

# iTrip Rental Agreement

## iTrip Vacations - St Petersburg Beaches

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

This Agreement will confirm your rental of 3 - Cottages at Madeira Beach - Starfish for \_NumNights\_ nights as follows:

**Check-In:** ..... \_CheckinDate\_ \_CheckinTime\_  
**Check-Out:** ..... \_CheckoutDate\_ \_CheckoutTime\_  
**Rental:** ..... \$ \_Rental\_  
**Cleaning Fee:**..... \$ \_CleaningFee\_  
**Amenity Fees:** ..... \$ \_ProcessingFee\_ (Optional)  
**Limited Damage Waiver:** ..... \$66.00  
**Travel Insurance:** ..... \$ \_TravellInsurance\_ (Optional)  
**Taxes:** ..... \$ \_AreaTax\_  
**Total:** ..... \$ \_NetAmount\_

**Balance Unpaid:** ..... \$ \_BalanceUnpaid\_

**Security Deposit** (if required): ..... \$ \_RefundableSecurityDeposit\_

## AGREEMENT

iTrip Vacations - St Petersburg 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 "3 - Cottages at Madeira Beach - Starfish" 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.

\_HelpGeneral\_

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

## RESERVATIONS

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 Eastern 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 30% 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 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 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 traveler's checks or certified check, PayPal or major credit 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. If applicable, Damage Deposit will be refunded within 7 -10 days of checkout pending inspection by cleaning firm.

## **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. Use the overhead stove fan when cooking to avoid accidental activation of smoke detector alarm.

## **ABSOLUTELY NO PETS**

are allowed (except service animals). "Service Animal" means any dog trained to do work or perform tasks for the benefit of an individual with a disability. Pets providing emotional support, well-being, comfort or companionship are not recognized as service animals under ADA regulations. Misrepresenting a dog as a service animal is a criminal violation. 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.

There are individuals and organizations that sell service animal certification or registration documents online. These documents do not convey any rights under the ADA and the Department of Justice does not recognize them as proof that the dog is a service animal.

Under ADA Regulations, a service animal must be under the handler's control at all times. This means that the dog may NEVER be left alone in the unit at any time, day or night.

## **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 Florida Statute 508.141 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, 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 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.

## **KEYS**

If the property is not fitted with an electronic lock, you will obtain your keys at the front desk upon check-in. Otherwise, electronic door lock codes and instructions will be sent at least 5 days prior to arrival.

## **NONSMOKING UNIT**

No Smoking Inside the Unit: Smoking is strictly prohibited inside the vacation rental unit.

Designated Smoking Areas: Smoking is only allowed in designated outdoor areas, which are clearly marked. Please dispose of cigarette butts and other smoking materials responsibly in the provided containers.

Prohibited Smoking Products: This policy applies to all smoking products, including, nicotine, marijuana, cigarettes, cigars, pipes, vapes & e-cigarettes.

Violation of Policy: If evidence of smoking is found inside the unit (such as odor, ashes, butts, burns, etc.), a cleaning fee will be charged to cover the costs of deep cleaning and deodorizing and a result in termination of the rental agreement and immediate eviction without a refund.

Guests' Responsibility: Guests are responsible for informing all members of their party and any visitors about the nonsmoking policy. Any damages caused by smoking will be the responsibility of the guest, and the cost of repairs or replacements will be charged accordingly.

## **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. 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.
3. Close all blinds in all rooms.
4. The maximum number of occupants shall not exceed the number listed on the property, 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 \$50.00 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 Florida, as well as local laws, at all times while they are on the premises. Failure to abide by the laws of Florida 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 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 listed for 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 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 or Internet service, electricity or plumbing, as well as due to weather conditions, natural disasters, acts of God, or other reasons beyond its control.

In consideration of being permitted to rent and stay at the Premises, Tenant agrees on Tenant's own behalf and on behalf of Tenant's family and guests and on behalf of Tenant's children and all minors in Tenant's care, custody or control (hereafter also included in "Tenant") to assume full responsibility for the risks identified herein and those risks not specifically identified. Tenant hereby releases from liability and waives any and all claims that Tenant has or may have in the future against the Owner, the Homeowner's Association (where applicable), iTrip and their members, principals, agents, officers, employees, and representatives (collectively "Releasees").

Tenant acknowledges that if there is a pool and/or spa on the property, it poses a risk to any and all guests on the property. Tenant understands and acknowledges that the use of other equipment (including Recreational Equipment as defined below) and facilities provided by Releasees and participation in outdoor activities, involves risks including, but not limited to the following: risk of property damage, bodily injury, including, but not limited to permanent disability, paralysis, and possibly death. These risks may result from a variety of circumstances including, but not limited to, the use or misuse of the equipment or facilities, from the activity itself, from the acts of Tenant or others, or from the unavailability of emergency medical care.

Tenant is also aware that Tenant's stay at the Premises involves risks that may result in serious bodily injury and/or death. Some of the risks include, but are not limited to, drowning, slips, trips, falls, cuts, adverse weather conditions, the acts or omissions of guests or visitors on the Premises during Tenant's stay, and the condition of the property. Tenant understands that the description of the risks in this Agreement is not complete and that other risks or events that are known or unknown, anticipated or unanticipated may result in serious bodily injury and or/death.

Tenant understands and acknowledges that being in or near the ocean presents various risks and hazards, including strong currents, unexpected wave activity, floating debris and other potential hazards. Tenant assumes all such risks associated with being near or in the ocean.

Tenant hereby agrees that if Tenant rents, operates or uses equipment, including but not limited to bikes, chairs, paddleboards, boogie boards, kayaks, floats, canopies, firepits, BBQ grills, umbrellas, toys or games ("Recreational Equipment") provided by Releasees, Tenant does so at Tenant's own risk. Tenant agrees that Tenant will inspect the Recreational Equipment and ensure that any defects are brought to Releasees' attention. Tenant will also ensure that all measures are taken to prevent the Recreational Equipment from causing injury to Tenant or others. Tenant agrees that Tenant is voluntarily participating in all activities related to the rental, operation, or use of the Recreational Equipment, and assumes all risk of injury, illness, damage or loss that might result, even if the risks arise out of the negligence or fault of Releasees.

Tenant agrees that Releasees shall not be liable for any damages arising from personal injuries Tenant or anyone under Tenant's custody, care, and control, sustain as a result of any and all activities related to the rental, operation, or use of Recreational Equipment provided by Releasees. Tenant assumes full responsibility for any such injuries or damages which may occur, and further agrees that Releasees shall not be liable for any loss or theft of personal property. Tenant specifically agrees that Releasees shall not be responsible for such injuries, damages, loss or theft, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY Releasees whether such negligence is present at the signing of this Agreement or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Releasees.

Tenant agrees to fully and forever release and discharge, and not to sue Releasees for any injuries or damages, including property damage that may result from arise out of or be related in any way to Tenant's rental and stay at the Premises or use of equipment including the Recreational Equipment. If any portion of this Agreement shall be declared unenforceable for any reason, the unenforceable portion shall be considered severed from the Agreement and the remainder of the Agreement shall not be affected and shall be valid and enforceable to the fullest extent permitted by law.

Tenant agrees to defend, indemnify, and hold the Releasees harmless from and against all obligations, claims, damages, demands, penalties, liabilities, causes of action, costs and expenses of whatsoever kind, including, but not limited to, reasonable attorneys' fees and costs (including those incurred for experts), at both the trial and appellate levels (collectively "Claims"), imposed upon or incurred by or asserted against Releasees arising out of or relating to: (a) any accident or injury to, or death of, persons or loss of or damage to property occurring on or about the Premises or any portion thereof during Tenant's rental term; (b) any acts, neglect, or omissions of Tenant; (c) failure of Tenant to abide by the rules and regulations or other terms of this Agreement; (d) the use, generation, storage, handling, release, transport, or disposal by Tenant of any hazardous materials in or about the Premises or any other portion of the Premises, including damages for diminution in the value of property and sums to remediate, clean up and remove such hazardous materials; and/or (e) personal injuries, property damages, or any other damages to any operators of equipment, including Recreational Equipment, under Tenant's custody, care, and control.

The foregoing indemnification shall apply regardless of the active or passive negligence of Releasees and regardless of whether liability without fault or strict liability is imposed or sought to be imposed on the Releasees, but shall not apply with respect to any Releasee to the extent that a final and non-appealable judgment of a court of competent jurisdiction establishes that a claim was proximately caused by the willful misconduct or gross negligence of that Releasee.

Releasees shall have the right to approve legal counsel proposed by Tenant for defense of any claim indemnified against hereunder or under any other provision of this Agreement, for which approval shall not be unreasonably withheld. If Releasees disapprove the legal counsel proposed by Tenant for the defense of any claim indemnified against hereunder, or if Releasees are required to obtain separate legal counsel as a result of a conflict of interest, Releasee(s) shall have the right to appoint its/their own legal counsel, the reasonable fees, costs, and expenses of which shall be included as part of Tenant's indemnity obligation hereunder. Tenant shall not enter into any settlement that affects Releasees' rights or interests without Releasees' prior written approval, which shall not be unreasonably withheld. Releasees will provide such assistance and cooperation as is reasonably requested by Tenant or its counsel in connection with such claims.

By agreeing to this Agreement, Tenant assumes all risk, and takes full responsibility and waives any claims of personal injury, death or damage to personal property associated with activities and events during or related to the stay in the subject property.

TENANT ACKNOWLEDGES THAT HE/SHE HAS READ THIS ENTIRE AGREEMENT, UNDERSTANDS ITS TERMS AND AGREES TO BE BOUND BY THEM. TENANT UNDERSTANDS THAT THE EFFECT OF THIS AGREEMENT IS THAT TENANT IS RELEASING LIABILITY AND WAIVING TENANT'S RIGHT TO SUE RELEASEES AND TENANT IS ASSUMING RISK FOR MATTERS RESULTING FROM, ARISING OUT OF OR RELATING IN ANY WAY TO TENANT'S RENTAL AND STAY AT THE PREMISES,

INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH AND PROPERTY DAMAGE. TENANT ACKNOWLEDGES THAT THIS AGREEMENT APPLIES EVEN IF RELEASEES MAY BE NEGLIGENT IN WHOLE OR PART. TENANT UNDERSTANDS THAT THIS AGREEMENT APPLIES TO AND SHALL BE EFFECTIVE AND BINDING UPON TENANT, TENANT'S HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE, ESTATE, AND ALL MEMBERS OF TENANT'S FAMILY, MINORS, AND OTHERS IN TENANT'S CARE, CUSTODY OR CONTROL.

## **POOL & PATIO**

Tenant hereby acknowledges that IF the premises they have reserved includes a community or private pool, the undersigned agrees and acknowledges that the community or private 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 community or private pool and patio areas.

## **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 stereos.

## **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**

at the premises is limited. Please ask if you require more than one parking spot as many properties do not allow more than one. No boats, jet skis, trailers or RVs.

## **TELEPHONES**

are not provided, unless specifically stated.

## **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 \$1,650.00 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 \$1,650.00 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:** \$66.00 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 \$1,650.00 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 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 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 14 days prior to arrival date. If cancellation occurs 14 days or more prior to arrival date all monies will be refunded. GUESTS THAT CANCEL WITHIN THE 14-DAY TIME FRAME WILL BE CHARGED THE FULL AMOUNT. There will be no refund for early departure unless authorities request mandatory hurricane evacuation. Travel Insurance is strongly recommended.

