

iTrip Rental Agreement

iTrip Sunset Vacation Rentals LLC / 17 Northgrove #15 / Irvine, CA 92604

Phone: (949) 689-5629 / Fax: (866) 305-1424 / carla@itrip.net

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

This Agreement will confirm your rental of Garabaldi Studio - newly listed - private entrance and patio 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

Sunset Vacation Rentals LLC, 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 Garabaldi Studio - newly listed - private entrance and patio 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 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 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 wire transfer or major credit card (visa or Mastercard). The deposit amount is \$ _DepositAmount_.

BALANCE

Balance is due 30 days prior to arrival date and includes a refundable damage deposit. The balance is due on BalanceDueDate. If the final balance is not paid, the reservation will be canceled and deposits will be refunded less a \$350 administrative fee. Damage deposit will be refunded within 7 -10 days of checkout pending cleaning and inspection.

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 \$350.00 administrative fee. GUESTS THAT DO NOT CANCEL WITHIN THE 30-DAY TIME FRAME WILL BE CHARGED THE FULL AMOUNT. There will be no refund for early departure unless authorities request mandatory hurricane evacuation. Vacation Insurance is recommended.

HAZARDOUS PRACTICES

No barbecue 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. Security cameras are on the OUTSIDE of the unit facing the entry areas and pool.

PETS

Absolutely 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.

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 California law.

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 or trash.

UTILITIES

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

KEYS

You will obtain your keys or door code the morning of your check-in.

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 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. Leave beds open that were used.
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 (2) people.
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 in the unit or on the premises.
7. Smoking is not allowed in the unit.
8. No outside visitors are allowed in the condo, pool or deck.
9. All keys are to be returned upon move-out by Tenant. There will be a \$200.00 charge per key if not returned upon 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 California 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 two 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

Sunset Vacation Rentals 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 if 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 (if applicable).

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, and electronics.

LINENS/TOWELS/SUPPLIES

Towels and linens 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

Driveway parking is available for 1 car.

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 \$0.00 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 \$0.00 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:** \$0.00 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 \$0.00 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.

The following language is required by the City of Dana Point. Your digital signature will be acknowledgement that you have read and understand this. A copy will also be provided in the rental.

HOW TO BE A GOOD SHORT-TERM NEIGHBOR IN DANA POINT:

Welcome to Dana Point

Dana Point is a world class destination and is known for its warm welcome of visitors while on vacation. We are pleased that you have chosen to spend your vacation in our City and hope you enjoy your time in town.

Like many of our visitors, you have decided to rent a house or room for your own unique experience. The greatest benefit of this choice is the experience you will gain staying in one of our beautiful residential neighborhoods. You are among permanent residents who value the look and feel of a quiet and safe place to live. They, and the City, need your help in preserving that peace and quiet. Being a vacation renter also means being a good neighbor.

Being a Good Neighbor

We understand you are on vacation and here to relax, but please do not create excessive noise or engage in disorderly conduct. Consider how you would want your neighbors to behave in your own neighborhood back home. A little consideration goes a long way to ensure that the neighborhood remains safe and quiet. We ask you to please observe the following City of Dana Point Rules and Regulations for Vacation Rentals.

NOISE

Be respectful of your neighbors and limit the noise coming from the property during the hours of 10:00 a.m. - 10:00 p.m. Quiet hours exist in town after 10:00 p.m. Please do not have any outside noise during that time.

PARKING

Only one vehicle per bedroom is allowed at the property at any given time. Please utilize the driveway and/or garage parking prior to utilizing spots on the street.

VISITORS

The maximum overnight occupancy of the short-term rental shall be limited to two (2) persons/bedroom plus 2 (2) additional persons within the short-term rental. Daytime occupancy shall be limited to two and a half (2.5) times the overnight occupancy but not to exceed 20 persons.

TRASH

Trash shall not be left stored where it is visible from the street and sidewalk. The owner of the short-term rental shall provide sufficient trash containers and will take the trash and recycling to the curb.

REMINDERS

Short-term rentals shall be used only for overnight lodging accommodations.

Please keep in mind that you may be cited or fined by the City for creating a disturbance. The surrounding neighbors have been given a 24 hour hotline to report a complaint in an effort to ensure that the neighborhood is kept quiet and peaceful. The owner or agent you are renting from will be able to answer any questions you may have concerning these rules and regulations. We hope you enjoy your stay in beautiful Dana Point!