fence, failure to do so will result in a \$45.00 installation fee which will be deducted from your security deposit. Disarming the pool door alarm will result in fines pursuant to local & state authorities.
15. 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.
16. Please do not re-arrange furniture, if furniture is found moved from its original position there will be an additional maintenance charge that will be subtracted from the damage deposit to put it back to its original position.

Please Note: As transient Vacation Rental Guests, the party leader and all guests of the party leader are required to surrender and vacate the premises immediately upon the aforementioned Check-Out Date and Time.

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 previously stated (24 hours per day, 7 days per week, 365 days per year)
- 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,
- Party planning, advertising for a party, or parties in the home or on the property are strictly prohibited and will be considered a breach of this rental agreement, all occupants will be required to immediately vacate the property.

RESPECTFUL BEHAVIOR

Please treat the home, the neighbors, the community, and our team of iTrip Staff and contractors with respect; we will do the same. iTrip Orlando/Delta Palms, LLC reserves the right to discontinue service and cancel the booking if the tenant or any of the tenant's guests display aggressive or abusive behavior towards our staff.

HOLD HARMLESS - iTrip Orlando/Delta Palms, LLC or the Owner, does not assume any liability for loss, damage, or injury to persons or their personal property. Neither does iTrip Orlando/Delta Palms, LLC nor Owner accept any liability for any inconveniences, damage, loss or injury arising from any temporary defects or stoppage in the supply of water, gas, cable service, electricity, internet, or plumbing, as well as issues due to weather conditions, natural disasters, acts of God, or other reasons beyond its control.

POOL, PATIO & BATHROOMS - Tenant hereby acknowledges that the premises they have reserved may include a community pool and/or private pool with the unit, and the undersigned agrees and acknowledges that the community pool and or private unit pool, patio/deck, and bathrooms can be dangerous areas, the deck/patio and bathroom floors 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 or private unit pool and patio areas.

MAINTENANCE - Please report any maintenance needs to iTrip Orlando/Delta Palms, LLC and we will address them as quickly as possible. Refunds will not be made for loss of use due to maintenance issues including, but not limited to heating and air conditioning, pool heating, appliances, televisions, DVD, game consoles, and stereos. If it is determined that a maintenance call-out is a false report or due to an issue caused by a guest, the guest may be charged a trip fee. Costs incurred to clear drain lines, sewer lines and garbage disposals of blockages caused by the Tenant will be charged to the Tenant. Damage fines will be assessed for tampering with pool equipment.

LINNENS • TOWELS • SUPPLIES

Your home will be furnished with bed linens, blankets, bath towels, washcloths, and pool towels, if applicable. It will also have ONE of each of the following: body soap, shampoo, conditioner, dish soap, dishwasher tab, clothes washer tab, 1 garbage bag per garbage can, toilet paper, and paper towels. Since occupancy and stay lengths vary, please be prepared to purchase any additional supplies needed for your stay.

Missing, damaged, or stained towels or linens will be charged to your account as follows:

- \$25.00 each for bath and hand towel
- \$5.00 each for face cloth
- \$25.00 each for linens and pillows
- \$25.00 each for remote control(s)
- \$50.00 each for pots, pans and dishware

PARKING

Parking is limited to the designated area(s) and guests assume all risks. Neither the Owner, Owners Association, nor iTrip is responsible for any vehicle damage/theft. No boats, jet skis, campers, trailers, or RVs, are allowed. Please check your welcome letter for specific HOA rules regarding parking.

STAIRS/ACCESSIBILITY

There may be stairs to enter the premises (see pictures and inquire if any concerns).

FEDERAL, STATE, AND LOCAL LAWS • HOA RULES

Tenant and any guest of Tenant shall obey all FLORIDA state laws, as well as LOCAL laws and HOA rules while they are on the premises. Failure to abide by the laws of Florida may result in removal and forfeiture of rental fees and security/damage deposits.

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 \$1,500.00 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 \$1,500.00 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:** \$60.00 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 \$1,500.00 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 and iTrip Orlando/Delta Palms, LLC 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 and iTrip Orlando/Delta Palms, LLC free and harmless of any claim or suit arising therefrom. 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. iTrip Orlando/Delta Palms, LLC reserves the right to terminate this Agreement at its discretion at any time.

Please remember that you are renting somebody's loved on and lived in home, and we ask that you treat it with the same respect as you would your own!

To all who come to this wonderful place, Welcome! Thank you for renting with iTrip Orlando!