

iTrip Rental Agreement

iTrip iTrip Vacations Denver / 13861 W 64th Drive / Arvada, CO 80004

Phone: (303) 835-0729 / Fax: / denver@itrip.net

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

This Agreement will confirm your rental of Top of the World Lodge. Hot Tub. 3 Decks. Theater Room. Gourmet Kitchen. 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

Colorado Foothills Property Management, LLC, as owners & operators of iTrip Vacations Denver and the agent (the "Agent") of the owners of the rental unit located at 6972 Snowshoe Trail, Evergreen, CO 80439 (Top of the World Lodge), 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 located at 6972 Snowshoe Trail, Evergreen, CO 80439 (Top of the World Lodge) during the entire reserved dates. In addition to Tenant, 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, Tenant shall vacate the premises immediately without any refund. No key or door code will be issued to anyone who is not an adult.

RESERVATIONS

Reservations for the unit may be placed up to one (1) year in advance but are subject to the rates in effect for the year said reservations are to be used. All times are Mountain 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 the cleaning crew may require additional cleaning time and check in may be delayed up to 5:00 pm. Reservations will be held for 24 hours. If a signed Rental Agreement and payment are not received within a 24-hour period from the date the reservation is made, the reservation will be cancelled.

DEPOSIT

A deposit totaling 35% of the agreed upon Total Amount is due with acceptance of the Rental Agreement. Payment of 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. This may include a refundable damage deposit if you have selected a damage deposit in lieu of a non-refundable Limited Damage Waiver. The balance is due on _BalanceDueDate_. Payment may be made by major credit card only. If funds are not credited within seven days booking will be cancelled; if this happens, deposits will be refunded less a \$100.00 administrative fee. Damage deposit will be refunded within 7 -10 days of checkout pending inspection by cleaning company and iTrip.

CANCELLATION POLICY

In the event that you must cancel your reservation, please be aware that cancellations must occur at least 30 days prior to arrival date. If cancellation occurs 30 days or more prior to arrival date all monies will be refunded with the exception of a \$100 administrative fee. **GUESTS THAT DO NOT CANCEL WITHIN THE 30 -DAY TIME FRAME WILL BE CHARGED THE FULL AMOUNT.**

Travel Insurance is recommended, especially if traveling in Colorado.

If the Guest has booked this reservation on the travel website AirBNB the Agent follows a STRICT cancellation policy.

HAZARDOUS PRACTICES

No open flame (i.e. candle-burning) is permitted in the home or on decks/porches. If you are in a home with a wood-burning or pellet fireplace, please make sure fire is out before leaving the home. Do not dismantle smoke detectors or carbon monoxide detectors as they are there for your protection. Use the overhead stove fan when cooking to avoid accidental activation of smoke detector alarm. Smoking of any kind is not permitted in the home. If you smoke cigarettes outside the home, please make sure cigarette butts are placed in marked containers / ashtrays.

ABSOLUTELY NO PETS

Unless the rented property is advertised as pet-friendly and or Guest contacted the Agent about a pet in advance of the arrival date, then absolutely no pets are allowed. If evidence of a pet(s) is found in the home or on the premises, then Tenant and all guests will be asked to vacate immediately with no refund of rent or damage deposit. Pets on the property subject the Tenant to a \$250 fine (pre-approved service dogs are excepted).

If the property is advertised as pet-friendly, then the following provisions apply:

- All pets must be up to date on rabies and other vaccinations. (Documentation from an accredited veterinarian may be requested prior to Tenant check-in).
- All pets must be treated with a flea and tick repellent three (3) days prior to arrival.
- Tenants are responsible for cleaning up all pet waste and disposing of it in a proper trash bin.
- Pets must not be allowed on to furniture or in bedrooms at any time.
- Pets must not make excessive noise.
- Pets must be crated when left in the property and must not be left un-attended for any undue length of time.
- Tenant must observe all local rules, regulations, and ordinances regarding pets at all time.

If pets cause any damage, or the property requires additional cleaning the Tenant will be charged the cost of any repairs or clean up. If a security deposit has been paid, it will be deducted. If there is no security deposit, then the Tenant authorizes his/her credit card to be charged directly for the repair or clean-up cost.

Homeowner and Agent assume no responsibility for any illness or injury that may occur to pets or humans while on the premises.

GROUP SIZE

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.

The maximum number of occupants allowed per property is listed in the property description. Maximum capacity applies to any given time, such as during a gathering of people at the property that includes guests that are not staying overnight. In the event that the maximum capacity has been exceeded, occupancy may be terminated without a refund.

FALSIFIED RESERVATION

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

HOUSEKEEPING

There is **no daily maid service**. Nevertheless, if you desire daily maid service, then notify iTrip Vacations Denver and such service can be provided at a daily fee. Linens and towels are included and are not to be taken from the home. An initial setup of trash liners, toilet paper, and soap is provided. There is a `$_CleaningFee_` one-time cleaning fee. Additional cleaning fees may apply in the event that cleaning is in excess of a typical Tenant stay.

UTILITIES

No compensation will be given for temporary outage of electricity, gas, water, cable, or Wi-Fi service. Outages will be reported immediately and all efforts will be made to have them restored as soon as possible. Depending on your cell service provider, you may have to turn on Wi-Fi calling when in the mountains.

KEYS / KEYCODES

You will obtain check-in instructions two days prior to your stay. These instructions will give you information on how to access a lockbox on property or will give you a unique electronic keycode for your stay.

NONSMOKING HOME

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. Evidence of smoking in the home is subject to a \$500 fine.

ENTRY BY OWNER

Owner or Agent 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. Agent will provide Tenant with at least 24-hours-notice of 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. 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 proper receptacles per Guestbook. A \$25 fee may be assessed for unwashed dishes.
3. Turn off all lights and make sure all doors and windows are closed and locked.
4. The maximum number of occupants shall not exceed sleeping capacity of the property, not including a child in a crib.
5. Furnishings are not to be moved in the home.

6. "No pets" policy must be observed. Pets are not allowed on premises unless (a) the property has been advertised as pet friendly and (b) Tenant has received Agent's permission to have Tenant's pet on the premises.
7. Smoking is not allowed in the home. Evidence of smoking in the home is subject to a \$500 fine.
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 check-out by Tenant. There will be a \$25 charge per key, if not returned to lockbox during check-out.
10. Tenant and any guest of Tenant 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 Tenant to be asked to vacate the premises and forfeit all rents and security/damage deposits.

SLEEPING CAPACITY/DISTURBANCES

Tenant and all other occupants of the premises 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 the property,**
- **using the premises for any illegal activity,**
- **causing damage to the premises rented or to any of the neighboring properties**
- **and any other acts that interfere with neighbors' right to quiet enjoyment of their premises.** Please note: Noise carries especially well at some of our rental homes in the mountains.

MONITORING

Agent may utilize electronic surveillance and electronic noise monitoring equipment at the property to ensure that noise & occupancy limits are observed and that no events or parties are held on the property.

HOLD HARMLESS

None of iTrip Vacations, Colorado Foothills Property Management, LLC, or the Owner of the home, assumes (i) loss, damage or injury to persons or their personal property that occurs during their stay on the premises; (ii) any inconveniences, damage, loss, or injury arising from any temporary defects or stoppage in supply of water, gas, cable service, internet service, electricity or plumbing, or (iii) any inconveniences, damage, loss, or injury arising from or due to weather conditions, natural disasters, acts of God, or other reasons beyond their control.

POOL / HOT TUB / PATIO

If the home / premises includes a private or community pool and/or hot tub, then the Tenant hereby acknowledges that the rental they have reserved includes pool / hot tub, and the undersigned Tenant 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 / hot tub and patio areas.

MAINTENANCE

Please report any maintenance needs for the home / premises to the Agent and the Agent 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, stereos, and internet/Wi-Fi.

LINENS/TOWELS/SUPPLIES

The Owners furnish linens and towels to Tenant. Any lost or damaged linens will be deducted from Tenant's deposit or will be assessed as an additional charge. 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.

TELEPHONES

Telephones are not provided.

PARKING

Parking at the premises is limited to the number of cars listed in your check-in email. No boats, jet skis, trailers or RVs are allowed without prior permission of Agent.

All vehicles are parked at the risk of the owner. iTrip Vacations 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 the iTrip Vacations, we reserve the right to have the vehicle towed at the owner's expense. No vehicle repairs are to be performed on the property.

LOST & FOUND

Agent is not responsible and assumes no liability for lost, misplaced, stolen, or damaged valuables or belongings. If you discover that you have left behind something of value to you, please text us immediately at 303-835-9122 and we will try to assist you in locating your lost item.

Agent is not responsible for any item left behind by a Tenant or Tenant's guest. However, any item, with the exception of perishable items, left behind by our guests and found after departure by Housekeeping will be collected, logged in, and kept in a secure location for collection by the owner for up to fourteen (14) days. For security and privacy reasons, we do not notify a Tenant that an item has found. Perishable items, underwear, other hazards to health or safety and miscellaneous toiletries are discarded.

We would be happy to return your lost item(s) to you by United States Postal Service or UPS delivery with tracking information. Your credit card will be charged packaging and postage, plus a \$10.00 handling fee. iTrip is not responsible for any item lost or misdirected during shipment by the United States Postal Service or UPS.

Lost & Found items are held for fourteen (14) days, after this holding period, the unclaimed item(s) are given to local charity organizations or disposed of accordingly by Agent.

LIMITED DAMAGE WAIVER

LIMITED DAMAGE WAIVER PROGRAM

- 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.
- 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.
- 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

FIREARMS & WEAPONS

The safety and security of our guests and staff is extremely important to us. Our Firearms and Weapons Policy is designed for the protection of our guests, vendors, staff, and owners, and pertains to the presence of firearms and weapons on premises. Agent recognizes that guests and vendors may legally possess firearms or weapons for a variety of 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. All of iTrip Vacations homes are 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.
- Firearm and weapons must be appropriately registered.
- Firearms must be **unloaded**.
- **No cleaning** of firearms is permitted on the premises.
- Firearms and weapons must be safeguarded and secured in either a locked, hard sided firearm container or a soft gun case provided by the guest at all times and clearly labeled with their name and contact information.

Guests and vendors who fail to abide by our policy may be asked to leave the home, 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 the performance of 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. It is our policy to promptly turn over any firearms left on the property to the local Sheriff's Office or the Police. We do not ship firearms or weapons.

APPLICABLE LAW

This Rental Agreement shall be construed in accordance with and governed by the laws of the Colorado without regard to its conflict of law principles. Venue in any action commenced under this Rental Agreement shall be in local county and state of Colorado, and Tenant hereby submits to the jurisdiction of said courts.

DISCLAIMER/LIMITATION OF LIABILITY

The premises, all fixtures thereon and all property on or around the premises is provided to Tenant "as is" without any warranties of any kind. None of iTrip Vacations, Colorado Foothills Property Management, LLC, or 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.

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 attorney's 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 Rental 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: cable, satellite TV or internet charges, damages beyond normal wear and tear.

Please remember that you are renting a private home. NO PARTIES or EVENTS or BANDS are allowed. These are cause for eviction with no refund and may damage our ability to offer the home for future guests exposing you to liability and damages. Please treat the property with the same respect you would like shown in your own home.