

iTrip Rental Agreement

iTrip Daytona / 1648 Taylor Road #231 / Port Orange, FL 32128

Phone: (888) 582-0045 / Fax: (386) 868-1970 / daytona@itrip.net

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

This Agreement will confirm your rental of Modest Beach Retreat with Ocean & City Views-Near Many of Daytona's Famous Attractions! FREE WiFi! 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 Daytona, 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 Modest Beach Retreat with Ocean & City Views-Near Many of Daytona's Famous Attractions! FREE WiFi! 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 (1) years in advance, but are subject to the rates in effect for the year said reservations are placed. All times are Eastern Standard Time and currency is USD unless otherwise noted. While every effort will be made to have the unit available for check in at 3:00 pm, 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 signed rental agreement and payment are not received within a seven (7) day period from the date of the Tenant's signature, the reservation will be cancelled.

DEPOSIT

A deposit totaling 20% 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 will be made by credit card unless other means of payment is approved first. No cash. 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_. You authorize iTrip Vacations Daytona to run the credit card on file if balance is not paid within 24 hours of due date. If balance cannot be collected within 7 days from due date; booking will be cancelled. Traveler's checks or certified checks or personal checks will be accepted upon approval; if funds are not credited within seven days booking will be cancelled. If applicable, damage deposit will be refunded within 7 -10 days of checkout pending inspection by cleaning firm.

STANDARD CANCELLATION POLICY

In the event that you must cancel your reservation, you must put your request in writing to daytona@itrip.net. 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. There will be no full or partial refund for no-shows or if you cancel within 30 days of the first night of your reservation, arrive after the first night of your reservation or depart early before the last night of your reservation. Except as expressly provided in this Agreement, no refunds or compensation will be given if the property is unavailable for any reason outside of iTrip Vacations Daytona's control, including but not limited to adverse weather conditions, natural disasters, mechanical failures, acts of government agencies, or utility outages. Moving your selected property or dates is prohibited. **Vacation Rental Insurance is highly recommended.**

VRBO FAMILY CANCELLATION POLICY

Effective 9/1/2023 - In the event that you must cancel your reservation, you must put your request in writing to daytona@itrip.net. Please be aware if cancellation occurs 30 days or more prior to arrival date all monies will be refunded. If cancellation occurs at least 14 days before the arrival date, 50% refund (minus the service fee). No refund if you cancel less than 14 days before your arrival date. There will be no full or partial refund for no-shows or if you cancel 14 days or less of the first night of your reservation, arrive after the first night of your reservation or depart early before the last night of your reservation. Except as expressly provided in this Agreement, no refunds or compensation will be given if the property is unavailable for any reason outside of iTrip Vacations Daytona's control, including but not limited to adverse weather conditions, natural disasters, mechanical failures, acts of government agencies, or utility outages. Moving your selected property or dates is prohibited. **Vacation Rental Insurance is highly recommended.**

RULES AND REGULATIONS

1. Upon arrival, please report any dissatisfaction ie. maintenance / clean within the first 24 hours to daytonamnt@itrip.net. For an emergency ONLY that would include a lock out, water damage or missed cleaning Call 888-582-0045 x 103. All other non-related emergency calls are subject to an Emergency Call charge of \$125.
2. 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. Any item(s) missing or damaged from the property will be charged to your credit card at face value plus the time to replace said item(s).
3. Beds should be stripped of linens and placed in a pile in each bedroom for housekeeping. All dishes are to be washed and all garbage removed from the premises and placed in outside receptacles. For homes, please place trash bins in front of the house for pickup before your departure.
4. Follow the property's remainder check-out procedures given by property manager.
5. The maximum number of occupants shall not exceed the total people stated in the Rental's Property Listing, not including a child in a crib.
6. Furnishings are not to be removed from the premises for use outside or in other properties.

7. "No pets" policy must be observed. Pets are not allowed on premises unless special circumstances have been made with Property Manager prior to booking.
8. Smoking is not allowed inside the unit or home.
9. Reservations are not to be made by or for a minor, defined as any person under the age of twenty-five (25).
10. All keys and parking permits (if applicable) are to be returned upon move-out by Tenant. There will be a \$100.00 charge per hard key, \$100.00 charge per fob key, \$250 charge for garage door opener and \$100 charge per parking permit if not left in Unit / Home at check-out date or if they get lost/damaged.
11. 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.
12. Late check-outs are subject to a \$100 fine.

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: Parties or events, occupancy exceeding the sleeping capacity of the total people stated in the Rental's Property Listing, 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.

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.

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.

ABSOLUTELY NO PETS

are allowed unless special circumstances have been made with Property Manager prior to booking. 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.

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 / BREACH

any reservation obtained under false pretense or failure by you or any other Occupants to comply with any of these terms will be subject to forfeiture of reservation deposit, damage deposit, and/or balance of rental payment. In addition, you are responsible for, and you authorize us to bill your credit card on file (1) a charge of up to \$1,000 for violations of the pet policy; (2) and additional cleaning fee of up to \$500 for violations of any of the guests policies above (other than the pet policy) or for excessive cleaning required by the acts of omissions of any Occupant during your stay; and (3) any fines issues by police, other government officials or agencies, utility providers, and/or homeowner associations for violation of any law, ordinance, or rule during your stay, and any damages (which may exceed the amount of fines) that result from the violation. If any unauthorized download of copyrighted material via the Property's Internet service

occurs during the period of your stay, you agree that we may share your contact information with the Internet service provider or any other party we reasonably believe has enforcement rights.

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 or trash. Please report any dissatisfaction within the first 24 hours.

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

Obtaining entry/keys vary upon property, however most properties are on keyless entry. Your Property Manager will notify you prior to check-in your keyless entry code (or) how to obtain your hard keys. If you are locked out of the property for any reason other than the lock malfunctioning and need emergency assistance after business hours there will be a \$125 charge to your credit card.

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).

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 personal pool and the undersigned agrees and acknowledges that the community or personal 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 personal pool and patio areas.

MAINTENANCE

Please report any maintenance needs for the premises to us within the first 24 hours 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 bath towels. Any lost or damaged linens could incur an additional charge. 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

varies upon rental property. Please abide by the Parking information provided within the Rental's Property Listing and/or Check-in Procedures otherwise you risk having your vehicle towed. Boats, jet skis, trailers or RVs must also abide by the Rental Property's Listing and/or Check-in Procedures and may not be allowed. Please verify with Property Manager before arrival if uncertain.

TELEPHONES

may / or may not be provided and will vary upon unit.

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 \$2,225.00 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 \$2,225.00 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:** \$89.00 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 \$2,225.00 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 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.