

iTrip San Diego North Beaches / PO Box 334 / Carlsbad, CA 92018

**Tenant: TenantName Phone: TenantPhone Email: TenantEmail
Address: TenantStreet TenantCity, TenantState TenantPostal**

**This Agreement will confirm your rental of 1114 Buena Vista Way
Upper 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 Diego North Beaches, 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 1114 Buena Vista Way Upper located at 1114 Buena Vista Way Upper, Carlsbad, CA 92008, Carlsbad CA, 92008 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. If you extend your stay by paying any required extra fees or otherwise stay outside the dates of this agreement, this agreement will apply to those days as well.

*See military exception in Rules and Regulations below.

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 Pacific 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 cleaning crew may require additional cleaning time and check in may be delayed up to 5 pm.

DEPOSIT

A deposit totaling up to 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 major credit card. Personal checks will be accepted upon approval; if funds are not credited within Ten days booking will be cancelled. The deposit amount is \$ DepositAmount.

BALANCE

Balance is due 30 days prior to arrival date and may include a refundable damage deposit. The balance is due on BalanceDueDate. Payment may be made by major credit or debit card. Personal checks will be accepted upon approval; 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 firm. If balance due is not paid by 7 days after BalanceDueDate, we will attempt to charge the account on file. If the payment attempt fails and we cannot get in touch with you, we will cancel the reservation and you will lose your deposit.

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 to receive a full refund. We will allow a full refund if you cancel within 24 hours of booking your stay, even if you book within 30 days of arrival. If cancellation occurs between 30 days and 14 days prior to arrival date, guest will receive a 50% refund of the total. GUESTS THAT CANCEL 14 DAYS OR LESS BEFORE ARRIVAL DATE WILL BE CHARGED THE FULL AMOUNT. There will be no refund for early departure unless authorities request mandatory hurricane evacuation, in which case the refund will be pro-rated based on the room rate. VACATION INSURANCE IS STRONGLY RECOMMENDED.

HAZARDOUS PRACTICES

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

PETS

If the property is designated as "pet-friendly" in the listing, then pets are allowed with the payment of the required pet fee. You are responsible for any damaged caused by any pet. You take full responsibility for your pet and hold hubname and OWNER harmless and will defend owner and company any lawsuits resulting from the actions of your pet. Also, the pet is considered personal property for the purposes of this agreement.

ACCEPTANCE OF PROPERTY AFTER CHECK IN

We take cleanliness seriously, but sometimes we do make mistakes. When booking this property, you agree to report any issues with cleanliness within 12 hours of check in. This property does not come with daily housekeeping services, so after the first 12 hours you accept the property as-is. Of course, please let us know of any maintenance issues.

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 according to CA law with forfeiture of all monies.

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 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 are 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 temporary outage of electricity, gas, water, cable, wifi 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 telephone service is not provided in most properties. We strongly recommend bringing your cell phone.

KEYS

Units with a door code will be sent to you two days prior to check in and be activated upon check-in date and time.

NON SMOKING 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. 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 outside receptacles as instructed. Some units may require you to please place trash bins in front of house for pickup.
3. Close all blinds in all rooms.
4. The maximum number of occupants shall not exceed 4 people, not including a child in a crib.
5. Furnishings are not to be removed from the premises for use outside or in other properties.
6. "No pets" policy must be observed. Pets are not allowed on premises.
7. Smoking is not allowed in the unit.
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 move-out by Tenant. There will be a \$10.00 charge per key if not returned within 2 weeks of check-out date.
10. Tenant and any guest of Tenant shall obey all laws of the state of California, as well as local laws, at all times while they are on the premises. Failure to abide by the laws of CA or the above rules may cause tenant to be asked to vacate the premises and forfeit all rents and security/damage deposits.
11. Unauthorized late check outs will incur a minimum fee of \$250. Check out time is _CheckoutTime_ on _CheckoutDate_.

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 4 people, 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 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.

POOL & PATIO

Tenant hereby acknowledges that the premises they have reserved may include a community or private pool, water access and/or dock; the undersigned agrees and acknowledges that the community or private pool, water access, dock and/or patio/deck can be dangerous areas, that the dock/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 or private pool, water access, dock and/or patio areas. Owners and Agent require Tenant follow all published pool rules, which are available in the Guest Book and in the House Rules provided with the listing. NO LIFEGUARD IS PROVIDED.

MAINTENANCE

Please report any maintenance needs for the premises to the 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 other amenities.

LINENS/TOWELS/SUPPLIES

Linens and towels are furnished. 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

at the premises is limited to the number of cars that will reasonably fit in the provided parking area. No boats, jet skis, trailers or RVs unless approved in advance by the property manager. Note: If a boat slip is provided with the unit, the boat may be parked at the boat slip. In no case shall a boat be parked in the driveway or in the street of the property. You must inform the property manager of your intention to bring a boat so proper instructions can be provided to the tenant.

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 \$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

CONSENT TO CONTACT

Tenant agrees to allow iTrip San Diego North Beaches to contact them by telephone, email or SMS message. Tenant's carrier may charge fees for SMS services. Tenant may opt out by replying stop to the SMS messages or contacting _HubName and requesting to opt out.

SECURITY CAMERAS

If security cameras are present at the property, the listing and house rules 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.

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 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.

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