

# iTrip Rental Agreement

iTrip Mesa / 1351 W Obispo Ave / Mesa, AZ 85202

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

This Agreement will confirm your rental of Poolside Resort Condo | 29 Nights w/ Midstay Touchup | Near Boeing, Salt River Tubing, Hiking, Golf 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

iTrip Mesa, 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 Poolside Resort Condo | 29 Nights w/ Midstay Touchup | Near Boeing, Salt River Tubing, Hiking, Golf 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.

## 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 Arizona Time and currency is USD unless otherwise noted. While every effort will be made to have the unit available for check in at \_CheckinTime\_, 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 will be made by major credit card. Personal checks will not be accepted. The deposit amount is \$ \_DepositAmount\_.

## **BALANCE**

Balance is due 30 days prior to arrival date. The balance is due on `_BalanceDueDate_`. Payment will be made by major credit card. Personal checks will not be accepted.

## **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. **GUESTS THAT DO NOT CANCEL WITHIN THE 30-DAY TIMEFRAME WILL BE CHARGED THE FULL AMOUNT.** There will be no refund for early departure. Vacation/Travel Insurance is recommended.

## **HAZARDOUS PRACTICES**

No barbeque grills of any kind are permitted on balconies or in the unit. No open flames (eg. 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.

## **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 monies paid.

## **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 required to vacate the property with forfeiture of all monies.

## **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, toilet paper, paper towels, and

soap is provided. There is a \$\_CleaningFee\_ one time cleaning fee. Additional cleaning fees will be due if the property is not left in substantially the same condition as it was found, neat and tidy.

## **UTILITIES**

No compensation will be given for temporary outages of electricity, gas, water, cable, or internet service. Landline telephone service and telephones are not provided. Outages will be reported immediately and all efforts will be made to have them restored as soon as possible.

## **KEYS**

Keyless door locks are utilized at the property. A door code will be sent to you as part of your check-in instructions. The door code will expire shortly after \_CheckoutTime\_, so please make sure to be mindful of the time.

## **MAIL**

Using the property address as a mailing address is strictly prohibited. Any tenant that needs to receive mail while staying at the property will obtain a private mailbox elsewhere to receive their mail. Violating this rule is grounds for eviction with all monies paid forfeited.

## **NONSMOKING UNIT**

Smoking/vaping is strictly prohibited. An additional fee will be charged for carpet cleaning and deodorizing if any evidence of smoking is found.

## **ENTRY BY OWNER**

Owner or Agent of Owner 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 or Agent of Owner will provide renter with at least 24 hours notice of Owner's or Agent of Owner's 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 check-in, normal wear and tear expected. Beds should be left unmade if used and all used towels should be placed in a pile on the bathroom floor for housekeeping.
2. All dishes are to be washed and all garbage removed from the premises and placed in outside receptacles.
3. Close all blinds in all rooms.
4. The maximum number of occupants shall not exceed 6 people, which also includes infants.
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 on premises.

7. Smoking/vaping is not allowed in the home/unit or on the property.
8. Reservations are not made by or for a minor, defined as any person under the age of twenty-five (25).
9. Tenant and any guest of Tenant shall obey all laws of the state of Arizona, as well as local laws, at all times while they are on the premises. Failure to abide by all laws or the above rules may cause tenant to be asked to vacate the premises and forfeit all monies paid.

## **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 6 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**

The Owner and Agent of Owner do not assume any liability for loss, damage or injury to persons or their personal property. Neither does owner or agent of 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 their control.

## **POOL & PATIO**

Tenant hereby acknowledges that the premises they have reserved may include access to a community pool/hot tub and/or a private pool/hot tub, and the undersigned agrees and acknowledges that the community and/or private pool/hot tub 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 and/or private pool/hot tub and patio/deck areas.

## **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, heating and air conditioning, appliances, televisions, and stereos.

## **LINENS/TOWELS/SUPPLIES**

All linens and towels are provided. Any lost or damaged linens or towels will be charged to you. An initial supply of paper products (toilet paper, paper towels, tissues), hotel sized shower amenities (shampoo, conditioner, lotion, and bar soap), hand soap, dish soap, laundry pods, and dishwasher pods are 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.

## 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 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 \$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 and Agent of 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 and Agent of 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 and Agent of 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" the "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: cable, satellite TV, or internet charges, and 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.**