

iTrip Rental Agreement

iTrip 5 Star Luxury Vacation Rentals / 75211 La Sierra Dr. / Palm Desert, CA 92211

Phone: / Fax: (866) 306-0519 / laquinta@itrip.net

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

This Agreement will confirm your rental of "Indian Palms Retreat!-Near Music Festival/Golf, Saltwater Pool & Spa, Gas Fireplace- 2BD#21-00024685" at 49605 Beatty St, Indio, CA 92201 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

5 Star Luxury Vacation Rentals, 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 Indian Palms Retreat!-Near Music Festival/Golf, Saltwater Pool & Spa, Gas Fireplace- 2BD#21-00024685 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 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. Reservations will be held for seven (7) days. If signed rental agreement and payment are not received within a seven (7) day period from the date of the Tenant's signature, the reservation will be canceled.

DEPOSIT

A deposit totaling 35% of the agreed-upon Total Amount is due upon the acceptance of rental agreement. The payment of the deposit shall be deemed as acceptance of this rental agreement. Payment is made by a major credit card. The deposit amount is \$ _DepositAmount_.

BALANCE

Balance is due 60 days prior to arrival date. The balance is due on BalanceDueDate. Payment is made with a major credit card. Personal checks will not be accepted. If there is a security deposit, it will be refunded within 5 -10 days of checkout, pending inspection by the cleaning firm.

VRBO and iTRIP LA QUINTA'S: CANCELLATION POLICY

(As of 1/2/24) If you must cancel your reservation, it must be in writing and sent to our Reservations Email: laquinta@iTrip.net or via VRBO. Please be aware that cancellations must occur at least 60 days before the arrival date. Travelers who cancel at least 60 days before check-in will get back 100% of the amount they have paid. If they cancel between 30 and 60 days before check-in, they will get back 50%. 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. No cancellations will be honored if reservations are made within the 30-day window. Vacation Insurance is recommended.

WAIVER: 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. Transmission through surfaces is also possible. 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 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.] All persons must abide by The Centers for Disease Control recommendations and the following rules:- No more than 10 people may congregate together at any time.

- Social distancing must be observed, including maintaining a distance of at least 6 feet from other people.
- Use common-sense precautions to minimize your own physical contact with surfaces that may have been touched by others.
- Please wipe down any high-touch surfaces prior to use and clean after use if possible. If you are experiencing any of the known symptoms of COVID-19, or if within the past 14 days you have come into contact with anyone suspected of infection or who is experiencing such symptoms, then you should immediately cease using all recreational amenities and common areas at the home and take steps as recommended by the CDC for minimizing the exposure of other persons to possible contagion.

HAZARDOUS PRACTICES

No barbeque grills of any kind are permitted in the unit. No open flames i.e. Candle burning is permitted on balconies, patios, 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, unless prior approval at time of booking. 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 Statute 508.141 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. We agree that the pictures and descriptions represented in the advertised listing received at time of quote sent to potential guest are what will be received upon arrival.

HOUSEKEEPING

There is no daily maid service. Linens and towels are included and not to be taken from the unit, except for use at the pool and or spa. 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 dirt or stains to the carpet.

UTILITIES

No compensation will be given for a 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.

POOL HEAT

For homes with private pools and spas, the costs for heating the pool and spa from October 15th – April 15th will be the responsibility of the tenant. The costs will be charged at the rate of \$2.60/Therm (as of 01/31/2023) (This is the actual charge from Southern California Edison Gas). At time of check-in and time of checkout, a date stamped picture will be taken of the home's gas meter the picture will be sent to the tenant via email or text. A gas allowance of \$7.00/night for homes 2500 sq. ft. or less and \$10.00/night for homes over 2500 sq. ft. The gas usage charge will be deducted from the security deposit or debited from the credit card used at time of booking. (100 ccf of natural gas = 1 Therm). Homes that use propane to heat the pool will be charged a flat amount based on pool size and will be given the choice to agree to the nightly amount or choose not to heat the pool.

For a property with propane pool/spa the cost is \$85/night.

All Poo/spl heat usage will be remotely monitored.

AIR CONDITIONING IN WARMER MONTHS

(Mid April-End October) if the A/C is set at 76 Degrees Fahrenheit or cooler, and the system freezes, you are financially responsible for any A/C maintenance calls to repair the frozen A/C equipment. All the systems in every property are properly and regularly maintained and serviced by licensed/certified professionals.

ENTRY

There is a contactless entry. Tenant will be given a code specific to their stay prior to arrival. In some cases, there will be a lock-box code or similar. All keys and electronic door and/or gate openers are to be returned upon move-out by the Tenant. There will be a \$10.00 charge per key if not returned within 2 weeks of the check-out date. There will be \$100.00 charge for any electronic door and/or gate openers that are not returned within 2 weeks of the check-out date.

NONSMOKING

Smoking is strictly prohibited. You will incur additional charges for carpet cleaning and deodorizing if any evidence of smoking is found. If the owner requests no-smoking both inside and outside on their property (which will be posted on-premise) and evidence is found, like cigarette and/or cigar butts, the tenant will be responsible for charges and/or there can be an additional charge for this which will be charged to the tenant's card on file.

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 tenant 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. Close all blinds in all rooms.
4. The maximum number of occupants shall not exceed the property's posted maximum sleeping occupancy unless approved prior to rental by Five Star Desert Vacation Rental, not including a child in a crib.
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. If pets are found to have been in the home, all damage deposit will be forfeited or there will be an additional cleaning charge assessed. (Exception is only allowed if home has been listed with pet approval).
7. Smoking is not allowed in the unit. If smoking has been found to have been inside the home, all damage deposit will be forfeited or a smoke mitigation damage charge will be assessed.
8. Reservations are not made by or for a minor, defined as any person under the age of twenty-five (25).
9. All keys and electronic door and/or gate openers are to be returned upon move-out by Tenant. There will be a \$10.00 charge per key if not returned within 2 weeks of check-out date. There will be \$100.00 charge for any electronic door and/or gate openers that are not returned within 2 weeks of check-out date.
10. For homes with pools, with wireless controls for pool and or spa, they have been pre-programmed to come on and off at certain set times. If for any reason, it is found that the Tenant changed the program settings, during their stay, the entire damage deposit will be forfeited.
11. Tenant and any guest of Tenant shall obey all laws of the state of California, as well as local laws, HOA rules, and regulations 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/ILLEGAL ACTIVITY

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 the property unless prior approval has been accepted by Five Star Desert Vacation Rentals. 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.

NOISE AND DISTURBANCE COMPLAINTS

As the property you are renting comes under the jurisdiction of the City of La Quinta, Indian Wells and/or Indio, with strict city ordinances regarding noise and/or disturbances, the Tenant is hereby notified that if noise and/or disturbance complaint is brought to the attention of Five Star Desert Vacation Rental, the Tenant will be subject to forfeiture of all rents and the entire damage deposit, and may be evicted from said property, immediately. If police are summoned, then all

finer, in addition to damage deposit will be paid by the Tenant. In addition, if adjacent neighbors complain of trash being thrown or deposited on their property, the entire damage deposit will be forfeited.

DAMAGE CAUSED BY TENANT

Any damage to property and/or furnishings will be itemized and cost for replacement and/or repair will be deducted from security deposit. If damage to property and/or furnishings exceeds the cost to replace and/or repair, the Tenant agrees to have any additional costs, over and above security deposit or limited damage waiver, to be deducted from Tenant's credit card.

HOLD HARMLESS

Neither Owner nor iTrip shall be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees. The undersigned Tenant, for themselves and their heirs, successors and assigns, and on behalf of any guests utilizing the property, hereby fully and unconditionally release and forever discharge Owner and iTrip from any and all claims, demands, damages, liabilities, charges, actions, losses, causes of action, costs, expenses, compensation, and suits of any kind, in connection with the occupancy or use of the property. This release is intended to be as complete and comprehensive as the law permits, and to be comprehensive and universal with respect to all claims related to the use of the property by Tenant or its guests. Additionally, Tenant shall indemnify, defend and hold Owner and iTrip harmless against and from any liability and claims of any kind for loss or damage to property of Tenant or any other person, or for any injury to or death of any person, arising out of Tenant's use and occupancy of the 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 AND BICYCLES

If the property has a community or private pool or spa, Tenant acknowledges that use of the pool or spa involves certain risks, including but not limited to: (1) the risk of injury or death resulting from a possible malfunction of the pool equipment; (2) the risk of injuries or death resulting from unsupervised divers and swimmers; and (3) the risk of other injuries or death resulting from participating in any action in the pool. Tenant specifically assumes all liability related to the use of the pool or spa, and specifically holds Owner and iTrip harmless from any such liability. Parental supervision is required for all children under the age of 12 for any use of a pool or spa. Tenant also acknowledges that all young children must be watched while on the pool deck to avoid unintentional falls.

If bicycles are provided by the Owner for use by Tenant, then Tenant agrees and acknowledges that riding bicycles can be dangerous, if not careful or used in a careless fashion, and are used at Tenant's own risk and assumes all liability of any injury when riding any bicycle provided by the owner.

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

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

At the premises is limited to two cars (unless otherwise noted in property description). No boats, jet skis, trailers, oversized vehicles, ATVs or RVs.

CITATIONS

Any citations issued for disturbance, noise, by the city or HOA for violations of any kind, including moving or parking and trash citation issued by the HOA within a gated community to the renter or their guests, the tenant will be notified and payment for said citation'(s) will be deducted from damage deposit or debited from their credit card that was used at time of booking.

TELEPHONES

May or may not be provided, depending on property rented.

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 \$2,200.00 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 \$2,200.00 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:** \$88.00 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 \$2,200.00 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

Neither Owner nor iTrip shall be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees. The undersigned Tenant, for themselves and their heirs, successors and assigns, and on behalf of any guests utilizing the property, hereby fully and unconditionally release and forever discharge Owner and iTrip from any and all claims, demands, damages, liabilities, charges, actions, losses, causes of action, costs, expenses, compensation, and suits of any kind, in connection with the occupancy or use of the property. This release is intended to be as complete and comprehensive as the law permits, and to be comprehensive and universal with respect to all claims related to the use of the property by Tenant or its guests. Additionally, Tenant shall indemnify, defend and hold Owner and iTrip harmless against and from any liability and claims of any kind for loss or damage to property of Tenant or any other person, or for any injury to or death of any person, arising out of Tenant's use and occupancy of the property. Owner reserves the right to terminate this Agreement upon their discretion at any time.

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