

iTrip Rental Agreement

Vacation Rental Agreement

WHISTLER PRIME VACATION PROPERTIES
4314 Main Street, Whistler BC VON 1B4

Phone: 1-888-747-6872 or email bob@itrip.net

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

All Fees Listed are in Canadian Dollars

This Agreement will confirm your rental of Town Plaza Eagle Lodge 234 corner unit with views, free parking 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

Whistler iTrip Vacation Properties (WPVP), 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 vacation property listed above 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 will be required to vacate the premises immediately without the possibility of a refund. Premises keys will not be issued to anyone who is not an adult.

RESERVATIONS

Reservations may be placed up to two (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 CAD unless otherwise noted. While every effort will be made to have the property available for check in at 4pm CheckinTime, during high season, a cleaning crew may require additional cleaning time and check in may be delayed up to 6:00 pm.

RESERVATION 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 major credit card service offered by WPVP at time of reservation. We accept VISA or MASTERCARD.

DAMAGE DEPOSIT

The minimum amount of the damage deposit is \$500 and may be increased at management's discretion. The home will be inspected within 24 hours of departure. The damage deposit is taken at time of key pick up from our central reservations front desk in Whistler. This will be a credit pre-auth hold on your card, then the hold is released upon 10 days of your departure.

BALANCE PAYMENT

The remaining balance is due 30 days prior to your arrival date. You will get an email reminder with a link to pay online, however you can pay earlier if you so wish by logging onto your reservation at itrip.net and using your email address as the log in name.

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. **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. If reservations are made within the 30-day window then no cancellations will be honored. Some exceptions will be considered. **NOTE: When booking on Airbnb or VRBO the cancellation policies are reverted to the ones posted on those specific booking sites**

HAZARDOUS PRACTICES

Barbeque grills may only be used if provided by the Owner and must be used in the location provided only. No open flames (i.e., candle burning) are permitted on balconies or in the property). Do not dismantle smoke detectors as they are there for your protection. Please consider opening the sliding door when cooking to avoid accidental, activation of smoke detector alarm.

PETS

In most of our properties, pets are not permitted. Small dogs may be considered based on the advertised policy of the individual property. Type of pet, number of pets, and a description and photo of pet(s) must be provided prior to rental agreement signing by Manager. Additional cleaning fees and security deposits will be included. For homes where pets are not permitted, if evidence of a pet(s) is found in the property 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 property 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 in with forfeiture of all monies. All tenants are advised that all local ordinances regarding number of occupants permitted during overnight and daytime periods, noise, parking, animals and behavior will be strictly enforced. Any violations resulting in WPVP, its representatives or local law enforcement agencies having to respond to complaints will result in immediate eviction from the property and forfeiture of all monies. In addition, renters will be subject to any citations or fines issued by local authorities.

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 are not to be taken from the property. An initial setup of trash liners, toilet paper, paper

towels, and soap is provided. If professional carpet cleanings are needed to clean excessively dirty carpets, damage deposit will be impacted. House keeping is arranged at the end of your stay however additional cleaning fees will be due in the event that excessive cleaning is required.

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. Telephone service, if provided, is limited to the usage identified within the individual property.

KEYS and Check In instructions:

For Whistler Village properties :Keys will be picked up at Whistler Reception Services located at 4314 Main Street in Whistler (across from the Library next door to the Engols & Volkens Realty office). Phone number for my front desk is [604-966-0999](tel:604-966-0999). Please bring your reservation information to the front desk along with your ID and our staff will provide you with your key(s) and other pertinent information you may require during your vacation. Lost keys are a \$100 charge per key. Lost key fobs, garage door openers, and any other special keys or openers will be charged additional fees based upon current rates.

For Creekside properties: You will receive an email with SELF CHECK in codes and instructions on the day of your arrival.

For Glacier Lodge properties : You will check in directly at the lodge

NONSMOKING

Smoking is strictly prohibited inside. 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 WPVP 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 . 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.
2. LEAVE Beds that are used UN-MADE, and place USED towels in a pile in each bathroom for housekeeping.
3. All dishes are to be washed and all garbage removed from the premises and placed in outside receptacles.
4. Close all blinds in all rooms.
5. The maximum number of overnight occupants shall not exceed the number of bedrooms times two or the advertised capacity of the property, 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. If pet(s) are approved, each property has it's own policy on pets. Tenant must clean up after pet(s).
8. Smoking is not allowed inside of the property or on patios.
9. Reservations are not made by or for a minor, defined as any person under the age of twenty-five (25).
10. All keys are to be returned upon move-out by Tenant. There will be a \$100.00 charge per key if not returned during checkout. Lost key fobs, garage door openers, and any other special keys or openers will be charged additional fees based upon current rates.
11. Tenant and any guest of Tenant shall obey all laws, local City ordinances and by-laws, as well as all Homeowner Association (HOA) Rules and Regulations, at all times while they are on the premises. No firearms or illegal substances are allowed on the property. Failure to abide by the laws 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 advertised for the property or two times the number of bedrooms, using the premises for any illegal activity, causing damage to the premises rented or to any of the neighboring properties, loud music heard outside of the property, excessive party activities or number of parked vehicles and any other acts which interferes with neighbors' right to quiet enjoyment of their premises.

HOLD HARMLESS

WPVP, iTrip or the Owner, do 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 pool, tennis courts, exercise room and other common areas and the undersigned agrees and acknowledges that the community pool, patio/deck, tennis courts and exercise rooms 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 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 specific to each property. No boats, jet skis, trailers or RVs. Garage, covered or reserved parking allocations are subject to the property description.

CHECKOUT PROCEDURES

Check out time is no later than 10 am the day you are scheduled to leave. We must be able to enter the home at that time.

Make sure all doors and windows are shut and locked. We will not be liable or responsible for personal items left behind, lost or stolen. If you leave an item behind after checking out and wish to have it returned, call us as soon as possible and we will arrange for shipment. We will inform you of the shipping cost and , subject to your approval, will deduct it from your deposit refund to cover the expense or make other arrangement for payment if the deposit has already been refunded.

APPLICABLE LAW

The Rental Agreement shall be construed in accordance with and governed by the laws of the British Columbia.

DISCLAIMER/LIMITATION OR LIABILITY

The premises, all fixtures thereon, and all property on or around the premises is provided "as is" without any warranties of any kind. Neither iTrip, WPVP nor the Owner shall be responsible for any direct, indirect, consequential, or incidental damages arising out of or relating to this Rental Agreement. The use of premises is "at your own risk."

ADDITIONAL TERMS AND CONDITIONS

The undersigned Tenant, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges iTrip, Owner and WPVP 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. If any term, covenant or condition of the Rental Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Rental Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of the Rental Agreement shall be valid and be enforced to the fullest extent of the law.

The Tenant Acknowledges and Agrees:

1. Occupancy of this home is for residential use only. Occupancy for parties, hospitality use, commercial use, special events such as weddings or any other use of a disruptive nature are prohibited by the owner and, where applicable, the Homeowners' Association.
2. Occupancy of this home is limited to the maximum number provided in the property listing.
3. To park vehicles in designated areas only.
4. To turn off lights and adjust heating / air conditioning to minimize utility usage and to turn off pool / spa heaters and jets when not in use.
5. Smoking is not permitted in the house or on patios or common areas.
6. Pets are only permitted in "pet friendly units" and require prior management approval.
7. To allow for Owner's Agents to enter the home for inspection purposes related to the enforcement of this Agreement.

Please remember that you are renting a private home. Please treat it with the same respect you would like shown in your own home.

We are looking forward to hosting you during your vacation in beautiful Whistler British Columbia!

IN WITNESS WHEREOF the parties have signed this Agreement effective the date first written above, or upon the termination of any prior and currently in effect rental agreement(s), if any, relating to the Property, whichever is later.

iTrip _iTrip Whistler Vacation Properties Ltd / 4573 Chateau Blvd / Whistler, BC V0N 1B4

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