

iTrip Vacation Rental Agreement

iTrip Itrip Vacations Scottsdale / 18209 W North Ct. / Waddell, AZ 85355

Phone: (602) 900-1833 / Fax: (888) 653-8136 / scottsdaleinfo@itrip.net

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

This legally binding Agreement will confirm your rental of 8741 E Heatherbrae Ave, Scottsdale, AZ 85251 for _NumNights_ nights as follows:

Check-In: _CheckinDate_ _CheckinTime_
Check-Out: _CheckoutDate_ _CheckoutTime_
Rental: \$ _Rental_
Fees: \$ _Fees_
Taxes: \$ _AreaTax_
Total: \$ _TotalAmount_
Security Deposit: ... \$ _RefundableSecurityDeposit_
Deposit: \$ _DepositAmount_ (due _DepositDueDate_)
Balance: \$ _BalanceAmount_ (due _BalanceDueDate_)

AGREEMENT

Itrip Vacations Scottsdale, the Agent of the Owners, and Guest agree as follows: Above Guest will be an occupant of the unit 8741 E Heatherbrae Ave, Scottsdale, AZ 85251 during the entire reserved dates not to exceed those dates without prior authorization and paying for additional days. 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, Guests shall vacate the premises immediately without any refund.

RESERVATIONS

Reservations may be placed up to (1) year in advance, but are subject to the rates in effect for the year said reservations are placed. All times are Mountain Standard (Arizona)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 crew may require additional cleaning time and check in may be delayed up to 5 pm. Reservations will be held for seven (7) days. If a signed rental agreement and payment are not received within a seven (7) day period from the date of the Guest's signature, the reservation will be cancelled.

DEPOSIT

A deposit totaling 35% of the agreed upon Total Amount is due with acceptance of rental agreement. Payment of deposit shall be deemed as acceptance of this rental agreement. Payment may be made by a major credit card; if funds are not credited within seven days, booking will be cancelled. 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 funds are not credited within seven days, booking will be cancelled. If this happens, deposits will be refunded less an administrative fee of \$200.00. Damage deposit will be refunded within 7 -10 days of checkout pending inspection by cleaning firm.

CANCELLATION POLICY

In the event that you must cancel your reservation, please be aware that cancellations must occur at least 14 days prior to check-in date. If cancellation occurs 14 days or more prior to check-in date all monies will be refunded. GUESTS THAT DO NOT CANCEL WITHIN THE 14-DAY TIME FRAME WILL BE CHARGED THE FULL AMOUNT AND BECOMES NON REFUNDABLE. There will be no refund for early departure.

VACATION RENTAL INSURANCE

Rental Guardian Vacation Rental Insurance has been made available with your reservation prior to your occupancy. Vacation Rental Insurance reimburses for pre-paid, non-refundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. We strongly recommend you purchase this valuable protection. If you have not purchased, you acknowledge you have read and understand our cancellation policy and choose not to purchase Vacation Rental Insurance on behalf of your party. Please read the document and contact Rental Guardian with any questions. Due to the nature of our business, most reservations are made well in advance of the arrival date. We strongly encourage guests to purchase Vacation Insurance to help minimize any losses you may suffer from cancellations that occur after reservation becomes NON REFUNDABLE.

CREDIT CARD AUTHORIZATION

Guest authorizes Manager to charge the credit card on file for deposits, damage deposits, balances, cleaning fees or any other optional charges Guest agreed to pay. Guest authorizes that any outstanding balances or excess damage may be charged when due, as specified herein.

HAZARDOUS PRACTICES

No barbeque grills of any kind are permitted on balconies or in the unit (except in designated areas). No open flames such as candle burning is permitted on balconies or in the unit (use of fireplaces, fire pits and fire rings already established at the property are permitted). 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.

ABSOLUTELY NO PETS

No pets are allowed unless the Rental Unit is advertised as Pet Friendly (additional pet fee will be required) and the guest will be responsible to pay for any and all damages caused by the pet(s) including but not limited to picking up after the pet and/or additional cost of carpet cleaning or furniture cleaning. Guest agrees not to keep or permit any pets on the Premises without prior written consent of the Owner. Breach of the pet policy will result in immediate termination of the lease, and a \$500.00 fine charged to Guest. There will be NO REFUND of your reservation upon early termination for pet violation. In the event of a breach of the pet policy, the non-breaching party may proceed against the breaching party in any claim or remedy that the non-breaching party may have in law or equity.

FALSIFIED RESERVATION

Reservations 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 maid service**. Linens and towels are included and not to be taken from the unit. There is a CleaningFee one time cleaning fee. Prior to

arrival, Unit has been cleaned. If housekeepers have missed something , please notify us immediately so we can come and take care of it.

UTILITIES

No compensation will be given for temporary outage of electricity, gas, water, cable, or telephone service. Outages will be reported immediately and all efforts will be made to have them restored as soon as possible. Please note that you may want to bring a calling card for placing long distance phone calls, as these are restricted.

KEY

Arrangements will be made in advance for transfer of Unit Keys prior to check-in. If the Unit is equipped with an electronic keyless entry unit, you will receive the password and instructions prior to your arrival.

NONSMOKING UNIT

Smoking of any kind ie: vapors, cigarettes and illegal substance is strictly prohibited inside the Premises. If any evidence of smoking is found your damage deposit will be forfeited if one has been paid and you will incur an additional charge for carpet cleaning and deodorizing. If you must smoke please do so outside and dispose of your cigarette butts appropriately. Breach of the smoking policy will result in immediate termination of the lease, and a \$500.00 fee charged to Guests card on file. There will be NO REFUND of your reservation upon early termination for nonsmoking violation. We will have the final determining authority with respect to all aspects to this provision of the agreement. In the event of a breach of the nonsmoke policy, the non-breaching party may proceed against the breaching party in any claim or remedy that the non-breaching party may have in law or equity.

MEDICAL MARIJUANA

Despite Arizona's law that may authorize limited possession or use of Medical Marijuana in specific and limited circumstances, the federal Controlled Substance Act (the "CSA") categorizes marijuana as a Schedule 1 Substance and the possession of marijuana is a federal criminal offense. 21 U.S.C. § 801, et seq. The possession of marijuana, even for medical purposes, may expose Owner and Manager to liability and interferes with the health, safety, welfare and right to peaceful and enjoyment of others. As such, Manager informs and reminds Guest that any possession or use of Medical Marijuana by Guest, it's family, or invitees, will result in immediate cancellation of this Agreement and immediate surrender of Premises. The Premises is non-smoking.

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, improvements or to supply necessary or agreed upon services. Owner will provide Guest with at least 48 hours notice of Owners intent to enter (except in the case of an emergency).

RULES AND REGULATIONS

1. 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 expected. Guests are responsible and will be charged for damages caused beyond normal wear and tear. All dishes are to be washed and all garbage to be removed from the premises and placed in outside receptacles. Instructions will be provided as to the day to 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 sleeping capacity allowed, not including a child in a crib.
4. No subletting or assigning of this agreement.
5. Do not provide keypad access or keys to any third parties.

6. No alterations or improvements to the property.
7. Furnishings are not to be removed from the premises for use outside or in other properties.
8. "No pets" policy must be observed. Pets are not allowed on premises unless the Unit is advertised as Pet Friendly a \$500.00 fee will be charged if Guest violates the no pet policy
9. Smoking is not allowed in the unit a \$500.00 fee will be charged if the Guest violates the no Smoking policy.
10. All door keys, pool keys, or garage door openers (if applicable) are to be returned to the unit upon move-out by the Guest. There will be a \$15.00 charge per door key, \$75.00 for pool key/key card, \$75.00 per garage door remote, \$50 for any ceiling/light remotes broken or missing, \$75.00 per key phob if not returned on check-out date. If you leave anything behind that requires it to be shipped back to you there will be an automatic \$25 service fee + the cost of shipping. It is your responsibility to let us know if you want your item(s) sent with insurance.
11. Guest and all other occupants shall obey all laws of the state of Arizona, as well as local laws, and any HOA regulations at all times while they are on the premises. Failure to abide by the laws of Arizona or the above rules may cause Guest to be asked to vacate the premises and forfeit all rents and security/damage deposits. If the guests are not abiding by the HOA quiet time hours of 10:00pm(MST-Arizona) and 7:00am (MST-Arizona) and the police are called and have to come to address the issue or the owner receives a violation and/or fine for such disturbances from the HOA the guest will be charged a minimum of \$100.00 or the amount of the actual fine.
12. There is no legal language in either this reservation and Cancellation Policy or this Arizona Rental Agreement that allows for a continuation or renewal of this Rental Agreement beyond the departure date listed on the Rental Agreement. At the end of your rental period Guests shall vacate the Unit no later than 10:00 AM and leave all keys (if applicable) in the Unit. If Guests willfully fail to vacate the Unit as provided for in this agreement, Manager shall be entitled to recover any actual damages sustained and allowed for by the State of Arizona.
13. Quiet hours between the hours of 10:00pm (MST-Arizona) and 7:00am (MST-Arizona). Premises shall not be used to hold any events, parties or large gatherings according to the New Arizona State Law Vacation Rental Properties which went into effect August 27, 2019

SLEEPING CAPACITY/DISTURBANCES

Guest 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 8, using the premises for any illegal activity, including drug related criminal activity, any act of violence or threats of violence, other illegal activity, including prostitution, criminal street gang activity, threatening or intimidating, unlawful discharge of firearms, assault, 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, Dream Vacation Rentals LLC, or the Owner, does not assume any liability for loss, damage or injury to persons or their personal property. Neither do they 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.

POOL, SPAS & PATIO

Guest hereby acknowledges that if the premises reserved includes a community, private pool, spa, hot tub or deck/patio the undersigned agrees and acknowledges that these can be very dangerous areas, the deck/patio can be slippery when wet, that there are potential dangers that may be present for children who are not carefully supervised, or if the guests are intoxicated, using any kind of drugs or medication, pregnant or have other health risks. You agree that you are swimming at your own risk. With full knowledge of the above facts and warnings, the undersigned Guest accepts, agrees, and assumes all risks discussed above to be fully and solely responsible for any accidents that may occur to the Guest and all other occupants in or related to the use of these above areas. The Guest agrees to waive any claim whatsoever against iTrip, Dream Vacation Rentals LLC, or the owner for accidents or claims arising from the guests use of the Pool, Spas, or Patio areas. If the Unit contains a community, private pool, spa or hot tub Guest acknowledges receipt of the Arizona Department of Health Services safety notice, which can be downloaded via the Web Page. https://www.azdhs.gov/phs/oeh/pool_rules.htm. Guest expressly relieves and indemnifies Managers from any and all liability and responsibility for compliance with any applicable pool barrier laws and regulations.

MAINTENANCE

Please report any maintenance needs for the premises to the Manager and we will respond as quickly as possible. Refunds will not be made for maintenance issues including, but not limited to; heating, air conditioning, appliances, tubs, pools, spas, televisions, etc.

LINENS/TOWELS/SUPPLIES

The Owner furnishes linens and towels. Any lost or damaged linens will be deducted from your deposit or charged to your credit card. An initial setup of toilet paper, paper towels, trash liners, and soap 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.

PARKING

Parking at the premises is limited to two cars. Condos and Townhomes have limited parking availability, homes may allow more cars depending on how many parking spaces there is on the driveway. The Owner cannot be held liable if your vehicle violates local parking ordinances and cannot be held responsible should your vehicle be towed. The cities have strict restrictions on the parking of vehicles on the street overnight. Any fines incurred from the community HOA for parking of vehicles will be reassessed to the Guest. No boats, jet skis, trailers or RVs.

TELEPHONES

The Unit may or may not have a telephone. If this is a material concern please check with Manager to determine if the Unit has phone service. Phones are for local calls only.

HOME GUARDIAN LIMITED DAMAGE WAIVER PROGRAM

1. Terms of Waiver: As an enrolled, Covered Guest staying at an iTrip Franchise-managed property, under this Limited Damage Waiver (the "plan"), you will not be obligated to pay for Covered Damage (defined below) to 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 \$3,000.00 aggregate per stay.

2. Conditions: The Limited Damage Waiver has certain conditions. Covered Damage does not include, and the Covered Guest remains liable for, the following:

- a. Damages caused by Intentional Acts of a Covered Guest.
- b. Damages caused by gross negligence or willful and wanton conduct.
- c. 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.
- d. Damage from theft without a valid police report.
- e. Damage caused by any pet or other animals brought onto the premises by any Guests, whether or not unless the property is specified as "pet friendly" as a condition of the rental agreement.
- f. Damage or loss of any property owned by or brought onto the premises by a Covered Guest or invitee of Covered Guest.
- g. Property Damage resulting from any motorized vehicle or watercraft operated by a Covered Guest.
- h. Damages Caused by any forbidden items or property usage including but not limited to BBQ Grills, Candles, Cigarettes, etc.

3. Definitions:

- a. "Covered Damage": All damages to property of the unit's owner, up to \$3,000.00 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.
- b. "Covered Guest": All registered guests and all persons booked to share the same unit of accommodations and which have paid the required plan cost.
- c. "Stay": The iTrip contracted 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 at their sole discretion whether 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 administration authority under the plan. 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. The plan shall terminate upon normal check-out time of the iTrip contracted Stay or the time the Covered Guest vacates the booked iTrip unit, whichever occurs first.

6. **Fee:** \$119.00 is the plan cost for your covered Stay.

7. **Damages in Excess of Limited Damage Waiver Limit:** Guest Agrees that damages not covered by the Limited Damage Waiver Program or in excess of the plan limit of \$3,000.00 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.

IMPORTANT NOTE:

Violation of any condition of the terms of iTrip voids the Limited Damage Waiver Program without refund of any portion of booking/ plan fee. Guest Agrees that damages not covered by the Limited Damage Waiver Program or in excess of the plan limit of \$3,000.00 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 plan 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 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 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 or violations of the NO SMOKING or NO PETS.

CANCELLATION POLICY

In the event that you must cancel your reservation, please be aware that cancellations must occur at least 14 days prior to check-in date. If cancellation occurs 14 days or more prior to check-in date all monies will be refunded. GUESTS THAT DO NOT CANCEL WITHIN THE 14-DAY TIME FRAME WILL BE CHARGED THE FULL AMOUNT AND BECOMES NON REFUNDABLE. There will be no refund for early departure.

Please remember that you are renting a private property. Please treat it with the same respect you would with your

own home.