

# iTrip Rental Agreement

## Mountain Vista Vacation Properties, LLC

**iTrip Vacations Keystone / Phone: (970) 455-1015 / keystone@itrip.net**

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

This Agreement will confirm your rental of Relax on the Deck While Taking in Views of Red Mountain After an Active Day on the Trails or Skiing. for \_NumNights\_ nights as follows:

**Check-In (ARRIVAL):** ..... \_CheckinDate\_ \_CheckinTime\_  
**Check-Out (DEPARTURE):** ..... \_CheckoutDate\_ \_CheckoutTime\_  
**Rental:** ..... \$ \_Rental\_  
**Fees:** ..... \$ \_Fees\_  
**Taxes:** ..... \$ \_AreaTax\_  
**Total:** ..... \$ \_TotalSale\_  
**Security Deposit:** ... \$ \_SecurityDeposit\_  
**Deposit:** ..... \$ \_DepositAmount\_ (due \_DepositDueDate\_)  
**Balance:** ..... \$ \_BalanceAmount\_ (due \_BalanceDueDate\_)

**No full or partial refunds will be given for weather related airport or road closures, local delays/cancellations, pandemics, personal travel issues, illness, etc. We cannot reschedule reservations that overlap major holidays or during our prime season dates of Thanksgiving through the end of March. We STRONGLY advise guests to purchase travel protection insurance offered by iTrip or any other source.**

### SECURITY CAMERAS:

If security cameras are present at the property, the listing will disclose this fact. Security cameras are solely for visual (no audio) monitoring outside the property and are not present inside the property. Tenant agrees that in outside areas there is no reasonable expectation of privacy and accepts the monitoring of the outside by security camera. Tenant agrees not to tamper with the security cameras.

### AGREEMENT

iTrip Vacations Keystone, the Agent of the Owners, and Guest agree as follows: Above Guest is at least twenty-five (25) years of age (an "adult") and will be an occupant of the unit Relax on the Deck While Taking in Views of Red Mountain After an Active Day on the Trails or Skiing. during the entire reserved dates. In addition to Guest, other authorized occupants may be family members or friends of Guest. Use of the premises will be denied to persons not falling within the foregoing categories. Should any unauthorized persons occupy or use the Premises, Guest shall vacate the premises immediately without any refund. No key will be issued to anyone who is not an adult.

### RESERVATIONS

May be placed up to two (2) years in advance, but are subject to the rates in effect for the year said reservations are placed. All times are Mountain 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 crews may require additional cleaning time and check in may be delayed up to 5 pm. Reservations will be confirmed upon payment of deposit. If signed rental agreement and final payment are not received on or before 30 days prior to the Check-In date, the reservation will be cancelled.

Your reservation dates are the dates of Arrival and Departure.

### **DEPOSIT**

A deposit is due with acceptance of rental agreement to hold the reservation. Payment of deposit shall be deemed as acceptance of this rental agreement. Payment may be made by major credit card. The deposit amount is \$\_DepositAmount\_.

### **BALANCE**

Balance is due 30 days prior to arrival date. The balance is due on \_BalanceDueDate\_. Payment may be made by major credit card. If Final Balance is not paid by 30 days prior to Check-In date, booking will be cancelled, and deposits/payments will be refunded less a \$200.00 administrative fee.

### **CANCELLATION POLICY - NON HOLIDAY**

In the event that you must cancel your reservation, please be aware that cancellations must be indicated in writing (email is sufficient) to Reservations (Keystone@iTrip.net) prior to the trip being cancelled. Cancellations must occur at least 14 days prior to arrival date. Payments made to date upon cancellation will be refunded minus the credit card processing fee charged to us by the credit card processing company. **GUESTS THAT CANCEL WITHIN THE 14-DAY TIME FRAME WILL BE CHARGED THE FULL AMOUNT.** There will be no refund for early departure or other date alterations for any reason including Covid-19. In the event of a mandated shut-down, full or pro-rated refunds will be issued. No changes to the reservation other than extended dates are permitted within 30 days prior to arrival. **The comprehensive trip insurance we offer is HIGHLY recommended.**

### **HAZARDOUS MATERIALS**

No barbeque grills of any kind are permitted on balconies or in the unit unless provided by us. No open flames i.e. 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 Fireworks, No Sparklers, including those you purchased at Walmart, etc. are allowed. It has been very dry here and a small spark can be very hazardous.

### **ABSOLUTELY NO PETS**

Absolutely NO PETS are allowed. If evidence of a pet(s) is found on the premises tenant will be asked to vacate immediately with no refund of rent or damage deposit.

If evidence of pet(s) is found after the tenant has checked out there will be a \$250 fee, damage deposit will be forfeited and a charge for damage and cleaning assessed.

Service animals require proper credentials.

Unless otherwise noted, properties are not pet friendly. However, Service Dogs must be allowed by law. Some owners have pets and bring them to their properties (cats and dogs). Therefore, All properties have had animals present at some time or another. Please be aware of this as it relates to your personal health.

### **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.

Any and all parties must be pre-approved by manager.

### **FALSIFIED RESERVATION**

Any reservation obtained under false pretense will be subject to forfeiture of reservation deposit, and/or balance of rental payment. May be subject to eviction.

**QUIET HOURS:** QUIET HOURS MUST BE OBSERVED 9:00 PM TO 8:00 AM. THIS IS A VERY QUIET NEIGHBORHOOD AND SOUND TRAVELS IN THE THIN MOUNTAIN AIR.

### **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, and soap is provided. **Due to allergies laundry soap will not be provided.** There is a \$ \_CleaningFee\_ one time cleaning fee. Additional cleaning fees will be due in the event that excessive cleaning is required as determined by the Manager.

### UTILITIES

No compensation will be given for temporary outage of electricity, gas, water, cable, elevator service or any other similar services. Outages will be reported immediately and all efforts will be made to have them restored as soon as possible.

There will also be no refunds for loss of use of areas outside of our control including, but not limited to, pools, hot tubs, saunas, fitness rooms, and the like.

**WiFi/Internet/Cable** is not integral to the Rental Agreement. High speed wireless is provided as a convenience and courtesy only. We will do whatever possible to restore service if needed, but there will be no refunds for lack of service or speed. The Internet and WiFi are to be used for legal purposes only. In the event there is an issue, you may need to speak directly with the service provider as the individual present and trying to connect. You will notify the property manager (iTrip vacations) about your issue and we will provide you with the number to call for service and support.

### KEYS

You will obtain access information for your keys/codes in the Check-In instructions to be provided.

**Do not allow key cards to come into contact with cell phones or credit cards. This will deactivate the key card.**

### NONSMOKING AND DRUG FREE UNIT

Smoking of ANY KIND, including vaping, is strictly prohibited. This applies to interior and exterior of unit. Guest will be charged a \$350 fee, damage deposit will be forfeited and you will incur an additional charge for carpet cleaning and deodorizing if any evidence of smoking is found.

**No Wedding/Receptions/Group Gatherings more than the Maximum Guest Allowance for the property is permitted without prior notification and written permission from Manager. If tenant chooses to have such gathering without written permission, tenant may be immediately evicted and possibly Forfeit all Rental Fees + Security Deposits paid and may also incur additional cleaning/damage fees.**

### LOST ITEMS

**Property owner and management company are not responsible for any and all items claimed to have been lost or left behind. We will do our best to locate any items and will forward, if found. Tenant will be charged postage plus \$75.00.**

**Package Deliveries:** There is no USPS direct mail delivery service to this property. You may have items delivered by UPS, FedEx or Amazon, etc. alternatively, packages may be shipped to the local UPS store for you to pick up. **We are not responsible for the safety or delivery of any package to this property.**

### 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 where possible of Owner's intent to enter (except in the case of an emergency).

### RULES AND REGULATIONS

**Guest agrees to leave the premises and its contents in the same condition, neat and tidy, as Guest found the premises upon Check-In, normal wear and tear excepted.**

1. 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.
2. Close all blinds in all rooms.
3. The maximum number of occupants shall not exceed the advertised number of people for the rented property, not including a child in a crib.

4. Furnishings are not to be removed from the premises for use outside or in other properties.
5. "No pets" policy must be observed. Pets are not allowed on premises.
6. Smoking is not allowed in the unit.
7. Reservations are not made by or for a minor, defined as any person under the age of twenty-five (25).
8. A responsible adult must be present at all times when minors are present in the unit.
9. All keys are to be returned upon Check-Out by Guest. There will be a \$50.00 charge per key if not returned within 1 week of Check-Out date.
10. Rental Guest and any guest of Rental Guest shall obey all laws of the state of Colorado, as well as local laws, at all times while they are on the premises. Failure to abide by the laws of Colorado or the above rules may cause Guest to be asked to vacate the premises and forfeit all rents and fees.
11. **This Agreement is for "Transient Rentals" only, and as such the renter has no tenant rights.**

### **SLEEPING CAPACITY/DISTURBANCES**

**Guest and all other occupants will be required to vacate the premises and forfeit the rental and other fees for any of the following: Occupancy exceeding the advertised sleeping capacity of the unit or home, 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.**

### **FINES**

**Guests are liable for any and all fines they may incur due to parking, trash, noise or other violations. These fines will be charged to your credit card on file without notice.**

### **HOLD HARMLESS**

**iTrip, Mountain Vista Vacation Properties, their vendors/contractors, or the Owner, do not assume any liability for loss, damage or injury to persons or their personal property. Neither do these listed entities accept any liability for any inconveniences, damage, loss or injury arising from any temporary defects or stoppage in supply of utilities including but not limited to water, gas, cable/satellite service, internet, electricity or plumbing, as well as due to weather conditions, natural disasters, acts of God, or other reasons beyond their control.**

### **HOT TUBS, POOL & PATIO**

**Guest hereby acknowledges that the premises they have reserved may include private and/or community-shared amenities and the undersigned agrees and acknowledges that the private and/or community-shared amenities and patio/deck can be dangerous areas, that the deck/patio can be slippery when wet and that injury may occur to anyone. With full knowledge of the above facts and warnings, the undersigned Guest accepts and assumes all risks involved to Guest and all of Guest's guests in or related to the use of the private and/or community-shared amenities and patio areas.**

**Hot Tub Acknowledgment Disclaimer: All the members of your party must be aware, accept and acknowledge that there are certain risks by entering pools and hot tubs. Mountain Vista Vacation Properties, Inc. and iTrip Vacations LLC accept no responsibility for any direct or indirect damage or injury incurred by any person using these amenities.**

### **MAINTENANCE**

**Please report any maintenance needs for the premises to us and we will respond as quickly as possible. Refunds will not be made for maintenance issues**

including, but not limited to heating and air conditioning, appliances, televisions, and stereos.

We utilize third-party professional service companies for the provision of Handyman Services, HVAC Repair, Plumbing Repair, Hot Tub Service, Electrical Repairs, Fireplace Service and Repair and any other repair or maintenance of a technical or specialist nature. We only use trusted, reputable professional service companies to assess, repair and replace equipment that needs attention. We will work with them to get the first available service appointment. Given the Post-Covid economy it can be challenging to get fast, timely service. Rest assured we will do our best to resolve issues as quickly as possible and our service providers understand our need for fast, reliable care. Due to the global supply crunch, parts and replacement units may not be available which can be frustrating. Please be patient as we work hard behind the scenes to make small miracles happen on a daily basis!

## **LINENS/TOWELS/SUPPLIES**

**We furnish linens and one set of towels. We do not provide additional towel service during your stay unless you request mid-stay cleaning at an additional fee. An initial (starter) supply of paper products (toilet paper, tissues, etc.) is provided. Extra items needed are the responsibility of the Guest. Limited cleaning supplies may be provided. We recommend that you bring any special items that you may need.**

**Guest is responsible for providing firewood and starter materials for units with log-burning fireplaces.**

## **PARKING**

**Varies by property; please see information about your specific property. There is room only for the designated number of vehicles. No boats, jet skis, trailers or RVs at any property. There may not be space for an oversized vehicle. Please plan accordingly. If you bring extra vehicles beyond the stated number of spaces per property or bring an oversized vehicle that does not fit into the allotted space, we are not liable for costs to park in an overnight paid lot. WE HIGHLY RECOMMEND AWD OR 4WD VEHICLES DURING WINTER MONTHS.**

**Please note parking limitations by property description and check-in instructions. The number of vehicles is limited by the County or Town. We are not liable for any costs, lost time or inconvenience incurred if your vehicle is towed by a resort, city or other agency for not following the rules. There are very limited overflow parking areas available for vehicles in excess of advertised available spaces.**

## **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 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 \$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

#### **ADDITIONAL TERMS AND CONDITIONS**

The undersigned Guest, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges iTrip, Mountain Vista Vacation Properties, their vendors/contractors, and 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 iTrip, Mountain Vista Vacation Properties, their vendors/contractors, and the 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 attorney's fees and costs. iTrip, Mountain Vista Vacation Properties, or the Owner reserves the right to terminate this Agreement upon their individual discretion at any time.

This property is advertised in good faith, and we shall strive to ensure the operation of all amenities in the Property. Homeowner and we shall not be held financially responsible for any such items' failure to work, but will make efforts to correct reported issues as quickly as possible.

**This Agreement is for "Transient Rentals" only, and as such the renter has no tenant rights.**

#### **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 be limited to: unauthorized long distance telephone, cable, satellite TV or internet charges, unreported damages beyond normal wear and tear exceeding the \$1,500 LDW maximum coverage (Unless Guest switches to a Security Deposit plan.) As tenant on the lease you are responsible for any payments made towards this reservation and agree that the that all payments are not made by fraudulent means.**

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

**your own home.**