

iTrip Rental Agreement

iTrip Charlotte / 1040 Dale Earnhardt Blvd. #531 / Kannapolis, NC 28083

Phone: (704) 912-4199 / Fax: / charlotte@itrip.net

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

This Agreement will confirm your rental of *Whispering Willow Cabin 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_)

CANCELLATION POLICY

Cancellation requests must be sent via email. If the cancellation occurs at least 30 days before the arrival date, all monies will be refunded except for a \$250.00 cancellation fee (if less than \$250 has been paid, all monies will be forfeited). RESERVATIONS THAT ARE CANCELLED LESS THAN 30 DAYS BEFORE ARRIVAL WILL NOT RECEIVE A REFUND. No changes to the reservation are permitted within 30 days before arrival. The comprehensive trip insurance we offer is HIGHLY recommended. There will be no refund for early departure, even in the event of a mandatory hurricane evacuation, nor will a refund be given for travel restrictions or a travel ban. **(FOR BOOKINGS NOT MADE THROUGH Marriott Homes & Villas)**

AGREEMENT

iTrip Charlotte, 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 *Whispering Willow Cabin 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. No key/code will be issued to anyone who is not an adult. The terms of this agreement shall be subject in all respects to the HOA requirements for tenants of the property. Any failure to comply with these requirements shall constitute a default under the agreement.

RESERVATIONS

May be placed up to two (2) years 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 _CheckinTime_, during high season cleaning crew may require additional cleaning time and check in may be delayed up to 5 pm.

FOR BOOKINGS MADE THROUGH URBAIN/Marriott Homes & Villas

Urbain/Marriott Homes & Villas will be taking full payment from the tenant at the time of booking and sending a confirmation to reflect this.

DEPOSIT

A deposit totaling 35% of the agreed-upon Total Amount is due with the acceptance of rental agreement. Payment of deposit shall be deemed as acceptance of this rental agreement. Payment may be made by major credit card. **(FOR BOOKINGS NOT MADE THROUGH URBAIN or Marriott Homes & Villas)**

BALANCE

Balance is due 30 days before the arrival date. The balance is due on _BalanceDueDate_. A major credit card may make payment. **(FOR BOOKINGS NOT MADE THROUGH URBAIN and Marriott Homes & Villas)**

LATE CHECK-OUTS/EARLY CHECK-INS

Normal Check-out time without incurring additional fees would be 10 AM EST (based on availability). Normal Check-in is 4 PM EST. You must contact us 24 hours before Check-out/Check-in to determine whether this is possible. If you wish to check out later than 10 AM EST, you can request a Late Check-out, allowing you to check out until 5 PM EST (if available). There will be the following additional charge.

EARLY CHECK-IN / LATE CHECK-OUT (1-3 BD) \$100 + tax per trip

EARLY CHECK-IN / LATE CHECK-OUT (4+ BD) \$200 + tax per trip

Please inform us if you wish to add the Late Check-out/Early Check-in option to your reservation. NOTE: If guests are found at the property after Check-out without prior consent, guests are subject to additional taxes and fees that will automatically be charged to their account.

HAZARDOUS PRACTICES

No barbeque grills are permitted on balconies or in the unit. No open flames, ie. Candle burning is 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.

DOG-FRIENDLY HOME

This is a **DOG-FRIENDLY HOME**. A **\$100+tax Non-refundable Pet fee** will be added to your rental if you bring your dog(s). Please let us know if you bring a dog(s) so we can accommodate your request. If you bring more than 2 pets, there is an additional charge. You are also expected to clean up after your pet(s) during your stay. Please keep pet(s) off of furniture and beds. Excessive pet hair in these areas will result in additional cleaning fees. Thank you for your cooperation! Please let us know if you decided to bring a pet(s) and haven't informed us already.

If you are an extended stay guest (over 31 days long), a one-time \$200 Non-Refundable Dog Fee will be applied instead.

(If you have not already) Please email a PDF photo of your dog to maryc@itrip.net and include the following information:

-Breed/Weight/Age of your dog:

-Indicate if you bring a travel kennel/corral when the dog is unattended?

DOG RULES

*The dog must be leashed when not inside the property.

*Please pick up any messes/dog waste inside and outside and place in a sealed bag.

*Please utilize your travel kennel/corral when the pup is unattended.

*Please keep dog off of all furniture and beds.

*Excessive dog hair will result in additional cleaning fees not included in the required dog fee.

*Please stop/prevent constant, nuisance barking as this might cause citations from the neighborhood or possible eviction with no refund.

We appreciate your kind respect as we understand that traveling with your dog can be a wonderful experience!

FAMILY RENTAL ONLY

Reservations made for teenagers or young single groups will not be honored without accompanying adults staying in the unit at ALL times. Primary renter must be 25 or older and present for the entire stay. Any violators will be evicted with forfeiture of all monies.

PARKING

DO NOT park on the grass areas (if applicable). If you violate this rule, you could be penalized \$500 or more depending on the damages caused by your vehicle. Please make sure not to leave items of value in your car.

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 are not to be taken from the unit. An initial setup of trash liners, bathroom paper, and soap is provided. There is a \$ _CleaningFee_ one-time cleaning fee. Additional cleaning fees will be due if deep cleaning is necessary. A deep cleaning may be required for any stay over 31 days.

UTILITIES

No compensation will be given for a temporary outage of electricity, gas, water, cable, or telephone service. Outages will be reported immediately, and all efforts will be made to restore them as soon as possible. Please note that you may want to bring a calling card for placing long-distance phone calls, as these are restricted.

KEYS

You will obtain your key and/or code once you book with us.

POOL ACCESS (if applicable)

ONLY ONE POOL FOB PER UNIT. *If you lose the fob, iTrip will keep the \$100 Pool Fob Deposit.**

NOTE: If you lose the fob, we can not guarantee that we will be able to provide you with another fob within the duration of your stay. It is a lengthy process to obtain a new one each time.

NONSMOKING UNIT

Smoking is strictly prohibited. Evidence of smoking in the house subjects the tenant to a \$500 fine. You will also incur an additional charge for carpet cleaning and deodorizing if any evidence of smoking is found.

NO PARTIES

Parties are strictly prohibited. Evidence of a party at the house subjects the tenant to a \$1500 fine (or more). You will also incur an additional charge if there are any damages.

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).

RULES AND REGULATIONS

1. Tenant agrees to leave the premises and 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.
3. Close all blinds in all rooms.
4. The maximum number of occupants shall not exceed 10 people, not including a child in a crib.
5. Furnishings should not be removed from the premises for use outside or in other properties.
6. Pets are allowed on premises.
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. All key fobs are to be returned upon move-out by Tenant. There will be a \$100.00 charge per key if not returned within check-out date.
10. Tenant and any guest of Tenant shall obey all laws of the state of North Carolina and local laws at all times while they are on the premises. Failure to abide by the laws of North Carolina or the above rules may cause tenant to be asked to vacate the premises and forfeit all rents and security/damage deposits.

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 10 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 interferes with neighbors' right to quiet enjoyment of their premises.

HOLD HARMLESS

iTrip 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, acts of God, or other reasons beyond its control.

POOL & PATIO

Tenant hereby acknowledges that if the premises they have reserved includes a pool / hot tub/deck and the undersigned agrees and acknowledges that the community pool / hot tub/deck can be dangerous areas, that the area around these 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 pool / hot tub/deck 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 heating and air conditioning, appliances, televisions, 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 on the premises is limited to what appears in the property description. If tenant needs to park their boat, jet skis, trailers or RV it must be approved before check-in.

TELEPHONES

Telephones are not provided.

EXCESSIVE UTILITY USAGE - FOR 30-DAY RENTALS ONLY

An Excessive Utilities Fee shall be imposed on the tenant if a spike in electricity/gas/water occurs during booked dates.

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 attorneys fees and costs. Owner reserves the right to terminate this Agreement upon their discretion at any time.

OWNER-PROVIDED GOLF CARTS (IF APPLICABLE)

Tenant acknowledges and agrees that the operation of a golf cart is a serious and potentially hazardous activity. TENANT SHALL BE RESPONSIBLE FOR OPERATION OF OWNER-PROVIDED GOLF CARTS BY TENANT, THEIR FAMILIES AND GUESTS AT THEIR OWN RISK AND FOR ANY AND ALL RELATED DAMAGES RESULTING FROM SUCH OPERATION, WHETHER OR NOT CONSEQUENTIAL. Owner-provided golf carts are equipped with seat belts, use of which is advised by Owner for tenant, their families and guests, and is required for any such operators or passengers of Owner-provided golf carts who are under age 18. NC law requires a valid driver's license to operate any golf cart ANYWHERE in the Town of Lake Lure, and operation of an Owner-provided golf cart by any unlicensed Tenant, Tenant family member, or guest is prohibited, Tenant's breach of this provision shall constitute a material breach of this Agreement, and shall result in termination of Tenants tenancy. NOTE: WE DO NOT ALLOW ANYONE UNDER 18 TO DRIVE THE GOLF CART.

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.

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

Free Activities Included with your stay! (Available for Mountain properties ONLY at this time.)

As a thank you for staying with iTrip Charlotte you will receive complimentary admissions to popular local attractions every day of your stay. Be on the lookout for emails from Xplorie that will explain how it all works, available activities and how to redeem your complimentary admissions. Please add hello@fun.xplorie.com to your contacts to ensure message delivery. Only valid for short term stays.

Please remember that you are renting a private home. Please treat it with the respect you would like shown in your home.