

# iTrip Park City Rental Agreement

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

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

**Tenant:** \_TenantName\_ **Phone:** \_TenantPhone\_ **Email:** \_TenantEmail\_  
**Address:** \_TenantStreet\_ \_TenantCity\_ \_TenantState\_ \_TenantPostal\_

This Agreement will confirm your rental of Deer Valley Fawngrove | Lakeside 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 Deer Valley Fawngrove | Lakeside during the entire reserved dates. In addition to the Tenant, other authorized occupants may be family members or friends of the Tenant. Use of the premises will be denied to persons not falling within the foregoing categories. Should any unauthorized persons occupy or use the Premises, the Tenant shall vacate the premises immediately without any refund. No key will be issued to anyone who is not an adult.

## 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.

## 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 by major credit card only. The deposit amount is \$ \_DepositAmount\_.

## BALANCE

Balance is due 30 days prior to arrival date and includes a refundable damage deposit. The balance is due on \_BalanceDueDate\_. Payment may be made by 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.

## ITRIP PARK CITY CANCELLATION POLICY

In the event that you must cancel your iTrip reservation, cancellations must occur at least 30 days prior to the arrival date. If cancellation occurs 30 days or more prior to the arrival date, all monies will be refunded. 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 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: \_TravelInsurance\_

## HAZARDOUS PRACTICES

No fire-activated barbeque grills of any kind are permitted on balconies or in the unit. No open flames, i.e., candle burning, are 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.

## ABSOLUTELY NO PETS

Unless otherwise indicated, absolutely no pets are allowed in the home or on the property. If a pet is reported or evidence of a pet(s) is discovered in the unit or on the premises, you may be asked to vacate immediately with no refund of rent or damage deposit.

## 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 with forfeiture of all monies paid toward the reservation.

## 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 housekeeping service** Included In your stay; It may be available for 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 are not to be taken 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 is to 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; if an internet connection is essential to your stay, a personal hot spot is recommended. Internet download speeds at the property are not guaranteed.

## **KEYS / DOOR CODES**

Most properties are equipped with an electronic keyless entry unit. This is a unique code that will activate at 4 pm on the arrival day and deactivate at 11 am on the departure day. You will receive the password and operation instructions via email and text message prior to your arrival. If the property has a physical key for access, arrangements will be made in advance for the transfer of property keys on the day of check-in. Lost keys or lockouts are subject to a fee.

## **NON-SMOKING UNIT**

Smoking in and around the home 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**

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. The tenant agrees to leave the premises and its contents in the same condition as the tenant found the premises to be upon arrival, with normal wear and tear expected. Beds should be stripped of linens and placed in a pile in each bedroom for housekeeping. Trashed is to be removed from the unit. Dirty dishes should be placed in the dishwasher, and the cycle should be started on departure.
2. Furnishings are not to be removed from the premises for use outside or in other properties.
3. Reservations may not be made by or for a minor, defined as any person under the age of 25 (twenty-five).
4. Tenant and any guest of Tenant shall obey all laws of the state of Utah, as well as 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.

## **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 assigned, using the premises for any illegal activity, causing damage to the premises rented or to any of the neighboring properties and any other acts which interfere with neighbors' right to quiet enjoyment of their premises. The tenant will abide by the quiet hours outlined by the city, county, and/or HOA.

## **HOLD HARMLESS**

iTrip, or the Owner, does not assume any liability for loss, damage, or injury to persons or their personal property. Neither does the owner accept any liability for any inconveniences, damage, loss, or injury arising from any temporary defects or stoppage in the supply of water, gas, cable service, internet 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 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.

If a pool pass is provided, it must be present in the home at the time of the post-rental inspection. There is a minimum \$75 charge for missing pool passes.

## **MAINTENANCE**

Please report any maintenance needs, and we will respond as quickly as possible. 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.

## **LINENS/TOWELS/SUPPLIES**

Bed linens and bath towels are provided. 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 personal items that you may need.

## **PARKING**

Parking at the premises may be available but is not guaranteed unless otherwise indicated ie a private home with a garage or a condo with an assigned parking space. Please abide by all parking laws; the owner is not responsible for tenant parking violations or towing. The owner is not responsible for vehicle theft or damage.

Arrangements for oversized vehicles, boats, jet skis, trailers, or RVs may be made at the discretion of the owner and must be approved in advance of arrival.

## **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 for the measurement of sound levels only. 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 garage area of the home. 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

### 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

### CHECKOUT PROCEDURES

Please complete the following steps on departure:

- Remove all trash and place in bins. If a dumpster is available at the premises, garbage should be emptied there.
- Dishes were placed in the dishwasher, and the cycle started before leaving.
- Homes with a Private Hot Tub: Please ensure that the spa is locked
- Turn off all lights, fireplaces, and televisions.
- Set thermostats to 67 degrees in Winter, 75 in Summer (if the home has AC)
- Close all windows and doors. Where applicable, please do not lock the door from the garage to the house.

### LOST ITEMS

iTrip Park City does not have a lost and found. Please thoroughly check the home before your 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.

### **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.

### **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 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 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 upon their discretion upon 30 days advanced notice prior to arrival date.

### **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.

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