

iTrip Rental Agreement

iTrip North Houston

northhoustonbookings@itrip.net

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

This Agreement will confirm your rental of South Lake Mist 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 North Houston, 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 South Lake Mist during the entire reserved dates. In addition to Tenant, other authorized occupants may be family members or friends of the 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 access code will be issued to anyone who is not an adult.

Reservations made under false pretenses are null and void and check-in will not be allowed. Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in. OUR HOMES ARE MONITORED FOR VIOLATION OF THIS POLICY. ALL VIOLATORS WILL BE EVICTED, AND ALL RENTAL PAYMENTS AND ADDITIONAL CHARGES WILL BE APPLIED! This policy includes reservations made by parents who do not check-in, and/or who leave overnight during the length of the stay. NO EXCEPTIONS!

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 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. If the reservation is canceled and meets our cancellation policy, all monies will be refunded, **less a \$100 administrative fee.** Payment of the deposit shall be deemed as acceptance of this rental agreement. Payment may be made by a major credit card. 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 final payment is not received within 30 days of arrival, the booking will be canceled; if this happens, **no refund will be issued for the deposit paid**. If a refundable damage/security deposit has been made with the reservation, the damage deposit will be refunded within 7 -10 days of checkout pending inspection by the cleaning firm.

CANCELLATION POLICY

Bookings canceled at least 30 days before the start of the stay will receive a full refund with the exception of a \$100.00 administrative fee. Bookings canceled at least 14 days before the start of the stay will receive a 50% refund. **GUESTS THAT DO NOT 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 evacuation. Travel Insurance is recommended. It is impossible for a host to make refund assurances for every possible scenario so it is recommended that guests consider purchasing traveler insurance benefits in order to protect their plans in the event of extenuating circumstances.

HAZARDOUS PRACTICES

No open flames ie. candle burning are permitted in the unit. Do not dismantle smoke detectors as they are there for your protection. Use the stove fan when cooking to avoid accidental, activation of the smoke detector alarm.

ITEMS LEFT ON THE PROPERTY

Any items left that a guest wishes to be returned and shipped will incur a \$30 fee plus shipping.

NO ACCESS TO MAIL

Please note that no Tenant will have access to receive mail in the mailbox while staying at the property. If mail is delivered to the personal mailbox of the residence, it will be returned to the sender.

PET POLICY - Please refer to the booking site to see if pets are allowed.

Pets are only allowed in certain homes. Payment of a pet fee and a pet addendum is required to be completed prior to arrival. If evidence of a pet(s) is found in a non-pet-friendly unit or on the premises you will be asked to vacate immediately with no refund of rent or damage deposit unless you receive written approval. The credit card on file will be charged for the costs of cleaning and such other costs including, but not limited to, the extermination of fleas/insects, cleaning/deodorization of carpets and window treatments, and/or repair of any damage to the property caused by the pet.

HOUSEKEEPING

There is **no daily maid service**. The Tenant is responsible for cleaning of the Unit during the stay and for leaving the Unit in good condition at check-out. Linens and towels are included and are 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. In the event Tenant fails to depart by the check-out time and results in an inability to clean and prepare the unit for the next arriving renter, Tenant agrees to pay damages and costs incurred by iTrip.

UTILITIES

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

PROPERTY ACCESS

You will obtain your front door access code with your check-in procedures once the amount due has been paid in full.

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 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.
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 12 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 of non-pet-friendly homes.
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. 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 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 of 12 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 iTrip or the Owner accept any responsibility or 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, or for any loss or damage or alteration in the terms of your reservation or the use of any accommodations, amenities, or facilities that are caused by or become unavailable for use due to causes beyond its reasonable control ("Force Majeure"). Such causes may include, but are not limited to, Acts of God or public enemy, fire, strikes, lock-out, or other labor unrest, riot, explosion, civil disobedience, declared or undeclared war, revolution, insurrection, boycotts, acts of piracy, acts of terrorism, acts of public authorities, flight delays/cancellation or airport closures, governmental orders or public health emergencies regardless of whether declared by an applicable government or health agency (including governmental and agency regulations, actions or inaction), blockade, embargo, accident, epidemic, pandemic, or quarantine (including, without limitation, those caused by any illnesses, viruses, or other

diseases), delay or defaults caused by public or common carriers, or any other event beyond the reasonable control of iTrip or the Owner that results in delay or inability to perform or results in a situation where it would be impractical, financially unfeasible, or commercially unviable to perform under such circumstances. There will be no credit given for shortened stays due to late arrival or early departure for any reason and no credit given for cancellation due to weather conditions.

Pool, Lake, & Patio

Tenant hereby acknowledges that if the premises Tenant has reserved include a pool and/or access to a lake, Tenant understands that there is no lifeguard on duty and lifejackets should be worn. Tenant and Tenant's guests assume all risk of use of the pool and amenities. The undersigned agrees and acknowledges that the lake, 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. Diving, horseplay or running around the pool area is prohibited. No child in the party or adult non-swimmer are permitted to use the pool or access the lake without adequate adult supervision by a strong swimmer. Tenant must immediately report any problems with pool or pool safety features. With full knowledge of the above facts and warnings, the undersigned Tenant and Tenant's guests accept and assume all risks involved to Tenant and all of Tenant's guests in or related to the use of the lake, pool, and patio/dock areas. Tenant and Tenant's guests understand and agree that none of the Owner, owners' association, or iTrip accepts any responsibility whatsoever in the case(s) of accident or illness while on the property.

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, and plumbing.

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

Parking at the premises is limited to the designated area(s) and is at Tenant and Tenant's guests own risk. None of the Owner, any owners association, or iTrip is responsible for any vehicle damage, theft, or break-ins. No campers, trailers, or RVs.

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 Guest 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

The undersigned agrees to pay all collection costs, court costs, and legal fees incurred to collect delinquent balances from the rental or damage done to the property.

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.

The undersigned Tenant is responsible for the cost of any damages sustained to the property, décor or its contents during the stay; this includes the moving of items, the moving of items to another property, breakage or any excessive cleaning charges incurred during my stay. This also means that Tenant is responsible for any damage caused by Tenant's guests.

By accepting this Agreement Tenant acknowledges that Tenant understands and accepts the terms and conditions of this Agreement. For purposes of this Agreement, you are both the principal for yourself and you are also the agent for all persons using the rental property under the terms of this Agreement. You understand and agree that it is your responsibility and duty to publish the terms of this Agreement to all persons who will use the rental property rented under the terms of this Agreement. You acknowledge and authorize iTrip to charge the credit card on file for any infractions, fees, or fines as outlined in this Agreement, any attempt to chargeback or dispute such charges with the credit card company is a breach of this Agreement providing iTrip all rights and remedies to pursue all damages and costs against you personally.

CREDIT CARD AUTHORIZATION

I understand and consent to the use of the credit card provided without the 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 are not limited to: excessive cleaning fee, cable,

satellite TV, or internet charges, and any 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.