

# iTrip Rental Agreement

iTrip Austin / Austin / Austin, TX 78739

Phone: / Fax: / austin@itrip.net

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

This Agreement will confirm your rental of Luxury home with private boat dock, huge yard by the water, Sand Volleyball, Hot Tub, Lake views! 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 Austin, 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 Luxury home with private boat dock, huge yard by the water, Sand Volleyball, Hot Tub, Lake views! during the reserved dates only, this is a transient rental, and the tenant has not tenant rights, beyond the specified reservation dates. In addition to Tenant, other authorized occupants may be family members or friends of Tenant, provided names of guests have been provided prior to date of check-in. 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.

may be placed up to two (2) years 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.

## DEPOSIT

A deposit totaling 35% of the agreed upon Total Amount is due with acceptance of rental agreement, and is non-refundable. If reservation is cancelled and meets our cancellation policy, all monies will be refunded, **less a \$200 administrative fee**. Payment of deposit shall be deemed as acceptance of this rental agreement. Payment may be made by 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 may be made by major credit card. If final payment is not received within 30 days of arrival, booking will be cancelled; if this happens, **no refund will be issued**. If refundable damage / security deposit has been made with reservation, damage deposit will be refunded within 7 -10 days of checkout pending inspection by cleaning firm.

## **REFUNDABLE SECURITY DEPOSIT**

Property Damage Security Deposit will be refunded within 7 -10 days of checkout pending inspection by cleaning firm.

## **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 in order to receive a full refund. If cancelled between 14 to 30 days prior to arrival, 50% of reservation cost will be refunded (if the amount paid is less than 50% of total reservation cost, no refund will be issued). Guests that cancel less than 14 days prior to arrival will be charged the full amount. There will be no refund for early departure unless authorities request mandatory hurricane evacuation. Vacation Insurance is recommended. It is impossible for a host to make refund assurances for every possible scenario so it is recommended that guests consider purchasing a travelers insurance benefit in order to protect your plans in the event of extenuating circumstances. If you have been diagnosed, medical record confirmation should allow you to file a claim for travel related losses with your travel insurance provider.

## **HAZARDOUS PRACTICES**

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

## **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. Additional cleaning fees will be due in the event that cleaning involves the removal of excessive trash. iTrip is not responsible for any personal belongings left behind.

## **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.

## **KEYS**

You will obtain your keys at the front desk upon check-in.

## **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 blinds in all rooms.
4. The maximum number of occupants shall not exceed 8 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. The owners of this home have animal allergies and for their health, this home is kept animal-free. We are unable to host emotional support animals or pets and appreciate your cooperation and understanding.
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. Check-out time is at 10am, unless previous arrangements have been made. For every 30 minutes that guests remain onsite past the scheduled check-out time, there will be a \$50 late-fee charged to the credit card on file.
10. Tenant and any guest of Tenant shall obey all laws of the state of Texas, as well as local laws, at all times while they are on the premises. Failure to abide by the laws of Texas or the above rules may cause tenant to be asked to vacate the premises and forfeit all rents and security/damage deposits.

## **HOT TUBS & HEATED POOLS**

Some of our homes have hot tubs and/or heated pools. We make every attempt to ensure that the hot tubs are in service, hot, and ready for your arrival. However, there are times when a hot tub is out of service due to circumstances beyond our control. We do not charge extra for our hot tub amenities, and there will be no refund if a hot tub is not in service when you arrive. Likewise, if night-time temps are cold (below 50), it is unlikely that a 'heated pool' will be warm, so please be aware that night-time temperatures directly impact the temperature of the water in the swimming pool. Hot tubs are strictly for use by guests 18 and older, at the users own risk, and must not be used by guests with medical conditions that prohibit their use, or by guests who have been consuming alcohol or other cognitive-altering substances. Irresponsible use of the hot tub (leaving a hot tub uncovered, leaving jets running while not in use, spilling liquids in the hot tub, broken glass, etc) that results in extra hot tub maintenance after your departure will result in a charge of up to \$250 for extra maintenance fees.

## **DOCK, POOL, TRAMPOLINE, ZIPLINE, PLAY-STRUCTURES & PATIOS**

Tenant hereby acknowledges that the premises they have reserved may include a dock (private or community) and the undersigned agrees and acknowledges that the dock and patio/deck can be dangerous areas, that the dock and deck area can be slippery when wet, and that injury may occur to anyone who is not careful. Tenant further acknowledges that use of pool, dock, zipline, or any other amenities, are at the tenants own risk, and owner / property manager shall not be held responsible for any injury. 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, zipline, hot tub and/or patio areas. Property Owner and Manager may not be held responsible for any injury that may occur.

I UNDERSTAND THAT I HAVE DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO. I assert that I am physically fit to participate and I will not hold the Property Owner or Property Management Company, or their employees, agents or other associated personnel responsible if I am injured as a result of ANY problems (medical, accidental or otherwise) which occur while staying at the property and using the dock. I fully understand that the property has limited medical facilities and that in the event of illness or injury, appropriate care must be summoned by radio and treatment will be delayed until I can be transported to a proper medical facility. I agree in advance to these conditions. The Owner and Property Manager have made no representations to me, implied or otherwise, that they or their staff can or will perform safe rescues or render first aid. I agree to forever discharge and release the Property Owner, The Property Management Company, its employees and agents and affiliates, from any and all responsibility or liability for any and all injuries or damages. I agree NOT to make a claim against or sue any of the above parties for injuries or damages whether they arise or result from any NEGLIGENCE or other liability, EVEN IN CASES OF GROSS NEGLIGENCE. I further specifically agree, on behalf of myself, my heirs and assigns, to indemnify and hold harmless the released parties for any and all causes of action arising as a consequence of any incidents which might occur as a consequence of my participation in any activities with or involving the released parties.

## **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.

PLEASE READ CAREFULLY. BY BOOKING THIS PROPERTY, YOU CHOSE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

When booking this property you understand and are agreeing to the following:

I wish to swim in the pool (if applicable) during the length of stay booked at your vacation home. By swimming in the vacation home pool, I recognize and fully understand certain things, including:

- At no time is there a lifeguard on duty, you (the renter) are responsible for the safe use of the pool and are responsible for all persons using the pool during your stay.
- My use of the pool, dock, toys or other amenities on property during my stay involves certain risks, including but not limited to:
  1. The risk of injury resulting from possible malfunction of the pool or any other item on the property;
  2. The risk of injuries resulting from tripping or falling over obstacles in, on, or around the pool, or any other items on the property
  3. The risk of injuries resulting from unsupervised swimmers colliding;
  4. The risk of other injuries resulting from participating in any action in or around the pool or any other items on the property.
- I recognize and fully understand that the above list is not a complete or exhaustive list of all possible risks; the list only provides examples of types of risks that I am assuming.

In exchange for the Owner allowing me to utilize the pool, spa, treehouse, and any other item on property during my stay, I hereby agree to the conditions below. I fully intend and choose to give up the legal rights, as stated below:

TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the Owner, its directors, officers, employees, agents, or representatives (hereinafter referred to as the "Releasees") relating to my use of the pool, treehouse, dock, or any other items on property;

TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury, expense, or other cost that I may suffer or that my next of kin may suffer in connection with my use of the Releasees pool, treehouse, dock and any other item on property to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES; TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability to property, or personal injury to, any third party, resulting from the use of the pool, treehouse, dock or any other item on property.

That I am over the age of 18 and that I am responsible and will adhere to all the rules of the property; That this Waiver, Release, and Agreement is fully effective

and shall be effective and binding upon me, and my heirs, next of kin, executors, administrators, and assigns, or anyone else authorized to act on my behalf or on behalf of my estate. I am aware that by booking this property we are agreeing to all of the above.

## **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 eight people, using the premises for any illegal activity, INCLUDING PARTIES, causing damage to the premises rented or to any of the neighboring properties and any other acts which interferes with neighbors' right to quiet enjoyment of their premises. Home shall be used as a Family Rental Only. House Parties or large gatherings will be cause for immediate eviction with no refund.

## **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.

## **DAMAGES**

The undersigned agrees to pay all collection costs, court costs, and legal fees incurred to collect delinquent balances from the rental or damage done to the property.

## **PARKING**

at the premises is limited to two cars. No boats, jet skis, trailers or RVs unless prior arrangements have been made.

## **Limited Damage Waiver**

### **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 \$2,475.00 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 \$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 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:** \$99.00 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 \$2,475.00 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**

In order the Limited Damage Waiver to cover accidental damages / expenses, all damages MUST be reported prior to check-out. If damages are not reported prior to check-out and discovered later, the tenant will be responsible for all repairs and replacement costs. 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 attorneys fees and costs. 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" 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.**

**I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT, FROM THE DATE OF MY E-SIGNATURE, FOREVER INTO THE FUTURE.**