

iTrip Rental Agreement

iTrip iTrip Pensacola / PO Box 550 / Gulf Breeze, FL 32562

Phone: (850) 741-4715 / Fax: / pensacola@itrip.net

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

This Agreement will confirm your rental of 5 Portofino 1207 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 Pensacola, 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 5 Portofino 1207 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 two (2) years 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. Reservations will be held for 24 hours. If a signed Rental Agreement and payment are not received within a 24 hour period from the date the reservation is made, the reservation will be cancelled.

DEPOSIT

A deposit totaling 35% of the agreed upon Total Amount is due with acceptance of the 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 of agent's receipt of personal check, then the reservation will be cancelled. The deposit

amount is \$_DepositAmount_.

BALANCE

Balance of funds owed for the reservation 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 traveler's checks or certified check or major credit card. Personal checks will be accepted upon approval; if funds are not credited within seven days of agent's receipt of personal check, then the reservation will be cancelled and deposits will be refunded to tenant less a \$100.00 administrative fee. 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 30 days prior to arrival date. If cancellation occurs 30 days or more prior to 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 (INCLUDING FEES). There will be no refund for early departure unless authorities request mandatory hurricane evacuation. Vacation Insurance is recommended.

HAZARDOUS PRACTICES

No barbeque grills of any kind are permitted on balconies or in the unit. No open flames (ie., candle burning) are 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

No pets are 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. Pets on the property subject the tenant to a \$500 fine (pre-approved service dogs are exceptions).

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.

GROUP SIZE

The maximum number of occupants allowed per property is listed in the property description. Maximum capacity applies to any given time, such as during a

gathering of people at the property that includes guests that are not staying overnight. In the event that the maximum capacity has been exceeded, occupancy may terminated without refund.

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, toilet 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 temporary outage of electricity, gas, water, cable, internet or telephone service. Outages will be reported immediately and all efforts will be made to have them restored as soon as possible.

KEYS

Arrangements will be made in advance for transfer of property keys or key codes on day of check-in. If the property is equipped with an electronic keyless entry unit, then you will receive the password and operation instructions prior to your arrival.

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. Evidence of smoking in the condo subjects the tenant to a \$500 fine.

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. Agent will provide tenant with at least 24 hours notice of owner's or owner's agent(s) intent to enter the premises (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. 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 8 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 (if any keys are issued to tenant) are to be returned upon check-out by Tenant. There will be a \$40.00 charge per key if not returned during check-out.
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 of 8 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

None of iTrip Vacations, Vay Cay Rentals, LLC, or the Owner of the premises assume any liability for (i) loss, damage or injury to persons or their personal property that occurs during their stay on the premises; (ii) any inconveniences, damage, loss or injury arising from any temporary defects or stoppage in supply of water, gas, cable service, internet service, electricity or plumbing or (iii) any inconveniences, damage, loss or injury arising from or due to weather conditions, natural disasters, acts of God, or other reasons beyond their control. iTrip is not responsible for any personal belongings left behind.

POOL & PATIO

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

MAINTENANCE

Please report any maintenance needs for the premises to the Agent and the Agent 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, internet/WIFI, and stereos.

MONITORING

Agent may utilize electronic monitoring equipment at the property to ensure that noise and occupancy limits are observed and that no events or parties are held on the property.

SECURITY CAMERAS

If security cameras are present at the property, the listing will disclose this fact. Security cameras are solely for visual 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.

LINENS/TOWELS/SUPPLIES

The owners of the premises furnish linens and towels to Tenant. Any lost or damaged linens will be deducted from Tenant's 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 number of cars listed in your check-in email. No boats, jet skis, trailers or RVs are allowed without prior permission of Agent. All vehicles are parked at the risk of the Tenant. iTrip Vacations shall not assume liability or responsibility for any vehicle, occupants, or contents while operated or parked on the property. If a vehicle is left on the property after the Tenant checks out without written consent of iTrip Vacations, we reserve the right to have the vehicle towed at the Tenant's expense. No vehicle repairs are to be performed on the property.

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 \$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

ADDITIONAL TERMS AND CONDITIONS

The undersigned Tenant, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Owner of the premises 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 Rental 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, pet damage, shipping 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.

