

Rental Agreement

iTrip Park City | 6300 N Sagewood Drive Suite H521
Park City, Utah 84060 Phone: 435-245-1713 / Email:pcreservations@itrip.net

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

This Agreement will confirm your rental of Deer Valley Powder Run Penthouse 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 Park City, the Agent of the Owners, and Tenant agree as follows: Above _TenantName_'s guests will be the occupant of the unit Deer Valley Powder Run Penthouse during the entire reserved dates. Use of the premises will be denied to persons not falling within the foregoing categories. Should any unauthorized persons occupy the premises, the Tenant shall vacate the premises immediately without any refund. No key will be issued to anyone who is not an adult.

RESERVATIONS

Reservations may be placed up to nine months in advance but are subject to the rates in effect for the year said reservations are placed. All times are Mountain Standard or Mountain Daylight 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, the cleaning crew may require additional cleaning time, and check-in may be delayed up to 5 p.m.

COMMISSION

The room rates listed are commissionable at 10% on all utilized room nights payable to Ripe Inc. at the time final payment for the Master Account is received by **iTrip PC. iTrip PC is solely responsible for paying the commission to Ripe Inc.**

DEPOSIT

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

BALANCE

Balance is due 30 days prior to arrival date and includes a refundable damage deposit. The balance is due on _BalanceDueDate_. Payment may be made by major credit card only. We may charge your card for the balance due if not paid on the due date. Failure to pay the balance by the due date may result in cancellation of the reservation and possible forfeiture of the deposit paid.

CANCELLATION POLICY

In the event that you must cancel your reservation, please be aware that cancellations must occur at least 30 days prior to the arrival date. If cancellation occurs 30 days or more before the arrival date, all monies will be refunded except a \$100.00 administrative fee. **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 unless authorities request mandatory evacuation. Travel Insurance is highly recommended to protect you against unforeseen circumstances.

You are not required to purchase travel insurance, but you may view coverage offered by our carrier at this link: _TravelInsurance_

HAZARDOUS PRACTICES

No barbecue 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 the smoke detector alarm.

ABSOLUTELY NO PETS

Absolutely no pets are allowed in the home or on the property. If evidence of a pet(s) is found in the unit or on the premises, you will be asked to vacate immediately without refunding rent or damage deposit.

FAMILY RENTAL ONLY

Reservations made for teenagers or young single groups will not be honored without accompanying adults 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 with forfeiture of all monies paid toward the reservation.

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

No daily maid service is Included In your stay; It Is available for an additional charge. Linens and towels are included and are not to be taken from the unit. An initial setup of trash liners, bathroom paper, and soap will be provided. There is a \$ _CleaningFee_ one-time cleaning fee. Additional cleaning fees will be due in the event that cleaning is required beyond normal circumstances. Guests are expected to either wash dirty dishes or load them into the dishwasher and start the wash cycle. Trash will be removed from the unit and placed in the appropriate waste container.

UTILITIES

No compensation will be given for any temporary outage of electricity, gas, water, cable, or internet service. Outages will be reported immediately, and all efforts will be made to restore them as soon as possible. If internet connectivity is essential to your stay, please bring a personal hotspot for internet access. Property download speeds are not guaranteed.

KEYS

The majority of the properties are equipped with an electronic keyless entry lock; you will receive the code and operation instructions before arrival. If the property has a physical key for access, arrangements will be made in advance for the transfer of property keys on the day of check-in. Lost keys or lockouts are subject to a fee.

NON-SMOKING 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

The owner or owner's agents may enter the premises under the following circumstances: in case of an emergency; to make necessary or agreed upon repairs, alterations, or improvements; supply necessary or agreed upon services or show the premises to prospective purchasers, renters, or contractors. The owner will provide the renter with at least 24 hours notice of the owner's intent to enter (except in the case of an emergency).

RULES AND REGULATIONS

1. Tenant agrees to leave the premises and its contents in the same condition as Tenant found the premises to be upon move-in, with normal wear and tear expected. Beds should be stripped of linens and placed in a pile in each bedroom for housekeeping. Trashed is to be removed from the unit. Dirty dishes should be placed in the dishwasher, and the cycle should start on departure.
2. Furnishings should not be removed from the premises for use outside or in other properties.
3. Reservations may not be made by or for a minor, defined as any person under 25 (twenty-five).

4. Tenant and any guest of Tenant shall obey all laws of the state of Utah, as well as local laws, at all times while they are on the premises. Failure to abide by the laws of Utah or the above rules may cause the tenant to be asked to vacate the premises and forfeit all rents and security/damage deposits.

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 assigned, using the premises for any illegal activity, causing damage to the premises rented or to any of the neighboring properties and any other acts which interfere with neighbors' right to quiet enjoyment of their premises.

HOLD HARMLESS

iTrip, or the Owner, does not assume any liability for loss, damage, or injury to persons or their personal property unless caused by iTrip or the Owner's willful misconduct or gross negligence. Neither does the owner accept any liability for any inconveniences, damage, loss, or injury arising from any temporary defects or stoppage in the supply of water, gas, cable service, internet service, electricity, or plumbing, as well as due to weather conditions, natural disasters, acts of God, or other reasons beyond its control.

POOL & PATIO

Tenant hereby acknowledges that the premises they have reserved include a private hot tub, and the undersigned agrees and acknowledges that the 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 hot tub and patio areas.

MAINTENANCE

Please report any maintenance needs for the premises, 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 WiFi.

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

Parking at the premises may be available but is not guaranteed. Arrangements for boats, jet skis, trailers, or RVs may be made at the owner's discretion and must be approved before arrival.

TELEPHONES

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 \$1,475.00 aggregate per stay.

2. **Conditions:** The Limited Damage Waiver Program has certain conditions. Covered Damage does not include, and the Covered Guest remains liable for, the following: • Damages caused by Intentional Acts of a Covered Guest • Damages caused by gross negligence or willful and wanton conduct. • Any damage that the Covered Guest does not report to iTrip staff in writing by the time the Covered Guest checks out of the unit. • Damage from theft without a valid police report. • Damage caused by any pet or other animals brought onto the premises by any Guests, whether or not the property is "pet friendly". • Damage or loss of any property owned by or brought onto the premises by a Covered Guests or invitee of Covered Guest. • Property Damage resulting from any motorized vehicle or watercraft operated by a Covered Guest. • Damaged Caused by any forbidden items or property usage including but not limited to BBQ Grills, Candles, Cigarettes, etc.

3. **Definitions:** • "Covered Damage": All damages to property of the unit's owner, up to \$1,475.00 in the aggregate for each Stay, that occurs during the Covered Guest's stay and that is the result

of the inadvertent acts or omissions of the Covered Guest or the Covered Guest's invitee, excluding the damages listed in the conditions section above. • "Covered Guest": All registered guests and all persons booked to share the same unit of accommodations, and have paid the required plan cost. • "Stay": The stay at an iTrip unit, from the date of a Covered Guest's check-in to the date of check-out.

4. **Administrative Procedure:** iTrip staff will administer and determine whether a damage qualifies as Covered Damage. Such staff will have the sole authority to determine the nature and extent of damages, necessary repairs and eligibility for the waiver of liability described herein. The Covered Guest must report any theft or damage to the unit or its contents to iTrip staff by the time of check-out or any otherwise applicable damage waiver for such Covered Guest will be void. The iTrip Franchisee has ultimate claim administration authority. Arbitration is required prior to litigation.

5. **Terms of Coverage:** The plan takes effect upon check-in on the booked arrival date to an iTrip unit. All coverage shall terminate upon normal check-out time of the iTrip unit or the departure of the Covered Guest, whichever occurs first.

6. **Fee:** \$59.00 for your covered stay. This fee is non-refundable.

IMPORTANT NOTE:

Violation of any condition of the terms of iTrip voids the Damage Waiver Program without refund of any portion of booking/damage waiver fee. Guest Agrees that damages not covered by the Damage Waiver Program or in excess of the Damage Waiver Program limit of \$1,475.00 shall be paid by guest immediately. Guest authorizes iTrip to charge the cost of damages to guest's credit card in accordance with this agreement and the terms and conditions of the rental agreement. By submitting payment for this reservation, you authorize iTrip to include the costs of this Damage Waiver Program in your reservation. Please contact iTrip directly if you do not wish to participate in this plan or assignment.

Unless Tenant elects the Limited Damage Waiver Program, Tenant agrees to pay for damage to the Unit or property within the Unit, except normal wear and tear, that occurs during the Tenant's stay in the Unit. Tenant authorizes iTrip to charge the amount of damages, as determined solely by iTrip, to guest's credit card in accordance with this agreement

CHECKOUT PROCEDURE

Please complete the following steps on departure

- Turn off lights, fireplaces and televisions.
- Set thermostats to 67 degrees in Winter.
- Close all windows and doors. Do not lock the door from the garage to the house.

LOST ITEMS

Please thoroughly check the home before your departure. iTrip is not responsible for any items left behind.

APPLICABLE LAW

This Rental Agreement shall be construed in accordance with and governed by the laws of the State of Utah without regard to its conflict of laws principles. Venue in any action commenced under this Rental Agreement shall be in Salt Lake County, State of Utah, and the tenant hereby submits to the jurisdiction of said courts.

ADDITIONAL TERMS AND CONDITIONS

The undersigned Tenant, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges the Owner from any and all liabilities, claims, demands, and causes of action by reason of any injury, loss, or 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 therefrom, unless such injury, loss or damage is due to Owner's willful misconduct or gross negligence. 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 attorney fees and costs. Owner reserves the right to terminate this Agreement upon their discretion upon 30 days advanced notice prior to arrival date.

CREDIT CARD AUTHORIZATION

I understand and consent to using the credit card provided without the 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 are not limited to unauthorized long-distance telephone, cable, satellite TV, or internet charges, damages beyond normal wear and tear, or theft.

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