

iTrip Transient Rental Agreement (15-2&15-3)

iTrip Sarasota & Venice / 5774 S Tamiami Trail / Sarasota, FL 34231

Phone: / Fax: (941) 225-2624 / siestakey@itrip.net

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

This Agreement will confirm your rental of Walk to Beach, Walk to Village shops, Heated Pool, WiFi/Cable, Barbecue Station, Parking, Patio, W/D 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 Sarasota & Venice, 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 Walk to Beach, Walk to Village shops, Heated Pool, WiFi/Cable, Barbecue Station, Parking, Patio, W/D 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.

By signing this agreement you agree that your rental is transient in nature and does not provide you with tenant rights. Leases 6 months or less are considered 'Transient Rentals' and fall under the Florida Division of Hotels. Transient accommodations or "short term rentals" are also subject to Florida Sales and county tourist development taxes which are added as a part of your total payment.

RESERVATIONS

may be placed up to eighteen months (18) 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 cancelled.

Your reservation is for 5247 Calle Menorca, Siesta Key, FL 34242.

HOMEOWNER'S ASSOCIATION APPLICATION

Please note that this complex requires a separate application by the homeowner's or condo association for approval. SBV is contracted by the Owner to rent their unit/home, but Owners and Renters are also required to follow HOA (Homeowner Association) rules. Guests should fill out any application forms in a timely manner for approval. Forms will be provided in advance by request or provided as soon as a booking is made. All efforts will be made by SBV for timely submission of any associated application fees so that approval can be given as soon as possible. Most HOA's with application's request your name, address, occupation, your social security number (if you have one), and a copy of either your driver's license or passport. This is to perform a background check on tenants for the safety of their owners and other residents and will enable you to be authorized to use of the communal facilities. Personal information can be provided to the HOA directly by the Renter to control access of this information. We believe that following the HOA rules for application now will enable your stay to be hassle-free. Should approval not be received in time, or for any reason, denied, SBV will cancel your contract, refund your monies and work with you to find alternate accomodations. Licensed HOA's CAM's (Certified Association Managers) follow the FCRA (Fair Credit Reporting Act) and other federal guidelines for renter approval. Please call or email with any specific question regarding the form, process and/or timeline. Board changes to HOA rules are outside the control of SBV and the homeowner and all units in a complex are subject to the same rules. Renters agree that they will carry \$500,000 liability insurance covering the rental which can be their homeowner's policy or a separately purchased rental insurance coverage. Proof of this insurance will be required.

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. Personal checks will be accepted upon approval; if funds are not credited within Ten days booking will be cancelled. The deposit amount is \$_DepositAmount_. If a reservation is made within 30 days of arrival, the entire amount is due to secure your reservation

BALANCE

Balance is due 60 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. Personal checks will be accepted upon approval; if funds are not credited within seven days booking will be cancelled; if this happens, deposits will be refunded less a \$100.00 administrative fee. Damage deposit will be refunded by check within 7 -10 days of checkout pending inspection.

CANCELLATION POLICY

In the event that you must cancel your reservation, please be aware that there are financial consequences for cancelled reservations. If your reservation includes dates of stay between January 1 and April 15, then your reservation is considered 'high season'. If your reservation does not include dates of stay between January 1 and April 15, then your reservation is considered 'low season'.

For **High Season reservation cancellations**, cancellation requests must be received at least 60 days in advance of your stay for full refund minus a cancellation fee. The cancellation fee is \$1,000 or 3.5% of the deposit made, whichever is greater. GUESTS WHO CANCEL WITHIN A 60-DAY TIME FRAME WILL FORFEIT ALL PAYMENTS MADE.

For **Low Season reservation cancellations**, cancellation must be received at least 30 days in advance of your stay for a full refund minus a cancellation fee. The cancellation fee is \$1,000 or 3.5% of the deposit made, whichever is greater. GUESTS WHO CANCEL WITHIN A 30-DAY TIME FRAME WILL FORFEIT ALL PAYMENTS MADE.

If a Deposit is paid and the balance due is not paid within 10 days of the due date, your reservation will be cancelled, your deposit will be forfeited and we reserve the right to collect the balance due.

Refunds will be issued only by check.

A reservation made within 30 days of check-in is non-refundable regardless if it was made during "high" or "low" season.

There will be no refund for early departure unless authorities enacts a mandatory hurricane evacuation for the location of your reserved property covering dates of your stay. Vacation Insurance is recommended.

Please note that if your HOA application has been submitted prior to your cancelation, the HOA application fee will not be refunded. If you cancel prior to your application being submitted, we will refund your HOA application fee.

Repairs, maintenance and renovations to buildings that are conducted by the Homeowners Associations and by other private owners are out of our control. These processes may involve noise and inconvenience during daylight hours. 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 or how long it will last. Most work in condo buildings is conducted in the off-season, between May 1 and Dec 1, unless required due to an emergency. Refunds will not be made for noise and/or inconvenience caused by building repairs, maintenance and/or renovation work that we do not control.

CREDIT CARDS

When paying with a credit card, you will need to email, fax or text a clear copy of a government issued ID (valid drivers license or passport) and a copy of your credit card front and back for bookings made requesting check-in in 7 days or less.

HAZARDOUS PRACTICES

No barbeque grills of any kind are permitted on balconies or in the unit. No open flames ie. Candle burning is NOT 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 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 Florida 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.

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, bathroom paper, soap is provided. There is a \$ _CleaningFee_ one time cleaning fee.

An additional cleaning fee will be due in the event that extra cleaning time is needed because the unit was not left in the same condition minus normal usage requiring our standard cleaning, stains were made on furniture or linens, or if failure to follow the check-out instructions results in extra cleaning time. This fee will be in proportion to the actual extra time needed.

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. Please note that you may want to bring a mobile phone for placing long distance phone calls, as the unit telephone is restricted to local calls.

KEYS

Check-in instructions will be emailed to you approximately one (1) week prior to arrival.

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. Close all shutters in all rooms.
4. The maximum number of occupants shall not exceed 20 people, 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.
7. Smoking is not allowed in the unit.
8. Reservations are not made by or for a minor, defined as any person under the age of twenty-five (25).
9. All keys 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 and a \$50 charge per electronic key fob.
10. Tenant and any guest of Tenant shall obey all laws of the state of Florida, as well as local laws, at all times while they are on the premises. Failure to abide

- by the laws of Florida or the above rules may cause tenant to be asked to vacate the premises and forfeit all rents and security/damage deposits.
11. Tenant and any guest of Tenant shall obey any HOA regulations including hours for use of community facilities, noise regulations and parking requirements. The HOA may act on behalf of the owner to enforce any requirements per the HOA documents.
 12. This property is located on the 15th floor and any dropped or blown object can cause bodily harm to individuals or property located below. **Tenant agrees that nothing, including handheld beverages, shall be placed on the balcony railings at any time.**
 13. Also, Tenant understands that the balcony is located on the 15th floor. Small children and any individual who may make unsafe decisions (including those under the influence of alcohol or other substances) shall be kept off of the balconies. It is possible for a small child to climb up a chair and fall from the balcony with serious bodily harm and/or death. It is incumbent on the Tenant to protect occupants and any Guests from harm.

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 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. No parties are allowed in this property, and any action which interferes with neighbors' right to quiet enjoyment of their premises can subject you to eviction.

HOLD HARMLESS

iTrip or the Owner, does 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.

Tenant agrees to indemnify, defend, and hold the Owner and iTrip Sarasota & Venice, its landlord, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises and any items and/or equipment found on the premises, including but not limited to bicycles.

POOL & PATIO

Tenant hereby acknowledges that the premises they have reserved includes a community pool and the undersigned agrees and acknowledges that the community 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 community pool and patio areas. Lifeguards are not on duty and all swimming is at your own risk.

No jumping or diving into the pool. Tenant and guests must follow all posted rules.

POOL HEAT IF APPLICABLE

This property offers gas heater service optional for an additional charge located in the property description. The temperature of swimming pools varies and highly depends on the current day and night temperatures and wind. Therefore, we cannot guarantee a particular pool temperature during the time of your stay. The optional pool heater service must be ordered and paid before our service personnel can turn it on. We suggest ordering pool heat a day before you want it. We will do our best to try to accommodate any late order AND the pool may take time to heat.

A pool may take several days to heat up and depends on the ambient temperature, water temperature, wind, rain and size of the pool. During or after periods of cold weather (esp. winter cold front) it may take longer or not really heat up until air gets warmer.

Pools consist of thousands of gallons of water. No commercially available pool heater can heat that much water instantly. Please plan ahead and also understand that pool heaters have limits on capability.

Fees:

- Minimum charge for pool heat is one week.

Disclaimer: No specific pool temperature is guaranteed by this service. We set pool heat between 84 and 86 degrees. During and after winter cold fronts, the heater may struggle or be unable to keep the water at the same temperature until the weather gets warmer. You pay for gas for the pool heater for a minimum of 8 hours to a maximum of 10 hours per day. The pool heater will be off during the night.

Without optional pool heat, pool water temperatures may plummet in December to March, especially during cold periods. The pool heater will help warm up the pool faster when it gets warmer outside, however you should not expect "bathtub temperatures" during or after Florida winter cold fronts.

Disclaimer: We reserve the right to make pool heat unavailable at any time for maintenance or repairs. In case of a technical malfunction, we will refund the pool heat charge for the time the heat service was not available to you. No further credit will be given if pool equipment fails or is unavailable for any reason.

We do not guarantee any specific temperature with pool heat service and no refunds can be provided.

Understanding pool heat:

The pool heater and circulation pump are usually running during daytime hours. Both are typically off at night. No water circulation or a red light at the equipment does NOT indicate any malfunction when the pump is off. Residential pool heaters are NOT run 24/7. Disclaimer: It is your responsibility to keep water level at the correct height between pool service visits. If water level gets too low (due to evaporation between pool service visits) the pool heater will NOT work. During times of low precipitation or when the pool water is heated and higher than ambient temperature, evaporation may lower the water level to a degree where the circulation pump is sucking air. The correct water level is for the water to be halfway up the skimmer inlet (the open square box). Fill with the provided garden hose. Insufficient water levels can damage the pool heater and the pool filter and may cause both to stop working. You can easily notice the noise change for a pool that does not contain sufficient water. The pool heat cannot be set higher than that maximum temperature (86°F) in order to keep chemicals balanced. If you want a "hot" pool use the SPA, as these smaller pieces are equipped for higher temperatures. Swimming pools are NOT intended for higher temperatures. Setting a pool to a higher temperature would trigger additional maintenance (bi-weekly pool service, increase in chemicals usage, increase in electricity) which are NOT included in the pool heat fee.

IT IS VERY IMPORTANT THAT YOU NOT TOUCH ANY OF THE POOL EQUIPMENT. ONLY THE POOL GUY IS ALLOWED TO TOUCH THIS!

Combined a spa/pool:

If you would like to use the spa you will need to order pool heat otherwise, the spa won't heat up. During usage of the spa, the pool will not be heated. Switching between the pool/spa will trigger a protection pause for the heat pump. So using the spa will practically prevent the pool from being heated during that time. Since there is a pool automation system installed the temperature reading on the heat pump itself will not be accurate.

DISCLAIMER: Malfunction of the spa happens from time to time. Optional pool heat service is intended for pool heating, spa heating is just an additional benefit when purchasing pool heat. The spa will NOT be heated if pool heater service is not activated. Malfunction of Spa (Jets, blower etc) does not entitle for a refund. For optional pool heater service as long as pool heater was working and available to heat the swimming pool.

Discounts:

Pool heat is a charge for gas usage and depreciation on the pool heater. Therefore, we cannot provide any discount or reductions on pricing for pool heat.

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 pests.

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 one car. Each unit has an assigned number space. No boats, jet skis, trailers or RVs. Please register your vehicle at the complex office within one (1) day of arrival.

TELEPHONES & WIFI

The telephone in the unit is to be used for local calls only.

Please note that the complimentary WiFi is included as a part of the complex but the bandwidth may not accomodate streaming movies, video games or watching TV over the internet. Cable TV is also provided in addition to WiFi. Please limit WiFi use for casual internet browsing and email access.

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 limited to BBQ Grills, Candles, Cigarettes, etc.
 - Damage to any mattress caused by removal of the mattress cover.
- 3. Definitions:**
 - "Covered Damage": All damages to property of the unit's owner, up to \$2,475.00 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 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:** \$99.00 for your covered stay.

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 be 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.

PROPERTY DETAILS:

We have provided pictures and a description of the unit along with a video walkthrough showing room layout at the time you made your reservation.

ADDITIONAL TERMS AND CONDITIONS

The undersigned Tenant, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Owner and Owner's agent 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 Owner's agent 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/SBV reserves the right to terminate this Agreement upon their discretion at any time.

In the event the Owner and/or iTrip Sarasota & Venice, its landlord, officers, employees and/or agents, are required to file any action in court in order to enforce any provisions of the agreement, Tenant agrees to pay the Owner and/or iTrip Sarasota & Venice, its officers, landlord, employees, and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by the Owner and/or iTrip Sarasota & Venice, including all collection expenses and interest due.

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.