

iTrip Park City Rental Agreement

iTrip Park City / 6300 North Sagewood Dr H521 / Park City, UT 84098

Phone: (435) 245-1713 / Fax: (888) 316-6844 / pcrervations@itrip.net

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

This Agreement will confirm your rental of Westgate Resort & Spa | Two Bedroom Suite Mystic Pines 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

Park City Vacation Properties, Inc. DBA iTrip Park City, 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 Westgate Resort & Spa | Two Bedroom Suite Mystic Pines during the entire reserved dates. In addition to the Tenant, other authorized occupants may be family members or friends of the 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, 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 one (1) year in advance but are subject to the rates in effect for the year said reservations are placed. All times are Mountain Time, and currency is USD unless otherwise noted. While every effort will be made to have the property available for check-in at _CheckinTime_, during high season, a cleaning crew may require additional cleaning time, and check-in may be delayed. Guests may inquire with the resort staff for guest services to assist with luggage and belongings.

DEPOSIT

A deposit totaling 35% of the agreed-upon Total Amount is due with 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. Personal checks are not accepted. If the bank does not credit funds within two days, the booking will be canceled. The deposit amount is \$ _DepositAmount_.

BALANCE

Balance is due 30 days prior to arrival date and includes a refundable damage deposit. The balance is due on _BalanceDueDate_. If not paid by the due date, we may charge your card on file. Payment may be made by major credit card. Failure to pay the balance on the due date may result in the reservation cancellation and 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 prior to the arrival date, all monies will be refunded. 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. If either Party is delayed or hindered in or prevented from the performance of any act required under this agreement by reason of acts of God, weather, strikes, boycotts, lockouts, other labor troubles (other than within such Party's organization), inability to procure labor or materials, fire or other casualty, accident, failure of power, governmental requirements, restrictive Laws of general applicability, riots, pandemics, civil commotion, insurrection, terrorism, war or other reason not the fault of the Party delayed, hindered or prevented and beyond the control of such Party (financial inability excepted) (any of the foregoing, “force majeure”), performance of the action in question shall be excused for the period of delay and the period for the performance of such action shall be extended for a period equivalent to the period of such delay; provided, however, that the time period customarily associated with obtaining any approvals, permits, consents or waivers shall not be an event of force majeure. ***The provisions of this Paragraph shall not, however, operate to excuse Tenant from the prompt payment of Rent or any other amount required to be paid by Tenant under this agreement*** or excuse iTrip Park City from the prompt payment of any amount required to be paid by iTrip Park City under this agreement. The Party claiming

the benefit of any force majeure delay shall use its best efforts to notify the other Party promptly following the occurrence of any event constituting a force majeure delay.

You are not required to pursue travel insurance, but we strongly recommend securing coverage to protect against unforeseen circumstances. You may view coverage offered by our carrier at this link: [_TravelInsurance_](#)

HAZARDOUS PRACTICES

No barbeque grills of any kind are permitted on balconies or in the property. No open flames, ie. Candle burning is permitted on balconies or in the property. 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. If evidence of a pet(s) is found in the property 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 an accompanying adult staying in the property 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.

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

Daily maid service is not included with the rental. Nevertheless, if you desire daily maid service, notify iTrip Park City. Linens and towels are included and are not to be taken from the property. An initial setup of trash liners, bathroom paper, and soap is 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.

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. Please note that you may want to bring a calling card for placing long-distance phone calls, as these are restricted.

CHECK-IN

Check-in is available at the front desk of the Westgate Resort, and guests must present identification. A credit card must also be given to cover incidental charges incurred during the stay. All charges for Westgate services incurred during the stay will be charged to the tenant.

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 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 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.
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 the 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 the Tenant. There will be a \$100.00 charge per key if not returned during check-out.
10. 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

tenant to be asked to vacate the premises and forfeit all rent 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 of 8, 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 Park City and the Owner do 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.

MAINTENANCE

Please contact iTrip directly at 435-245-1713. **Do not contact Westgate staff to request general service. Please report any maintenance needs to iTrip Park City at pcreervations@itrip.net or 435-245-1713. We will respond as quickly as possible.** Do not contact Westgate staff to request service. Refunds will not be made for maintenance issues including, but not limited to, heating and air conditioning, internet, resort amenities, 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

INTERNET

This home is wired for internet access and is for tenant and occupant use only for the duration of their stay. Wireless usage is subject to the normal threats of the internet. Park City Vacation Properties is not responsible for exposure to viruses, hacking, or any other problems associated with internet usage. We strongly suggest using a personal firewall. Availability: Wireless is offered as a convenience, and Park City Vacation Properties does not guarantee availability or technical support. You may report availability problems by calling 435-245-1713. Outages will be reported immediately, and all efforts will be made to have services restored as soon as possible. In accessing the wireless network, you agree that you have read and understand this notice and that you agree to abide by such notice and release and hold harmless Park City Vacation Properties for any loss, damage, or liability that may arise out of access.

Updated: November 2020

PARKING

Parking at the premises is limited to one car at the Westgate garage on a space-available basis. Parking for additional vehicles may be available in outdoor lots.

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 tenant hereby submits to the jurisdiction of said courts.

DISCLAIMER/LIMITATION OF LIABILITY

The premises, all fixtures thereon, and all property on or around the premises are provided "as is" without any warranties of any kind. Park City Vacation Properties, Inc. nor the Owner shall be responsible for any direct, indirect, consequential, or incidental damages arising out of or relating to this Rental Agreement. The use of the premises is "at your own risk."

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 Guest 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

ADDITIONAL TERMS AND CONDITIONS

The undersigned Tenant, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Park City Vacation Properties, Inc. and 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 Park City Vacation Properties, Inc. and Owner free and harmless of any claim or suit arising therefrom. 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 at any time. If any term, covenant, or condition of this Rental Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Rental Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Rental Agreement shall be valid and be enforced to the fullest extent of the law.

DELTA GIFT CARD PROMOTION *(where applicable)*

The Delta Gift Card Promotion ("Gift Card") is subject to all [Delta Gift Card Terms and Conditions](#) and valid only for qualifying reservations. A "Qualifying Reservation" is a NEW reservation valued at no less than three hundred dollars (\$300) and made at a Participating Property beginning December 5, 2022. Reservations must be for a minimum of three consecutive nights (company nightly minimums still apply). At least one night of the reservation must be made for dates between December 5, 2022 - April 15, 2022. Participating Properties" include only those lodging facilities designated as Participating Properties by iTrip Park City. Participating Properties may change at any time. The quantity of Gift Cards is limited, and Gift Cards are not guaranteed until you book a Qualifying Reservation and receive confirmation from iTrip. Kenwest, not Delta Air Lines, is administering this promotion and is responsible for fulfilling the promotion and gift cards. Offer is not valid for group reservations, employees, or family of employees or owners of Participating Properties. Delta Gift Cards can be redeemed at www.delta.com/redeem or by calling Delta Reservations at [1-800-221-1212](tel:1-800-221-1212).

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

We look forward to hosting you during your vacation in The Canyons in Park City, Utah!