

iTrip Rental Agreement

iTrip Key West / PO Box 420642 / Summerland Key, FL 33042

Phone: (305) 946-1543 / Fax: (305) 417-6525 / keywest@itrip.net

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

This Agreement will confirm your rental of Sunny's Paradise 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 Key West, 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 Sunny's Paradise, located at 132 Gulfwinds Lane, Marathon, FL 33050, 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. Additionally, to prevent fraud, we require a copy of Tenant's Driver's License or other Government Issued Identification Card and a copy of the Credit Card (please block all information except the name and the last 4 numbers) used for this payment. Please copy both, scan and submit to keywest@itrip.net. Failure to do so may result in cancellation of your reservation.

RESERVATIONS

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 Eastern 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. Any reservation resulting from a rate error for any reason, including, but not limited to technical "glitch", pricing anomaly, etc are invalid and will be canceled and any monies paid will be refunded.

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_.

BALANCE

Balance is due 60 days prior to arrival date and includes a refundable damage deposit, unless the non-refundable Limited Damage Waiver was selected. 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 \$250.00 administrative fee. Damage 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 60 days prior to arrival date. If cancellation occurs 60 days or more prior to arrival date all monies will be refunded with the exception of a \$250.00 administrative fee. **GUESTS THAT DO NOT CANCEL WITHIN THE 60-DAY TIME FRAME WILL BE CHARGED THE FULL AMOUNT.** There will be no refund for early departures, weather events (including hurricane's), pandemic's or mandatory evacuation orders. We **STRONGLY** recommend purchasing Vacation Trip Insurance to cover yourself should you need to cancel.

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.

PET POLICY

Pets are strictly prohibited, unless prior approval was obtained, registration of pet(s) at <https://itripvacations.petscreening.com> and payment of Pet Fee (\$30 per night). One dog 50 pounds or less will be considered. We use a third-party pet policy service, **all tenants bringing a pet** must create a pet profile (\$20 fee). Guest understands and agrees that by renting this property, guest will create a pet profile using our firm's third-party pet policy service by visiting the following website: <https://itripvacations.petscreening.com>. If evidence of an unauthorized 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. Additional charges may be incurred for remediation of pet(s) related issues, including excessive hair, strong smells, urine/feces, etc. Additional charges will be billed to the credit card on file. Limited Damage Waiver does not cover pets or pet damage.

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. A written copy of all regulations must be signed by all adult tenants.

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, paper supplies and 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 sand.

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 calling card for placing long distance phone calls, as these are restricted.

PROPERTY ACCESS

This unit utilizes a keypad digital door lock. You will receive your unique code to the door lock 2 days prior to your check-in day and after you submit the completed and signed Marathon Rules and Regulations forms, copy of your Driver's License (or other Government Issued Identification Card) and copy of Credit Card (with all information blocked out except your name and last 4 digits). The code is active from 4pm on check-in day to 10am on check-out day.

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.
2. All dishes are to be washed and all garbage removed from the premises and placed in outside receptacles. Do not 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 6 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, unless prior authorization and payment of Pet Fee has been received. Pets are not allowed on premises otherwise.
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. Tenant and any guest of Tenant shall obey all laws of the state of Florida, as well as all laws of the City of Marathon, at all times while they are on the premises. Failure to abide by the laws of Florida, City of Marathon or the above rules may result in immediate termination of the rental agreement and Tenant subject to eviction from the premises, forfeiture of all rents and security/damage deposits and appropriate fines levied by the City of Marathon.

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 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 interferes with neighbors' right to quiet enjoyment of their premises. Before the hours of 7:00am or dawn, whichever is earlier, and after 10:00pm, the occupancy load of the premises may not exceed the maximum allowed number at any time.

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.

SEAWALL/BOAT DOCKAGE

Tenant hereby acknowledges that the premises they have reserved includes a seawall/boat dockage and the undersigned agrees and acknowledges that the seawall can be a dangerous area, that the seawall 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 seawall/boat dockage. The total length of docked vessels shall not exceed the width of the property at the waterline. Docked vessels may not be rafted together so as to align two (2) or more vessels abeam of one another. No docked vessels may create a hazard to navigation. A hazard to navigation shall mean that the dock and vessel measures in excess of 25 percent of the width of the water body adjacent to the property. No boat docked at the premises shall be chartered to a person other than registered guests of the premises or used for live-aboards, sleeping or overnight accommodations.

MAINTENANCE/DAMAGE

Please report any maintenance needs for the premises to the us at (305) 340-1355 or keywest@itrip.net 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.

If the Limited Damage Waiver is selected in lieu of a Security Deposit, the Limited Damage Waiver only covers accidental damage reported during the stay. Any damage discovered after check-out or damaged determined to be willfully or negligently caused will not be covered by the Limited Damage Waiver. Additional charges will be billed to the credit card on file.

Please report any accidental damages immediately to us at keywest@itrip.net.

LINENS/TOWELS/SUPPLIES

The owners furnish clean linens and towels. Any lost or damaged linens will be deducted from your deposit or billed to you. An initial supply of paper products and trash bags 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 limited to four vehicles. Watercraft, trailers or RVs can be parked on the premises as long as they can fit within the property lines and total vehicles do not exceed four. RVs shall not be used for sleeping or overnight accommodations when parked on the premises. Cars, watercraft, trailers or RVs shall not be parked on the street or impede the normal and safe flow of traffic on the street.

TELEPHONES

are not provided.

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 \$2,500.00 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 \$2,500.00 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:** \$100.00 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 \$2,500.00 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 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.

The undersigned Tenant will comply with the provisions set forth in this Agreement and acknowledge responsibility for all occupants during the rental term to comply with such provisions of this Agreement.

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. Additional charges may include, but not limited to: unauthorized cable, satellite TV or internet charges, additional cleanings due to excessive trash, dirt, sand, etc, remediation of damage caused by smoking and/or pet(s) or any damages determined to be 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.