



## Rental Agreement

**iTrip Park City / 6300 North Sagewood Dr H521 / Park City, UT 84098**

**Phone: (435) 245-1713 / Fax: (888) 316-6844 / pcreervations@itrip.net**

Tenant: TenantName Phone: TenantPhone Email: TenantEmail  
Address: TenantStreet, TenantCity, TenantState, TenantPostal

This Agreement will confirm your rental of Mid-Mountain Ski Home | Ontario Ave 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 Park City, , 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 PROPERTY NAME 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. 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 any time during the length of the stay. NO EXCEPTIONS!

### INDEMNIFICATION

Tenant agrees to indemnify, defend, and hold harmless the Owner, iTrip Park City, and their respective agents, employees, and representatives from and against any and all losses, damages, claims, liabilities, and costs (including reasonable attorney's fees) arising from or related to Tenant's use or occupancy of the premises, or from any activity, work, or thing done, permitted, or suffered by Tenant in or about the premises.

### RESERVATIONS

Reservations may be placed up to 11 months in advance but are subject to the rates in effect for the year said reservations are placed. All times are Mountain Standard or Mountain Daylight 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, the cleaning crew may require additional cleaning time, and check-in may be delayed up to 5 pm. Refunds will not be provided for reasonably delayed check-in times.

### FALSIFIED RESERVATION

Any reservation obtained under false pretense will be subject to forfeiture of reservation deposit, damage deposit, and/or balance of rental payment. You must be over 25 years of age to rent any property. The person making the reservation must be present during the stay. RELATIVES, PARENTS ETC. MAY NOT COMPLETE A RESERVATION FOR OTHER PEOPLE. THE RESERVATION AND RENTAL AGREEMENT MUST BE IN THE NAME OF THE PERSON STAYING IN THE HOME. IF YOU ARE AN ASSISTANT TRYING TO BOOK FOR SUNDANCE, PLEASE CONTACT US FOR FURTHER INSTRUCTIONS.

### 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. We require at least one member of the party to be 25 (twenty-five) years of age. Any violators will be evicted with forfeiture of all monies paid toward the reservation.

## DEPOSIT

A deposit totaling 30% of the agreed-upon Total Amount 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 using a major credit card only. The deposit amount is \$\_DepositAmount\_.

## BALANCE

The balance is due 30 days before arrival, on \_BalanceDueDate\_. Payment may be made using a major credit card only. We may charge your card for the balance due if it is not paid on the due date. Failure to pay the balance by the due date may result in cancellation of the reservation and forfeiture of the deposit paid.

## CANCELLATION POLICY

If you cancel your iTrip reservation, there is a cancellation fee of \$200.

All cancellations must occur at least 30 days before arrival. All monies will be refunded if cancellation occurs 30 days or more before the arrival date. 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 authorities request mandatory evacuation.

**Travel Insurance is highly recommended to protect you against unforeseen circumstances.**

You are not required to purchase travel insurance, but you may view coverage offered by our carrier at this link: \_TravellInsurance\_

## HAZARDOUS PRACTICES

No fire-activated barbeque grills of any kind are permitted on balconies or in the unit, and no open flames, i.e., candle burning, are permitted on balconies or 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. Guests will be charged a minimum \$250 repair and inspection fee for tampering with or deactivating any smoke alarm, CO2 alarm, or noise monitor.

Candles, incense, and essential oils (diffusing, vaporizing, etc.) are prohibited.

Absolutely no fireworks, sparklers, pop-its, or any other firework-like items.

These items and activities will be treated as smoking, a fine will be assessed, and the guest may be evicted without a refund.

## NON-SMOKING / NON-VAPING UNIT

Smoking anything in and around the home is strictly prohibited.

For safety and to assure that our homes are not exposed to items or actions that create an odor that is unhealthy and objectionable and that is difficult to remove from the air, carpet, walls, and furniture, we do not permit smoking tobacco, marijuana, illegal drugs, e-cigarettes, vape pens, vaping, cartridges containing the liquid of nicotine, hookahs, incense, cooking, cigars, candle burning, the use or diffusing of patchouli oil or other strong-smelling plant-based essential oils or synthetic products in our homes. These items and activities will be treated as smoking, a fine will be assessed, and the guest may be evicted without a refund.

Use of illicit and/or illegal drugs anywhere on the premises will result in immediate eviction without a refund and a minimum fine of \$2500. Safety is our highest priority, and activities jeopardizing anyone's safety will not be tolerated. If it is concluded that illicit and/or illegal drugs were used on the property and put anyone at risk of exposure, you will also be added to our DNR (Do Not Rent) list for all properties managed by iTrip, and guests will be fined.

Neighbors and guests are encouraged to notify iTrip staff immediately if they see fireworks, smoke cigarettes, marijuana, or other objectionable odors. A minimum fee of \$1500 will be charged for smoking on the property.

## HOUSEKEEPING

No daily housekeeping service is included in your stay; it may be available at an additional charge. Mid-stay cleanings are based on availability and should be scheduled at the time of booking. Please contact us directly for rates and to schedule any additional cleaning services. Linens and towels are included and must not be removed from the unit. An initial setup of trash liners, bathroom paper, and soap will be provided. There is a \$\_CleaningFee\_ one-time cleaning fee. Additional cleaning fees will be due in the event that cleaning is required beyond normal circumstances. Guests are expected to either wash dirty dishes or load them into the dishwasher and start the wash cycle. Trash will be removed from the unit and placed in the appropriate waste container.

## UTILITIES

No compensation will be given for any temporary outage of power, electricity, gas, water, cable, or internet service. Outages will be reported immediately, and all efforts will be made to have them restored as soon as possible. We are located in the Wasatch mountains; a personal hot spot is recommended if an internet connection is essential to your stay. Internet download speeds at the property are not guaranteed.

Many mountain homes do not have central air conditioning. The listing indicates if the house has central AC. If it is not a listed amenity, the home does not offer it. Refunds will not be given if the home does not have air conditioning. By signing this agreement, the guest acknowledges that they understand the climate control options available in the house.

## CRYPTOCURRENCY MINING

**Tenant is strictly prohibited from using the premises or any utilities provided therein for cryptocurrency mining or any other high-energy-consumption computing activities. Violation of this clause may result in immediate termination of this Agreement, forfeiture of all payments, and liability for any excessive utility costs or damages incurred.**

## MAINTENANCE

Please report any maintenance needs, and we will respond quickly. Refunds will not be provided for maintenance items including, but not limited to, power outages, water outages, hot tub malfunctions, heating and air conditioning, appliances, televisions, cable, and internet.

## GARBAGE COLLECTION SERVICES

We provide garbage service for private homes. We will take the garbage cans out for collection and put them back in once they're emptied. During your stay, a team member may enter the garage to access or put the cans away.

## POOL & HOT TUB SERVICE

Private pools and hot tubs are professionally serviced. This scheduled service does not necessarily occur on the day of arrival, as check-ins occur throughout the week. Depending on the location of the hot tub/pool, the maintenance company may need to go through the house to access the hot tub.

## KEYS / DOOR CODES

The majority of iTrip Park City properties are equipped with an electronic keyless entry unit. Guests will receive the code and operation instructions via email and text message 24-48 hours before your arrival. If the property has a physical key for access, arrangements will be made in advance to transfer property keys on the day of check-in. Lost keys or lockouts are subject to a fee.

## ENTRY BY OWNER

The 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 hours 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 garbage must be removed from the premises and placed outside receptacles. Dirty dishes should be placed in the dishwasher, and the cycle should be started on departure.
3. No glitter or confetti will be used or dispersed on the property. Failure to comply will result in extra cleaning fees of a minimum of \$300.00.
4. The maximum number of occupants shall not exceed Max Occupancy, not including a child in a crib.
5. Furnishings should not be removed from the premises for use outside or in other properties.
6. If the house is non-pet-friendly, a "no pets" policy must be observed. Pets are not allowed anywhere on the premises of non-pet-friendly homes. Violations are subject to eviction and fines.
7. Smoking is prohibited in the unit or on the premises. Violations are subject to eviction and fines.
8. Reservations may not be made by or for a minor, defined as any person under twenty-five (25).
9. Tenant and any guest of Tenant shall obey all HOA association or condominium association rules at all times while they are on the premises. If a fine for violating the rules is received during the Tenant's stay, the Tenant will be responsible for paying the fine.
10. The tenant and any guest of the Tenant shall obey all laws of the state of Utah and local laws at all times while they are on the premises. Failure to abide by the laws of Utah or the above rules may cause the tenant to be asked to vacate the premises and forfeit all rent and security/damage deposits.
11. No noise shall be heard outside the home between 10 pm and 7 am. If noise is an issue, guests will receive a written warning text message and/or a phone call on the number that booked the reservation. If the noise does not stop, guests may be fined or possibly evicted immediately.
12. Commercial use of the property, including filming, is prohibited unless approved with a signed location release form. Any unauthorized filming for commercial use will result in immediate eviction and possible legal action.

## SLEEPING CAPACITY/DISTURBANCES

The 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 assigned, using the premises for any illegal activity, causing damage to the premises rented or to any of the neighboring properties, or any other act which interferes with neighbors' right to quiet enjoyment of their premises. The tenant will abide by the quiet hours outlined by the city, county, and/or HOA. Violations of our noise rules or the 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 the severity of a noise violation, iTrip may call and issue a warning or proceed with a \$300 fine. If we cannot reach the guest who booked the property, iTrip

may, 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 nor the Owner accept any responsibility or liability for any inconveniences, damage, loss, or injury arising from any temporary defects or stoppage in the supply of water, gas, internet, cable service, electricity or plumbing, or for any loss or damage or alteration in terms of your reservation or the use of any accommodations, amenities, or facilities that are 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 of 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 illnesses, viruses, 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. No credit will be given for shortened stays due to late arrival or early departure for any reason, and no credit will be given for cancellation due to weather conditions.

## **DISCLAIMER OF LIABILITY**

The premises, all fixtures thereon, and all property on or around the premises are provided to Tenant "as is" without any warranties of any kind. Neither iTrip Vacations nor the owner of the premises shall be responsible for any direct, indirect, consequential, or incidental damages arising out of or relating to this Rental Agreement. The use of the premises is at Tenant's own risk.

## **HOT TUB, POOL & PATIO**

Tenant hereby acknowledges that the premises they have reserved include a community hot tub and or pool. The undersigned agrees and acknowledges that the community hot tub, pool, and patio/deck can be dangerous areas, and the deck/patio can be slippery when wet. 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.

If a physical pool pass or fob was provided or present in the home at check-in, it must be present at the time of the post-rental inspection. If the pass or fob is not physically in the house at the time of the post-rental inspection, there will be a minimum \$100 replacement charge for passes and a minimum \$250 charge for replacement fobs.

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. Tenant and Tenant's guests understand and agree that none of the Owner, owners' association, or iTrip accepts any responsibility whatsoever in the case(s) of accident or illness while on the property.

## **LINENS/TOWELS/SUPPLIES**

Bed linens and bath towels are provided. Any lost or damaged linens will be deducted from your deposit. Do not use linens to clean your boots, wipe off animals, or clean the floor. 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 personal items that you may need.

## **PARKING**

Parking at the premises may be available but is not guaranteed unless otherwise indicated, e.g., a private home with a garage or a condo with an assigned parking space. Please abide by all parking laws; iTrip and the owner are not responsible for tenant parking violations or towing.

Parking at the premises is limited to the number of cars on the listing.

Boats, jet skis, trailers, and RVs are prohibited without prior permission. Arrangements for oversized vehicles, boats, jet skis, trailers, or RVs may be made at the owner's discretion and must be approved before arrival.

All vehicles are parked at the risk of the tenant. iTrip Park City shall not assume liability or responsibility for any vehicle, occupants, or contents while operated or parked on the property. If a vehicle is left on the property after the guest checks out without the written consent of iTrip Vacations, we reserve the right to have the vehicle towed at the guest's expense. No vehicle repairs are to be performed on the property. iTrip and the Owner are not responsible for vehicle theft or damage.

## **MONITORING**

The agent may utilize electronic monitoring equipment at the property to ensure that noise & occupancy limits are observed and that no events or parties are held on the property. Please note these noise monitors are only for the measurement of sound levels. The devices do not have the capabilities to listen or record actual conversations and do not impose on guest privacy. All homes are subject to strict City and or HOA noise ordinances. In the event that you trigger the noise monitor, the agent will receive a notification. You will be asked to turn down the volume immediately. Failure to comply will lead to eviction without a refund. Cities and HOAs may 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.

Please be advised that for the safety and security of both the property and our guests, recording devices in the form of doorbells may be installed at the entrances to the property. Additionally, security cameras

may be operational on the exterior premises and in the home's garage area. We respect your privacy; hence, we assure you that no recording devices are installed inside the living spaces where the personal privacy of guests would be compromised. Please acknowledge this disclosure within your rental agreement, signaling your understanding and consent to the presence of these security measures during your stay.

## TELEPHONES

Not provided.

## LIMITED DAMAGE WAIVER

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. The maximum limit of this waiver of liability is \$725.00 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 Guest 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 \$725.00 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: \$29.00 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 a refund of any portion of the 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 \$725.00 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 the 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 the guest's credit card in accordance with this agreement.

## CHECKOUT PROCEDURES

Please complete the following steps on departure:

- Place trash in bins. If a dumpster is available at the premises, garbage should be emptied.
- Homes with a Private Hot Tub: Please ensure that the cover closed is locked
- Turn off all lights, fireplaces, and televisions.
- Set thermostats to 67 degrees in Winter and 75 in Summer (if the home has AC)
- Close all windows and doors. Please don't lock the door from the garage to the house where applicable.

## LOST & FOUND

iTrip Park City does not have a lost and found. Please thoroughly check the home before departure to ensure you have all your belongings. iTrip is not responsible for any items left behind. If requested, recovered items may be shipped to the tenant at the tenant's expense. iTrip is not responsible for and assumes no liability for lost, misplaced, stolen, or damaged valuables or belongings.

## COMMON AREA AMENITIES / POOLS / HOT TUBS / FITNESS CENTERS

If the premises include a private or community pool (including hot tubs), then the Tenant hereby acknowledges that the premises they have reserved 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 private or community pool (including hot tubs) and patio areas. Community Pools, Hot Tubs, and other common area amenities are owned and maintained by the Resort, HOA, or Condo complex. Most community hot tubs and pools are open from Memorial Day to Labor Day. However, this varies by complex/resort and is subject to maintenance schedules and emergency closures for health reasons. They typically reopen during the ski season. Please contact us to see if the hot tubs or pool will be closed during your fall or spring vacation.

Remember that common area are the property and responsibility of the HOA or resort for their management. We do not provide refunds for common area, pool, or hot tub closures.

## FIREARMS AND WEAPONS

Our guests and staff's safety and security are extremely important. Our Firearms and Weapons Policy is designed to protect our guests, vendors, staff, and owners and pertains to the presence of firearms and weapons on hotel premises. iTrip Park City recognizes that guests and vendors may legally possess firearms or weapons for various legitimate purposes. This policy has been developed to create a safe environment by providing appropriate guidance over the custody of firearms and weapons on our premises. You are staying in private property. Guests who are lawfully permitted to possess a firearm or weapon may bring such onto our premises for storage purposes only, with the understanding that they are personally responsible for the following:

- Guests must abide by all Federal, State, and local laws.

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Firearms and weapons must be appropriately registered.

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Firearms must be unloaded

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No cleaning of firearms is permitted on hotel premises.

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Firearms and weapons must be safeguarded and secured in a locked, hard-sided firearm container or a soft gun case provided by the guest at all times, clearly labeled with their name and contact information.

Guests and vendors who fail to abide by our policy may be asked to leave the premises, are subject to trespass, and may be subject to further legal action. Exempted from this policy are law enforcement officers and designated military personnel who are on duty and required to carry firearms in performing their duties. No exemption to this policy is allowed for private persons, even those licensed and permitted to carry a firearm openly or concealed under local, state, or federal law, are exempt from this policy.

## **CORONAVIRUS/COVID-19 NOTICE | HEALTH & SAFETY PRECAUTIONS**

COVID-19 is an extremely contagious virus and is believed to spread mainly through person-to-person contact. Governmental authorities recommend social distancing and limitations on the congregation of groups of people. It is impossible for the community to continuously disinfect all amenities and furnishings to eradicate the potential spread of COVID-19. We cannot guarantee that you, your children, your family, or guests using a vacation home or any amenities or common areas will not become exposed to COVID-19 while in the home or adjacent areas. By using these amenities and common areas, you voluntarily assume the risk that you or other members of your party may be exposed to or infected by COVID-19 or other diseases such as the flu and that such exposure or infection may result in a serious medical condition, including personal injury, illness, permanent disability or death. By using this home or these amenities, you are accepting sole responsibility for such risks and/or occurrences that you or other members of your party may experience or incur as a result of such use. You forever release, waive, relinquish and discharge iTrip, the property manager, the homeowner and all directors, officers, employees, agents or other representatives of the property manager and/or homeowner (the "Representatives") from any and all claims, demands, liabilities, rights, damages, expenses and cause of action of whatever kind or nature, and any other losses of any kind, whether known or unknown, foreseen or unforeseen, as a result of you and your party being a guest at this vacation home. The tenant further promises not to sue the property manager, the homeowner, or any of the Representatives. If you are experiencing any of the known symptoms of COVID-19, or if, within the past 14 days, you have come into contact with anyone suspected of infection or who is experiencing such symptoms, then you should immediately take steps as recommended by the CDC for minimizing the exposure of other persons to possible contagion.

## **APPLICABLE LAW**

This Rental Agreement shall be construed in accordance with and governed by the laws of the State of Utah without regard to its conflict of laws principles. The venue for any action commenced under this Rental Agreement shall be in either Wasatch County or Summit County, State of Utah, and the tenant hereby submits to the jurisdiction of said courts.

## **LOCAL ORDINANCES**

All County and city ordinances must be followed during rental occupancy. Non-compliance with any of these ordinances will result in eviction of the property and forfeiture of all monies paid. The tenant agrees to pay any fines the County, City, and Town levied. Further, the Tenant will be liable to the Homeowner and Agent for any and all lost rental revenues from the suspension or removal of their business licenses due to the Tenant's actions.

These ordinances include but are not limited to:

Park City  
<https://www.parkcity.org/government/municipal-codes-ordinances-resolutions-policies-and-fees>

Heber City  
<https://www.heberut.gov/193/Codes-Policies>

Hideout

<https://hideoututah.gov/hideout-town-ordinances/>

This Agreement is subject to all applicable federal, state, and local laws, including but not limited to Utah Code Ann. § 57-22-1 et seq. (Utah Fit Premises Act) and any local ordinances governing short-term rentals in Park City, Utah.

## **TAKE TIME TO BE KIND**

We aim to provide an excellent stay for all guests. While issues may occur, we're committed to resolving them promptly. We kindly ask all guests to be courteous and respectful, especially towards our team. To prevent misunderstandings, please carefully review all provided information. For everyone's comfort, we have a zero-tolerance policy for disrespectful behavior. Guests violating this policy may be asked to leave without a refund. Let's work together to create a positive experience for all.

## **ADDITIONAL RULES**

**NO PARTIES, EVENTS, PERFORMING ARTISTS, OR BANDS ARE ALLOWED AT ANY TIME!** These are cause for eviction with no refund and may damage our ability to offer the home to future guests, exposing you to liability. Please be respectful of the home's neighbors. Properties may include a noise alert monitoring system and other electronic devices to ensure that neighborhood noise and occupancy levels are respected. Do not tamper with any device. Occupancy is always limited during your stay—day or night—to the maximum number of 'sleeps' stated in the listing. Please do not invite additional people to the home. Tenant shall be responsible for any damages caused by third parties invited to the premises by Tenant or Tenant's guests.

## **PRIMARY RENTER & CURRENT PHONE NUMBER**

Please ensure your mobile number (s) are current in your iTrip account. This will allow us to communicate efficiently. The person who makes the reservation must be over 25 years old and present during the entire stay. A mobile number must be provided so we can always contact the primary renter. If the HOA or city code enforcement calls us with any issues, we need to be able to contact someone onsite within 60 minutes, or guests may be liable for any fines imposed by the HOA or local government.

We recommend adding a second mobile number to your account to ensure we can always contact someone. This second number may also be used to receive door codes if the first phone dies or is left in the unit. (It happens often, and we cannot provide codes to spouses or family members for security reasons).

## **PET POLICY**

Please refer to the booking site to see if pets are allowed. Pets are only allowed in certain homes. Payment of a \$100 per pet fee must be completed before arrival. If evidence of a pet(s) is found in a non-pet-friendly unit or on the premises, you will be asked to vacate immediately with no refund of rent or damage deposit unless you receive written approval. The credit card on file will be charged for the costs of cleaning and such other costs, including, but not limited to, the extermination of fleas/insects, cleaning/deodorization of carpets and window treatments, and/or repair of any damage to the property caused by the pet.

## **AREA CONSTRUCTION & SHOULDER SEASON MAINTENANCE**

Please note that construction is ongoing throughout Park City and surrounding areas. Many homes are in areas where there has been intense real estate activity as well as normal off-season routine maintenance. iTrip does not get notice of construction projects, but please let us know if you encounter excessive noise. Contractors are required to obey all noise limits and working hour restrictions. If you are staying in a resort and encounter noise during quiet hours, please contact the front desk.

## **GARBAGE DISPOSALS**

Not all food is suitable for disposing of in a garbage disposal. Do not put any chemicals, hot oil, grease, coffee grinds, pasta, bones, shells of any kind, oatmeal, nuts, onion skins, eggshells, trash, pumpkins, fibrous vegetables, lettuces, stringy vegetables, potato peel, pits, corn husks down the disposal. We check that the disposal is working before all guest arrivals. If the disposal or kitchen sink plumbing is blocked due to material put down the disposal, the guest will be responsible for the cost of the repair. If a plumber has to be called, the guest will be charged for that visit.

## **TOILET BLOCKAGES**

All homes are on a septic tank or a city sewer system. Guests must not put large amounts of toilet paper or any other products down the toilet. Wipes are not permitted. We flush all toilets before guests arrive to verify they are working correctly. Any blockages that occur during the guest's stay at the home are the guest's responsibility to unblock. If a plumber is required to unblock a toilet, the guest will be charged \$250 for the service call.

## **URBAN NOISE**

Park City and its suburbs are charming places to stay. However, Park City is also growing, full of full-time residents with an infrastructure requiring routine care. There may be some noise from the service industries (snow removal, police, emergency responders, garbage collection, etc.) while they perform their civic duties. Since the mountains surround us, sound can travel very far at night. Additionally, train, airplane, road, and construction noise may be audible during your stay, depending on location, weather conditions, and wind direction. Refunds, credits, or discounts will not be provided.

## **EARLY CHECK-IN / LATE CHECK-OUT**

Alternate arrival/departure times cannot be guaranteed. Preparing a home for arrival has many moving parts, and it heavily depends on previous check-out times, cleaning and inspection schedules, and any maintenance issues. We may consider late check-out requests (12 pm) on days when we do not have incoming guests.

## **ADDITIONAL TERMS AND CONDITIONS**

The undersigned Tenant, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges the 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 of the premises and agrees to hold Owner 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. Owner reserves the right to terminate this Agreement at their discretion, upon 30 days advance notice, prior to the arrival date.

In the event of any dispute arising out of or relating to this Agreement, the parties agree to first attempt to resolve the dispute through good-faith negotiation. If negotiation is unsuccessful, the parties agree to participate in mediation before resorting to arbitration or litigation. The costs of mediation shall be shared equally by the parties.

### **CREDIT CARD AUTHORIZATION**

I understand and consent to the use of the credit card provided without the 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 are not limited to unauthorized long-distance telephone, cable, satellite TV, or internet charges, damages beyond normal wear and tear, or theft