

iTrip Rental Agreement

iTrip North Myrtle Beach / 4020 Hwy 17 South / North Myrtle Beach, SC 29582

Phone: [843-865-6525](tel:843-865-6525) / nmyrtle@itrip.net

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

This Agreement will confirm your rental of North Beach Banyan 412 located at 412 Banyan Place, North Myrtle Beach, SC 29582 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_)
Balance will automatically be charged to your credit card at 7PM EST on the due date if it has not already been paid.

AGREEMENT

iTrip North Myrtle Beach, 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 North Beach Banyan 412 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. By making a reservation, guest agrees to receive messages related to their booking, i.e. early check in confirmation, maintenance information, reporting issues, etc. from iTrip North Myrtle Beach to the provided mobile number. Message & data rates may apply. Reply STOP to cancel. **Please be sure to enter your primary mobile phone number in your iTrip account profile!**

RESERVATIONS

Reservations may be placed up to 330 days in advance, but are subject to the rates in effect for the date said reservations are placed. **There can only be one name on the reservation, and that person ("Tenant" listed above) must be the one who arrives first/picks up the check-in packet from our office in North Myrtle Beach (this does not have to be the same person who pays). We are not able to change the name on the reservation/rental agreement at a later date, so please be sure to make your reservation accordingly.** All times are Eastern Standard Time and currency is USD unless otherwise noted. Check-in instructions will be emailed to you one week prior to your arrival. 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 5:00pm. **If a late check in is granted, renter must return to our check-in office the following day between 11am - 2pm to complete the check-in**

process. This includes the renter showing ID to confirm identity in person and that he/she meets the minimum age requirement. There will be a \$150 charge applied to the credit card on file for each day of the stay that this is not completed. Please note that we are not able to release parking passes, pool cards or wristbands prior to check in.

DEPOSIT

A deposit totaling 25% of the agreed upon total is due with acceptance of rental agreement. Payment of deposit shall be deemed as acceptance of this rental agreement. Payment may be made by major credit or debit card. If funds are not credited within ten days, the booking will be cancelled. The deposit amount is \$ _DepositAmount_. If renter adds services, ie trip insurance, after the deposit has been paid, we will run the card on file for the new charge to keep the renter current on their payments.

BALANCE

Balance is due 30 days prior to arrival date and includes a non-refundable damage deposit. The balance is due on _BalanceDueDate_. Payment will automatically be charged to your credit card by 7:00pm EST on _BalanceDueDate_ unless you have already paid the balance prior to that date. Payment may be made by major credit or debit card. If funds are not credited on the balance due date, the booking will be cancelled. If this happens, all monies paid will be forfeited.

CANCELLATION POLICY

Cancellation requests must be sent via email. If the cancellation occurs at least 30 days prior to the arrival date, all monies will be refunded with the exception of a \$200.00 cancellation fee (if less than \$200.00 has been paid, all monies will be forfeited). If the cancellation occurs 14-29 days prior to arrival, a 50% refund will be given. RESERVATIONS THAT ARE CANCELLED LESS THAN 14 DAYS PRIOR TO ARRIVAL WILL NOT RECEIVE A REFUND (this also includes guests who are "no shows"). No date or property changes to the reservation are permitted within 30 days prior to arrival. The comprehensive trip insurance we offer is HIGHLY recommended. There will be no refund for early departure, even in the event of a mandatory hurricane evacuation, nor will a refund be given in the event of travel restrictions or a travel ban.

GROUPS/EVENTS/AGE RESTRICTIONS

We rent to families and responsible adults only. *We require all guests to be 25 years or older unless they are accompanied by their parent or legal guardian who is over the age of 25.* Reservations made for teenagers or young single groups will not be honored without a parent or legal guardian over the age of 25 staying in the unit at ALL times. We do not rent to house parties and/or groups including, but not limited to, fraternity/sorority, graduation and spring break. Our units are for vacation rental use only and not for special events, i.e. weddings, showers, parties, etc. unless approval is received from management prior to booking. Any violators will be evicted according to South Carolina law with forfeiture of all monies.

HAZARDOUS PRACTICES

No barbeque grills of any kind are permitted on balconies or inside the unit. No open flames, ie. candles, 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.

PETS/ANIMALS

Absolutely no pets are allowed. If evidence of one is found in the unit or on the premises, you will be asked to vacate immediately with no refund of rent or deposit, and you will be charged \$400.

FALSIFIED RESERVATION

Any reservation obtained under false pretense will be subject to forfeiture of all monies.

HOUSEKEEPING

There is no daily towel or maid service. Linens and bath towels equal to double the rental's occupancy are included and are not to be taken from the unit. There is a \$ CleaningFee one time cleaning fee. ***THERE WILL BE A CHARGE FOR ANY DAMAGED TOWELS OR LINENS, so please be mindful of makeup, self tanner, blood, etc. Also, these are NOT to be used for cleaning up spills.*** Additional cleaning fees will be due in the event that cleaning involves the removal of excessive sand, trash or other unusual conditions.

UTILITIES

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

KEYS & UNAPPROVED LATE CHECK-OUT

You will obtain your keys from our check-in office. As applicable, there is a fee for each key, key card, pool key card and wristband not returned at check out. There will be a **\$150 unapproved late check-out fee** incurred if you're 30 minutes late. After an hour, you will be charged the full nightly rate (plus taxes and fees), and the police may be called to start the eviction process. We know this may sound harsh, but unapproved late check-outs have a detrimental impact to our cleaning and maintenance schedules.

North Beach Resort & Villas and Ocean Creek Wristbands: \$10.00 each

Key Cards: \$50.00 each

Hard Keys: \$25.00 each

Barefoot Resort, Cumberland Terrace, and Ocean Creek Pool Key Cards: \$100.00 each

NONSMOKING UNIT

Smoking, including vaping, hookah, cigar and marijuana, is strictly prohibited, including on balconies and patios. You will incur an additional charge of \$500 for carpet cleaning and unit deodorizing if any evidence of smoking is found.

ENTRY BY OWNER/OWNER'S AGENTS

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; or to 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). Pest control personnel must be admitted (refusal is not permitted).

RULES AND REGULATIONS

1. Tenant agrees to leave the premises and its contents in the same neat and tidy condition as Tenant found the premises to be upon move-in (normal wear and tear expected).
2. Tenant agrees to abide by the rules of the Homeowners Association, condominium complex or resort applicable to the property. Violations that result in expense, fines or limitation of the rights of the owner will be charged to the Tenant's credit card.

3. The maximum number of occupants shall not exceed 12 people, not including a child in a crib.
4. Furnishings are not to be removed from the premises for use outside or in other properties. In addition, decorations are not allowed due to the damage they can cause to paint, and glitter/confetti are absolutely prohibited.
5. The "no pets/animals" policy must be observed (they are not allowed on premises).
6. Smoking is not allowed in the unit.
7. Reservations are not made by or for a minor, defined as any person under the age of twenty-five (25). Keys will not be released to persons under age 25.
8. Tenant and any guests of Tenant shall obey all laws of the state of South Carolina, as well as local laws, at all times while they are on the premises. Failure to abide by the laws of South Carolina or the above rules may cause tenant to be asked to vacate the premises and forfeit all rents and security deposits.

SLEEPING CAPACITY/DISTURBANCES

Tenant and all other occupants will be required to vacate the premises and forfeit all monies 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 interfere with neighbors' right to quiet enjoyment of their premises.

HOLD HARMLESS

Neither iTrip nor the Owner assume any liability for loss, damage, illness or injury to persons or their personal property. Neither does iTrip nor the Owner accept any liability for any inconveniences, damage, loss, illness or injury arising from any temporary defects or stoppage in supply of water, gas, cable service, electricity or plumbing, 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 private pool and 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. 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 pool and patio areas. Refunds will not be given if pools or hot tubs are closed for maintenance issues, nor will they be given if pools or hot tubs are closed for the season.

PROPERTY & BUILDING 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, elevator, heating and air conditioning, appliances, televisions, and pools/hot tubs. Outages should be reported immediately and all efforts will be made to have them restored as soon as possible. If you paid to have pool heat and there are issues, we will refund days that the pool was not heated.

Repairs and maintenance to buildings are conducted by the Homeowners Association and their property manager. These processes may involve noise and inconvenience. If we are advised in advance of your arrival that any significant work will be under way, we will advise you. However, in most cases, we are not advised before the work is to begin. Most of this work is conducted in the off-season, between October 1 and April 1, unless required due to an emergency. Refunds will not be made for noise and inconvenience caused by building maintenance.

LINENS/TOWELS/SUPPLIES

The cleaning fee includes sheets, pillowcases, kitchen and bath towels (equal to double the occupancy of the rental). Any lost or damaged linens will be charged to the card on file. An initial setup of trash liners, paper products and soap are provided. Extra items needed are the responsibility of the Tenant. We recommend that you bring any special items that you may need.

PARKING

Parking passes equal to the number of bedrooms in the property will be issued in your check-in packet. The exception to this is Ambassador Villas (4 parking passes) and Ocean Marsh (2 parking passes). No golf carts (unless the description mentions otherwise), motorcycles, boats, trailers or RVs allowed. Street parking is not allowed at Barefoot Resort. In addition, there is a \$50 charge if the parking passes at Ocean Marsh are not returned.

TELEPHONES, INTERNET ACCESS, TELEVISION CONNECTIONS

Telephones are not provided in units, so we recommend that you bring your cell phone. Wi-Fi internet access is provided free of charge in all units. We will provide the internet access information, but we cannot guarantee the ability of your devices to access the connections. No refund will be paid for Wi-Fi internet access or cable TV problems.

If you change connections on the back of television sets in order to connect video games or other devices, please return the connections to their original state before you check out.

Remember that you are renting a private home, so please treat it with the same respect you would like shown in your own home.

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

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, in accordance with South Carolina law.

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.