

iTrip Rental Agreement

iTrip Key West / PO Box 420642 / Summerland Key, FL 33042

Phone: (305) 946-1543 / Fax: (305) 417-6525 / keywest@itrip.net

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

This Agreement will confirm your rental of Cuddie Cottage 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 Key West, 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 Cuddie Cottage, located at 701 Spanish Main Dr #83, Cudjoe Key, FL 33042, 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 will be issued to anyone who is not an adult. Additionally, to prevent fraud, we require a copy of Tenant's Driver's License or Identification Card and a copy of the Credit Card used for this payment. Please copy both, scan and submit to keywest@itrip.net. Failure to do so may result in cancellation of your reservation. Guest acknowledges that there is a fee (as of Sept 1, 2023 \$116.28 + 7.5% tax = \$125.00) payable to Venture Out to enter and use the amenities in Venture Out and agree to pay at time of check-in.

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 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. Any reservation resulting from a rate error for any reason, including, but not limited to technical "glitch", pricing anomaly, etc are invalid and will be canceled and any monies paid will be refunded.

DEPOSIT

A deposit totaling 35% 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. 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 cancelled. The deposit amount is \$ _DepositAmount_.

BALANCE

Balance is due 60 days prior to arrival date and includes a refundable damage deposit. The balance is due on _BalanceDueDate_. Payment may be made by traveler's checks or certified check or major credit card. Personal checks will be accepted upon approval; if funds are not credited within seven days booking will be cancelled; if this happens, deposits will be refunded less a \$250.00 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 60 days prior to arrival date. If cancellation occurs 60 days or more prior to arrival date all monies will be refunded with the exception of a \$250.00 administrative fee. GUESTS THAT DO NOT CANCEL WITHIN THE 60-DAY TIME FRAME 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

Outdoor fireplaces, fire pits, unattended barbecues, or any other outdoor open fire sources are prohibited. 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.

NO PET/PET POLICY

Pets are strictly prohibited. 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. Additional charges may be incurred for remediation of pet(s) related issues, including excessive hair, strong smells, urine/feces, etc. Additional charges will be billed to the credit card on file. Limited Damage Waiver does not cover pets or pet damage.

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 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, 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.

KEYS

You will obtain your keys from the lock box upon check-in. There is a \$500 fee to relock and rekey the property if all keys are not returned at time of check-out.

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.
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. All keys are to be returned upon move-out by Tenant. There will be a \$500.00 charge to rekey and relock the property if all keys are not returned at time of check-out.
10. Tenant and any guest of Tenant shall obey all laws of the state of Florida, as well as local laws and Venture Out regulations, 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.

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, 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. Overnight sleeping on seawalls or other outdoor areas is prohibited. Tents/canopies are prohibited on any unit and are defined as any portable shelter of canvas, plastic, or other like material independently supported by more than one pole and/or frame. Children seventeen (17) years of age or under may be on the streets or Common Areas within Venture Out between the hours of 11:00 P.M. to 6:00 A.M. unless accompanied by a parent or legal guardian. The Venture Out Manager (or Manager's Designee) shall be authorized to allow exceptions to the aforementioned restrictions in extreme hardship circumstances at their sole discretion.

If a Tenant commits an act of vandalism, rowdiness, or disorderly conduct, uses foul language, or violates any Venture Out rule or regulation, he/she shall be ordered to leave Venture Out property immediately. If such Tenant refuses to leave, he/she shall be considered trespassers upon Venture Out property and Security shall call the Monroe County Sheriff's Office

for assistance. Any Tenant ordered to leave Venture Out property shall not be permitted to re-enter the property for at least one (1) year. A Tenant shall always comply with all Venture Out rules and regulations and shall be responsible to see that they are faithfully observed by their family, guests, invitees, and all other persons over whom they exercise control and supervision.

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 includes 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.

MAINTENANCE/DAMAGE

Please report any maintenance needs for the premises to (305) 340-1355 or keywest@itrip.net 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.

Please report any accidental damages immediately to us at keywest@itrip.net.

LINENS/TOWELS/SUPPLIES

The owners furnish clean 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 the premises is limited to one vehicle. Renters shall be issued one (1) temporary pass which shall be a tag of a distinctive color to indicate the term and unit number of their stay upon entering Venture Out. The guest pass must be displayed on windshield or rear view mirror. Vehicle must fit completely into the driveway and may not extend out into the road. No boats, jet skis, trailers or RVs can be parked in the driveway. No vehicle or trailer may be parked in the street between 12:00 Midnight to 6:00 A.M., except in an emergency.

Short-term overflow parking passes must be purchased for any vehicles over the one (1) vehicle issued the gate pass as available. The primary Overflow Parking Lot is located at the North side of the Pavilion. This lot is designated for short-term overnight fee parking of private licensed vehicles, licensed boats/trailers and licensed Recreational Vehicles (RVs). All other common parking areas (except for parking spaces reserved for Post Office use) may be utilized for overnight overflow fee parking on an as-needed basis at the Venture Out Manager's (or Manager Designee's) discretion. Commercial vehicles or storage trailers shall be allowed to park in common parking areas only at the Venture Out Manager's (or Manager Designee's) discretion. A five dollar (\$5.00) per night overflow parking fee shall be charged and must be paid in advance to park a transportation vehicle or trailer twenty feet (20') and under in length overnight in any common parking area. If not prepaid, one written warning may be issued and/or vehicles towed at the owner's expense and in addition the postpaid parking fee shall be \$25 per night for any nights not prepaid for. A ten dollar (\$10.00) per night overflow parking fee shall be charged and must be paid in advance to park an RV or trailer longer than twenty feet (20') in length overnight in any common parking area. If not prepaid, one written warning may be issued and/or vehicles towed at the owner's expense and in addition the postpaid parking fee shall be \$25 per night for any nights not prepaid for. Maximum stay in common parking areas (except for Green and Red long-term storage lots) will be limited to two (2) weeks per vehicle during the Winter Season (December 1st through March 31st). This may be extended on a day-to-day basis at the Venture Out Manager's (or Manager Designee's) discretion.

Upon the issuance of one written warning, all vehicles non-compliant with the street/common area Parking Provisions herein shall be towed at the owner's expense. Towing signs are displayed, as required by Florida State Statute, at the Venture Out entrance and at each Block entrance.

BOATS

Tenants that bring their own boats shall not dock their boats at any unit other than the one they rent without unit owner's permission. Boat speed on canals, marina and Condominium perimeter shall be limited to "NO WAKE" and "FIVE (5) MILES PER HOUR". No boat shall be moored in any manner blocking free entrance, exit, or use of any waterway within or on the Condominium perimeter. Rafting of boats is strictly prohibited. No boat shall be used as sleeping quarters on the waterways within or on the Condominium perimeter. No boat shall be moored adjacent to the seawall of Condominium common use property except in the Marina. Mooring in the Marina for up to forty-eight (48) hours will only be permitted by the Venture Out Manager (or Manager's Designee). Small boats that are not required to be registered with the State of Florida, kayaks, or canoes are allowed to be properly stowed upon a unit. However, the watercraft must be tied down when the owner is not in residence. No trailered boat or boat trailer may be parked overnight on any unit without the Venture Out Manager's (or Manager Designee's) permission.

VEHICULAR AND PEDESTRIAN TRAFFIC

All motorized vehicles(e.g.cars,trucks,motorcycles,scooters,etc.), except golf carts, shall be operated by LICENSED DRIVERS ONLY. A golf cart may be operated by a non-licensed driver over the age of eighteen (18). A bicycle or golf cart may not be used to carry more persons at one time than the number for which it is designed or equipped. No vehicle of any kind, including bicycles, shall exceed the Condominium limit often (10) miles per hour. All vehicles, including bicycles, when operating at night shall be equipped with a front light and rear light or reflector.

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 \$2,500.00 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 \$2,500.00 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:** \$100.00 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 \$2,500.00 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 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.