

# iTrip Rental Agreement

iTrip Austin / Austin / Austin, TX 78739

Phone: / Fax: / austin@itrip.net

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

This Agreement will confirm your rental of Deer Haven Retreat 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 Austin, 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 Deer Haven Retreat, Huge Single Story Updated Home with 2 Masters, Game Room, Pool, and a Garage 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 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.

## RESERVATIONS

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 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 traveler's checks, bank money order, wire transfer, or certified check or major credit card. 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 includes 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. If funds are not credited within seven days booking will be cancelled; if this happens, deposits will be refunded less a \$150.00 administrative fee. Damage deposit will be refunded within 7 -10 days of checkout pending inspection by cleaning team.

### **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 or within 48 hours of booking in order to receive a full refund. Guests that cancel less than 14 days prior to arrival will be charged the full amount. Please reference the cancellation policies on the booking site. There will be no refund for early departure unless authorities request mandatory hurricane evacuation. Vacation 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 a travelers insurance benefit in order to protect your plans in the event of extenuating circumstances. If you have been diagnosed, medical record confirmation should allow you to file a claim for travel related losses with your travel insurance provider.

### **HAZARDOUS PRACTICES**

No barbeque grills of any kind are permitted in the unit. No open flames ie. candle burning is permitted 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.

### **ITEMS LEFT ON PROPERTY**

Any items left that a guest wishes to be returned and shipped will incur a \$25 fee plus shipping.

### **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 received written approval. The credit card on file will be charged for the costs of cleaning and such other costs including, but not limited to, extermination of fleas/insects, cleaning/deodorization of carpets and window treatments and/or repair of any damage to the property caused by pet.

### **HOUSEKEEPING**

There is **no daily maid service**. Tenant is responsible for the cleaning of the Unit during the stay and for leaving the Unit in good condition at check-out. Linens and towels are included and not to be taken from the unit. An initial setup of trash liners, bathroom paper, and soap is provided. There is a \$ \_CleaningFee\_ one time cleaning fee. Tenant shall empty all trash in the appropriate trash receptacles or trash chutes for the property containing the unit. Tenant shall take out the trash on the designated days as stated for the property. Additional cleaning fees will be due in the event that cleaning involves the removal of excessive sand. 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 telephone service. Outages will be reported immediately and all efforts will be made to have them restored as soon as possible.

### **KEYS**

Keys will most likely be handled through electronic locks with pass codes for your stay, or door locks that will make your keys available for your stay. If keys will need to be accessed another way, information will be given on what to do.

### **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. 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. No glitter or confetti is to be used or dispersed on the property. Failure to comply will result in extra cleaning fees of at least \$300.00 at a minimum.
4. Close all blinds in all rooms upon departure.
5. The maximum number of occupants shall not exceed 20 people, 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 of non-pet friendly homes.
8. Smoking is not allowed in the unit.
9. Reservations are not made by or for a minor, defined as any person under the age of twenty-five (25).
10. Tenant and any guest of Tenant shall obey all HOA association or condominium association rules at all times while they are on the premises.
11. Tenant and any guest of Tenant shall obey all laws of the state the rental vacation rental property resides in, 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.
12. There shall be no noise that can be heard outside the home between the hours of 10pm - 7am. If noise is an issue, you will get a written warning text message to the number that booked the reservation and/or a phone call. If noise does not stop, you will be fined or possibly evicted immediately.

## **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 20 , 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.**

Violations of our noise rules or maximum number of guests agreed to at the time of booking will result in possible fines or immediate eviction with all loss of all rents. Depending on severity if there is a noise situation we may call and issue a warning or proceed with a \$300 fine. If we cannot reach the guest that booked the property someone will show up to at a minimum issue a \$300 fine and/or evict the entire group immediately. Any delay will result in us involving the authorities and trespassing every person on the property as well as the loss of all rents. Additional fines or damages may be assessed after removal.

## **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 is 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 & PATIO**

Tenant hereby acknowledges that if the premises Tenant has reserved includes a pool, Tenant understands that there is no lifeguard on duty. Tenant and Tenant's guests assume all risk of use of the pool and amenities. The undersigned agrees and acknowledges that the 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 without adequate adult supervision by a strong swimmer. Tenant must immediately report any problems with pool alarm or pool safety fencing. 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 pool and patio 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.

### **HOT TUBS & HEATED POOLS**

Some of our homes have hot tubs and/or heated pools. We make every attempt to ensure that the hot tubs are in service, hot, and ready for your arrival. However, there are times when a hot tub is out of service due to circumstances beyond our control. We do not charge extra for hot tub amenities, and there will be no refund if a hot tub is not in service when you arrive. Likewise, if night-time temps are cold (below 50), it is unlikely that a 'heated pool' will be warm, so please be aware that night-time temperatures directly impact the temperature of the water in the swimming pool. Hot tubs are strictly for use by guests 18 and older, at the users own risk, and must not be used by guests with medical conditions that prohibit their use, or by guests who have been consuming alcohol or other cognitive-altering substances. Irresponsible use of the hot tub (leaving a hot tub uncovered, leaving jets running while not in use, spilling liquids in the hot tub, broken glass, etc) that results in extra hot tub maintenance after your departure will result in a charge of up to \$250 for extra maintenance fees.

### **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**

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

### **TELEPHONES**

Telephones are not provided.

### **CORONAVIRUS/COVID-19 NOTICE AND HEALTH & SAFETY PRECAUTIONS**

COVID-19 is an extremely contagious virus and is believed to spread mainly through person to person contact.

Governmental authorities recommend social distancing and limitations on the congregation of groups of people. It is impossible for the community to continuously disinfect all amenities and furnishings in a manner to totally eradicate the potential spread of COVID-19.

We cannot guarantee that you, your children, family, or guests using a vacation home or any amenities or common areas will not become exposed to COVID-19

while in the home or adjacent areas.

By using these amenities and common areas, you voluntarily assume the risk that you or other members of your party may be exposed to or infected by COVID-19 or other diseases such as the flu and that such exposure or infection may result in a serious medical condition, including personal injury, illness, permanent disability or death.

By using this home or these amenities, you are accepting sole responsibility for such risks and/or occurrences that you or other members of your party may experience or incur as a result of such use and you forever release, waive, relinquish and discharge iTrip, the property manager, the homeowner and all directors, officers, employees, agents or other representatives of the property manager and/or homeowner (the "Representatives") from any and all claims, demands, liabilities, rights, damages, expenses and cause of action of whatever kind or nature, and any other losses of any kind, whether known or unknown, foreseen or unforeseen, as a result of you and your party being a guest at this vacation home. [I further promise not to sue the property manager, the homeowner or any of the Representatives.]

## **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 attorney's 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 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.**