

# iTrip Rental Agreement

iTrip San Antonio | 2255 Oak Run Pkwy | New Braunfels, TX 78132

Phone: (210) 920-5005 | Email: sanantonio@itrip.net

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

This Agreement will confirm your rental of #26 at Gruene Silo Inn 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 San Antonio, 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 #26 at Gruene Silo Inn 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

may be placed up to one (1) year in advance but are subject to the rates in effect for the year said reservations are placed. All times are Central 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 pm.

## DEPOSIT

A deposit totaling 25% 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 traveler's checks, bank money order, wire transfer, or certified check, or major credit card. Personal checks will be accepted upon approval; if funds are not credited within Ten days booking will be canceled. 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 traveler's checks or certified checks or major credit cards. Personal checks will be accepted upon approval; if funds are not credited within seven days booking will be canceled; if this happens, deposits will be refunded less a \$100.00 administrative fee.

## **CANCELLATION POLICY**

In the event that you must cancel your reservation, please be aware that 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 with the exception of a **\$100.00 administrative fee**. 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 declare a mandatory government-issued evacuation notice. *The purchase of Travel Insurance is highly recommended.*

## **HAZARDOUS PRACTICES**

No barbeque grills of any kind are permitted on balconies or in the unit. 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.

## **POOL WAIVER OF LIABILITY**

This Pool Waiver of Liability ("Waiver") is executed as part of the Booking Agreement for the property located at 1438 Hanz Drive, New Braunfels, TX 78132 ("Gruene Silo Inn"). By signing this Waiver, the undersigned guest(s) ("Guest") agree to the following terms and conditions regarding the use of the pool facilities at the Property.

### **1. Acknowledgement of Risk**

The Guest acknowledges and understands that the use of the swimming pool and surrounding areas at the Property involves inherent risks, including but not limited to the risk of injury, illness, or drowning. The Guest agrees to assume all such risks associated with the use of the pool facilities.

### **2. Supervision**

The Guest agrees to supervise any individuals who are not capable swimmers at all times while using the pool facilities. The Guest understands that the Property does not provide lifeguard services, and it is the Guest's sole responsibility to ensure the safety of all individuals in their party.

### **3. Compliance with Rules**

The Guest agrees to comply with all posted pool rules and any additional rules provided by the Property owner or manager. The Guest understands that failure to comply with these rules may result in the termination of pool privileges and may be grounds for eviction from the Property without a refund.

### **4. Prohibition of Alcohol and Drugs**

The Guest agrees not to use the pool while under the influence of alcohol, drugs, or any other substances that may impair their ability to safely use the pool facilities.

### **5. Health and Safety Precautions**

The Guest agrees to take all necessary health and safety precautions, including but not limited to showering before entering the pool, not using the pool if ill, and immediately reporting any unsafe conditions to the Property owner or manager.

## **6. Release of Liability**

The Guest, on behalf of themselves and all members of their party, hereby releases, waives, and discharges the Property owner, manager, and any related entities or individuals from any and all liability, claims, demands, actions, or causes of action arising out of or related to any loss, damage, injury, or death that may be sustained by the Guest or any member of their party while using the pool facilities, whether caused by the negligence of the released parties or otherwise.

## **7. Indemnification**

The Guest agrees to indemnify, defend, and hold harmless the Property owner, manager, and any related entities or individuals from and against any and all claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to the use of the pool facilities by the Guest or any member of their party.

## **8. Governing Law**

This Waiver shall be governed by and construed in accordance with the laws of the state in which the Property is located. Any disputes arising under this Waiver shall be resolved in the courts of the state in which the Property is located.

## **9. Severability**

If any provision of this Waiver is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## **10. Entire Agreement**

This Waiver constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

By signing below, the Guest acknowledges that they have read and understood this Waiver and agree to be bound by its terms.

## **ABSOLUTELY NO PETS**

Pets are not allowed. If evidence of a pet(s) is found in the unit or on the premises, you will be asked to vacate immediately with no refund of rent or damage deposit.

## **ADULT RENTAL ONLY**

Reservations made for teenagers or young single groups will not be honored. Guests must be twenty-five (25) years of age to book, and all guests must be adults (over the age of twenty-one). Children are not allowed. Any violators will be evicted and forfeiture of all monies.

## **FALSIFIED RESERVATION**

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

## **HOUSEKEEPING**

There is **no daily maid service**. Linens and towels are included and are not to be taken from the unit. An initial setup of trash liners, bathroom paper, and soap is provided. There is a \$CleaningFee one-time cleaning fee. Additional cleaning fees will be due in the event that cleaning involves the removal of excessive sand.

## UTILITIES

No compensation will be given for a temporary outage of electricity, gas, water, cable, telephone, or WiFi service. Outages will be reported immediately, and all efforts will be made to have them restored as soon as possible.

## DOOR CODE

You will obtain your door code with the Check-In Instructions email (sent the day before check-in).

## EARLY CHECK-IN OR LATE CHECK-OUT

Early check-in or late check-out may be added for an additional fee (as stated in the listing) if the property is available. **Please inquire before your stay to help our team coordinate the request.** Though a property may appear available or ready, members of the cleaning, inspection, and operations teams must communicate and work in unison to grant the request.

## NONSMOKING UNIT

Smoking is strictly prohibited. Your damage deposit will be forfeited, and you will incur an additional charge for carpet cleaning and deodorizing if any evidence of smoking is found.

## ENTRY BY OWNER

Owner or owner's agents may enter the premises under the following circumstances: in case of an emergency; to make any necessary or agreed upon repairs, alterations, or improvements; supply necessary or agreed upon services or show the premises to prospective purchasers, renters or contractors. Owner will provide renter with at least 24 hours notice of Owners intent to enter (except in the case of an emergency).

## RULES AND REGULATIONS

1. Tenant agrees to leave the premises and its contents in the same condition, neat and tidy, as Tenant found the premises to be upon move-in, normal wear and tear expected.
2. The maximum number of occupants shall not exceed the stated property occupancy limits.
3. Furnishings are not to be removed from the premises for use outside or in other properties.
4. "No pets" policy must be observed. Pets are not allowed on the premises.
5. Smoking is not allowed in the unit.
6. Reservations are not made by or for a minor, defined as any person under the age of twenty-five (25). Children are not allowed.
7. Tenant and any guest of Tenant shall obey all laws of the state of Texas, as well as local laws, at all times while they are on the premises. Failure to abide by the laws of Texas or the above rules may cause 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 of \_propertysleeps\_, 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.

## **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 supply of water, gas, cable service, electricity or plumbing, as well as due to weather conditions, natural disasters, acts of God, or other reasons beyond its control.

## **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, stereos, and internet.

## **LINENS/TOWELS/SUPPLIES**

The owners furnish linens and towels. Any lost or damaged linens will be deducted from your deposit. An initial supply of paper products is provided. Extra items needed are the responsibility of the Tenant. Limited cleaning supplies may be provided. We recommend that you bring any special items that you may need.

## **PARKING**

\_HelpParking\_

## **TELEPHONES**

Telephones are not provided.

## **LIMITED DAMAGE WAIVER PROGRAM**

- 1. Terms of Waiver:** As an enrolled, Covered Guest, staying at an iTrip Franchisee property, under this plan, you will not be obligated to pay for Covered Damage (defined below) to real or personal property of the owner of the rental unit located within the rental unit occupied by the Covered Guest. When the Covered Guest purchases this plan, the property manager waives the right to charge the Covered Guest for Covered Damage to the unit as a result of your inadvertent acts or omissions during the duration of the Stay. Maximum limit of this waiver of liability is \$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 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 \$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 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 \$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 Tenant elects the Limited Damage Waiver Program, Tenant agrees to pay for damage to the Unit or property within the Unit, except normal wear and tear, that occurs during the Tenant's stay in the Unit. Tenant authorizes iTrip to charge the amount of damages, as determined solely by iTrip, to guest's credit card in accordance with this agreement

### **ADDITIONAL TERMS AND CONDITIONS**

The undersigned Tenant, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges 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 at any time.

### **CREDIT CARD AUTHORIZATION**

I understand and consent to the use of the credit card provided without original signature on the charge slip, I understand that by "clicking" that I have read the terms and conditions of this property, I am bound by this agreement and I have signed "electronically, and that this Credit Card Authorization cannot be revoked and will not terminate until 90 days after leased premises are vacated. Charges may include but not limited to: unauthorized long distance telephone, cable, satellite TV or internet charges, damages beyond normal wear and tear.

### **CANCELLATION POLICY**

In the event that you must cancel your reservation, please be aware that 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 with the exception of a **\$100.00 administrative fee**. 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 declare a mandatory government-issued evacuation notice. *The purchase of Travel Insurance is highly recommended.*

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