

iTrip Rental Agreement

iTrip DFW / 2305 Granbury Dr. / Mesquite, TX 75150

Phone: (469) 445-2112 / Fax: / ftworth@itrip.net

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

This Agreement will confirm your rental of The Cove at Whitney Unit A: Luxury Lakefront Retreat with Semi-Private Cove and Fire Pit 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 DFW, 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 The Cove at Whitney Unit A: Luxury Lakefront Retreat with Semi-Private Cove and Fire Pit 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 door code will be issued to anyone who is not an adult.

RESERVATIONS

may be placed up to one year in advance, but are subject to the rates in effect for the year said reservations are placed. All times are 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_, during high season cleaning crew may require additional cleaning time and check in may be delayed up to 5 pm.

DEPOSIT

A deposit totaling 25% of the agreed upon Total Amount is due with acceptance of rental agreement. Payment of deposit shall be deemed as acceptance of this rental agreement. Payments are to be made by major credit card only. Personal checks will not be accepted. The deposit amount is \$ _DepositAmount_.

BALANCE

Balance is due 30 days prior to arrival date and may include a refundable damage deposit. The balance is due on _BalanceDueDate_. Payments are to be made by major credit card only. Personal checks will not be accepted; if funds are not credited within seven days booking will be cancelled; if this happens, deposits will be refunded less a \$200.00 administrative fee. Damage deposit will be refunded within 7 -10 days of checkout pending inspection by cleaning firm.

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 \$200.00 administrative fee. **GUESTS THAT DO NOT CANCEL 30 DAYS OR MORE BEFORE ARRIVAL DATE, GUESTS WILL BE CHARGED THE FULL AMOUNT.** There will be no refund for early departure unless authorities request mandatory hurricane or tornado evacuation. It will be considered an early departure when a guest leaves the property and does not return back to the property within 24 hours.

Vacation Insurance is recommended. If you booked through a Third Party site, please refer to your booking confirmation for cancellation policy details.

HAZARDOUS PRACTICES

No barbeque grills of any kind 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 smoke detector alarm.

ABSOLUTELY NO PETS

are allowed. 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. A \$500 pet deposit will be charged to booking guest.

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 the Texas Property Code 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 maid service**. Linens and towels are included and not to be taken from the unit. An initial setup of trash liners, bathroom paper, paper towels, and 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.

UTILITIES

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

KEYPAD

You will use a electronic keypad to enter property. Code will be sent via email on day of arrival.

NONSMOKING UNIT

Smoking is strictly prohibited. Your damage deposit will be forfeited and you will incur an additional charge for carpet cleaning and deodorizing if any evidence of smoking 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. 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 its 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. Please place trash bins in front of house for pickup.

3. Close all blinds in all rooms.
4. The maximum number of occupants shall not exceed 4 people, not including a child in a crib. If we determine you have more than 4 people, we will charge a fee of \$100 per night, per person
5. Furnishings are not to be removed from the premises for use outside or in other properties.
6. "No pets" policy must be observed. Pets are not 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. Tenant and any guest of Tenant shall obey all laws of the state of Texas, as well as local laws, at all times while they are on the premises. Failure to abide by the laws of Texas or the above rules may cause tenant to be asked to vacate the premises and forfeit all rents and security/damage deposits. Management has right to evict guest/guests at anytime during thier stay at the property.
10. No parties/events at property. If we determine that a party/event is taking place, management has the right to evict tenants and guests according to the Texas Property Code with forfeiture of all monies.
11. If determined that a party/event took place at property on any of the nights reserved, reservation guest(s)/tentant(s) will be charged a fee of \$500, no exceptions.

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 4 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 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.

ASSUMPTION OF RISK, LIABILITY RELEASE, INDEMNIFICATION

I acknowledge and agree that I am personally responsible for my own safety as well as the safety of my spouse, children and guests (collectively, "Invitees") while staying at, or utilizing the Property.

I agree to comply with, and to cause my Invitees to comply with, the iTrip Vacations Fort Worth's and Owner's Rules and Regulations while at the Property and in

connection with my/our use of iTrip Vacations Fort Worth's and/or Owner's use of the Property's amenities, which may include, but shall not be limited to, the following: swimming pool(s), hot tub, fitness/sports facilities/courts, fitness equipment, grills, fire pits, horseshoe pits, shuffleboard courts, pickle ball courts, tennis courts, bicycles, helmets, river float tubes, kayaks, stand up paddleboards, life vests, etc. (collectively, "Amenities").

I further acknowledge and agree that the Property is lake/river-front property. As such, I confirm and understand there are many risks and dangers associated with lake/river-front property, including boating and activities around and in the water, Property, docks, shore walls and other watercraft. There are risks of collisions, falls, injuries to spine, arms and legs, pinching, drowning, and death can arise from the negligence of others, your, Invitees, weather conditions, acts of God, and water conditions and your own experience and abilities.

For my own safety and the safety of the Invitees who may be participating in and taking part of the Amenities, and the use and exposure to the lake/river-front aspects of the Property, I understand the risks and have explained them to the Invitees. I knowingly and freely assume all such risks, (both known and unknown, even if arising from the negligence of others) and assume full responsibility for both my use of the Property and Amenities, as well as my Invitees use of the Property and Amenities, including any minor children/wards under my custody and care.

I also acknowledge that due to the fact that iTrip Vacations Fort Worth properties and this Property are open for use by other individuals that I and my Invitees are at a higher risk of contracting diseases and viruses, including, but not limited to COVID-19. With full awareness and appreciation of the risks involved, I, on behalf of myself, my Invitees, and my estate, heirs, executors, administrators, trustees, assigns and personal representatives, hereby forever release, waive discharge, and covenant not to sue the iTrip Vacations Fort Worth, the Owner of the Property and its subsidiaries, and their respective board members, directors, members, officers, agents, servants, independent contractors, affiliates, employees, successor and assigns (collectively the "Released Parties") from and against any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or my Invitees, related to my/our use of the Property, the Amenities, or arising from any disease or virus, including, but not limited to COVID-19, whether caused by the negligence of the Released Parties, any third-party using the Property, or otherwise, while participating in any activity while in, on or around the Property, Amenities or properties associated with iTrip Vacations Fort Worth.

I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the Property or the Amenities, whether caused by the negligence of the Released Parties or otherwise specifically related to any disease or virus, including, but not limited to, COVID-19.

PRIVATE COVE AREA

Tenant hereby acknowledges that the premises they have reserved does include lake access beyond the property line of rental property, and does have a trail leading down to the private cove. The undersigned agrees and acknowledges that (a) leaving the property for lake access and (b) taking the trail to private cove can be dangerous 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 (a) leaving the property via trail. Property Owner and Manager may not be held responsible for any injury that may occur.

I UNDERSTAND THAT I HAVE DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO. I assert that I am physically fit to participate and I will not hold the Property Owner or Property Management Company, or their employees, agents or other associated personnel responsible if I am injured as a result of ANY problems (medical, accidental or otherwise) which occur while staying at the property and (a) leaving the property line via lake trail. I fully understand that the property has limited medical facilities and that in the event of illness or injury, appropriate care must be summoned by phone and treatment will be delayed until I can be transported to a proper medical facility. I agree in advance to these conditions. The Owner and Property Manager have made no representations to me, implied or otherwise, that they or their staff can or will perform safe rescues or render first aid. I agree to forever discharge and release the Property Owner, The Property Management Company, its employees and agents and affiliates, from any and all responsibility or liability for any and all injuries or damages. I agree NOT to make a claim against or sue any of the above parties for injuries or damages whether they arise or result from any NEGLIGENCE or other liability, EVEN IN CASES OF GROSS NEGLIGENCE. I further specifically agree, on behalf of myself, my heirs and assigns, to indemnify and hold harmless the released parties for any and all causes of action arising as a consequence of any incidents which might occur as a consequence of my participation in any activities with or involving the released parties.

MAINTENANCE

Please report any maintenance needs for the premises to the 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.

LINENS/TOWELS/SUPPLIES

The owners furnish linens and towels. Do not take bath towels or property furniture down to lake area. Any lost, damaged, or if evidence is found that towels, linens, or furniture were take down to lake area, a non-refundable charge will be charged to reservation tenant. 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

at the premises is limited to 6 vehicles. No boats, jet skis, trailers or RVs without prior approval of management.

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 \$2,000.00 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 \$2,000.00 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:** \$80.00 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 \$2,000.00 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 attorneys 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 not limited to: unauthorized long distance telephone, cable, satellite TV or internet charges, damages 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.