

iTrip Short-Term Stay Limited License-To-Use Agreement

This Short-Term Stay Limited License-To-Use Agreement ("LLTU" or "Agreement" or "Contract") is made by and among the below listed COMPANY and GUEST with respect to the certain accommodations described herein which COMPANY desires to provide to the GUEST and that GUEST desires to receive from COMPANY.

**COMPANY:** Casa di Mare, Inc. doing business as iTrip Vacations North Shore Massachusetts  
Address: PO Box 725 / Wilmington, MA 01887  
Contact: (978) 737-7084 / north-shore@itrip.net

**GUEST:** \_TenantName\_  
Address: \_TenantStreet\_ \_TenantCity\_ \_TenantState\_ \_TenantPostal\_  
Contact: Phone: \_TenantPhone\_ Email: \_TenantEmail\_

Effective Date: the date upon which this LLTU is signed by GUEST hereto.

WHEREAS iTrip Vacations North Shore Massachusetts is the Agent of the Owners.

WHEREAS iTrip Vacations North Shore Massachusetts is in the business of providing short-term stay accommodations.

WHEREAS, GUEST seeks to license the limited right to use the accommodation being offered by the COMPANY at Sunnyside Up for a short-term stay.

WHEREAS, iTrip Vacations North Shore Massachusetts is providing the GUEST a limited license to use the Sunnyside Up pursuant to the terms of this Agreement.

WHEREAS, the Parties acknowledge and agree that all times, deadlines, dates, and the like referred to herein shall be construed using Eastern Standard Time.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is acknowledged by each party, and intending to be legally bound hereby, the COMPANY and GUEST agree as follows:

Hereinafter, COMPANY and GUEST are collectively referred to as the "Parties."

**1.0 RESERVATION:** May be placed up to one (1) year in advance but is subject to the rates in effect for the year said reservation is effective. All times are Eastern Standard Time (EST) and the currency is US Dollars (USD), unless otherwise noted. GUEST has made a Reservation for a Limited License-To-Use of Sunnyside Up as described herein:

**Starting at Arrival / Check-In:** \_CheckinDate\_ \_CheckinTime\_  
**Ending at Departure / Check-Out:** \_CheckoutDate\_ \_CheckoutTime\_  
**For Number of Nights:** \_NumNights\_ Nights  
**With Up To Registered Guests:** \_NumGuests\_ Guests

While every effort will be made to have Sunnyside Up available for check-in at \_CheckinTime\_, during high occupancy periods, cleaning crews may require additional time and check-in may be delayed.

The Limited License-To-Use Agreement will be granted for Sunnyside Up to \_TenantName\_ for the following Consideration:

Rental: ..... \$ \_Rental\_  
Fees: ..... \$ \_Fees\_  
Taxes: ..... \$ \_AreaTax\_  
Total: ..... \$ \_TotalAmount\_  
Security Deposit: ..... \$ \_RefundableSecurityDeposit\_  
Initial Payment: ..... \$ \_DepositAmount\_ Due on or before: \_DepositDueDate\_  
Balance :..... \$ \_BalanceAmount\_ Due on or before: \_BalanceDueDate\_

By signing this agreement, I, \_TenantName\_ agree that the limited license-to-use is transient in nature and does not provide any tenant rights.

The Limited License-To-Use Agreement is granted for Sunnyside Up to \_TenantName\_ when \_TenantName\_ complies with all LLTU Agreement Terms:

## 2.0 PAYMENT TERMS

### 2.1 PAYMENT METHODS

For all Payments, Payment may be made by traveler's checks, bank money order, wire transfer, certified check, major credit card, or major debit card.

Personal checks will only be accepted with prior written approval.

For any and all payments: if funds are not credited to the COMPANY account(s) and cleared within Seven (7) days of the payment's due date, the COMPANY at its sole discretion may automatically cancel the reservation. The COMPANY retains the right to retain any funds paid per cancellation and modification policy, when applicable.

### 2.2 INITIAL PAYMENT

An Initial Payment totaling \$ \_DepositAmount\_, which may include refundable security deposit, is due with acceptance of Limited License-To-Use agreement. Payment of Initial Payment shall be deemed as acceptance of this Limited License-to-Use Agreement. The Initial Payment amount is \$ \_DepositAmount\_, interest, if any, collected on the deposit is the property of iTrip Vacations North Shore Massachusetts.

### 2.3 BALANCE PAYMENT

The Balance totalling \$ \_BalanceAmount\_, which may include a refundable security deposit, is due on \_BalanceDueDate\_. \_TenantName\_ authorizes iTrip Vacations North Shore Massachusetts to charge the card on file for the Balance, on or after \_BalanceDueDate\_.

### 2.4 DAMAGES, FEES, and FINES SCHEDULE

GUEST hereby acknowledges and accepts the following non-refundable Damages, Fees and Fines schedule, which shall be applicable to GUEST's Short-Term Stay when GUEST violates terms of the Agreement. This is not an exhaustive list of potential Damages, Fees, and Fines:

**(a) Damages** charge is the amount to replace the home and/or its contents when repair is either not possible or more costly.

**(b) Excessive Use Fee:** \$100 / day is charged when guest overheats, undercools, or runs heat or AC while windows and doors are open.

**(c) Extra Cleaning:** charge is the amount of extra services charged when GUEST's stay requires extra cleaning and/or trash removal

**(d) Extra Person:** charge is 10% of Daily Rental Rate per-person per-day when number of guests or visitors exceeds the number of registered guests: \_NumGuests\_. This fee is used when GUEST violated LLTU and COMPANY discovers an illegal event has been hosted.

**(e) Fine(s):** GUEST is charged for Amount of fines charged by HOA, city, town or state that resulted from the GUEST' or guests of GUEST violation of the Agreement.

**(f) Lost Pass/Key/Remote Replacement Fee:** Charges are per the Sunnyside Up Checkout Instructions. Replacement Fees for lost keys, key cards, passes and remote controls are documented in the Check-in and Check-out instructions for each property.

**(g) Lost Revenue:** Charges are for the Lost Revenue that results from GUEST's LLTU violation. For example, if GUEST smokes in a property, and remediation requires multiple days. Guest will be charged for those lost booking days.

**(h) Remediation:** Charges are Special remediation costs such as smoke, pet or waste handling.

**(i) Repairs:** Amount charged to restore the home, the property, and the contents to pre-guest check-in condition, normal wear-and-tear excluded.

**(j) Venue Fee:** Amount charged per day when GUEST hosts any unauthorized event(s). GUEST agrees to pay the per-day Venue Fee of \$10,000 for Sunnyside Up.

**\*Note:** Charges listed above are the pre-tax amount. Taxes will be applied per MA law.

**2.5 CANCELLATION AND MODIFICATION POLICY:** In the event that GUEST needs to cancel or modify the reservation, please be aware that cancellations and modifications must be communicated in writing prior to arrival date.

#### 2.5.1 CANCELLATION POLICY

**A.** For any and all reservations where GUEST has purchased Travel Insurance, GUEST will be refunded by the insurance provider per the terms of their Travel Insurance policy. Travel Insurance is recommended.

**B.** For any and all reservations where GUEST has not purchased Travel Insurance, Portal Cancellation policy will be applied. Where the portal does not have a stated Cancellation Policy, the following will apply:

**B.1.** If cancellation occurs more than **Sixty (60)** days prior to arrival date, Guest will be refunded **100%** of their payment. All payments will be refunded.

**B.2** If cancellation occurs more than **Fourteen (14)** and less than **Sixty (60)** days prior to arrival date, GUEST will be charged **50%** of the full amount. Any amounts paid in excess of 50% of the Total Amount will be refunded.

**B.3** If cancellation occurs **Fourteen (14)** days or less prior to arrival date, GUEST will be charged the full amount, and no refund will be provided.

#### 2.5.2 MODIFICATION POLICY

**A.** For any and all reservations where GUEST has purchased Travel Insurance, GUEST will be refunded by the insurance provider per the terms of their Travel Insurance policy. Travel Insurance is recommended.

**B.** For any and all reservations where GUEST has not purchased Travel Insurance, Portal Modification policy will be applied. Where the portal does not have a stated Reservation Modification Policy, the following will apply:

**B.1.** For modifications made more than **Sixty (60)** days prior to arrival date, GUEST will be allowed to change their reservation. Different rates may apply.

**B.2** If modification occurs more than **Fourteen (14)** and less than **Sixty (60)** days prior to arrival date, restrictions and cancellation fees apply. For any and all changes, the policy will use the original Checkin date.

**B.3** To modify reservation **Fourteen (14)** days or less prior to arrival date, GUEST may extend their stay and be charged for the additional day(s).

**B.4** If GUEST departs early or arrives late due to a mandatory evacuation order, GUEST will be reimbursed for the missed portions of their stay.

**B.5** If GUEST chooses to depart early or arrive late, GUEST will not be reimbursed for the missed portions of their stay.

## 2.6 PAYMENTS WITH COUPONS OR VOUCHERS

If any portion of this reservation was paid with an iTrip voucher or coupon, then that portion is non-refundable. The iTrip voucher or coupon was issued as a kind courtesy, therefore that portion of the payment is not available for refund.

## 2.7 REFUNDABLE SECURITY DEPOSIT(S):

Refundable Security Deposit, if applicable, may be refunded within THIRTY (30) days of departure. When GUEST Fully Complies with all terms and warranties in this LLTU Agreement and GUEST returns Sunnyside Up in good condition. COMPANY is authorized to deduct all damages, fees, and fines incurred by GUEST. For any violation or revocation of the LLTU, GUEST shall forfeit the entire Security Deposit and said Security Deposit shall become a non-refundable penalty for said violation or revocation.

## 2.8 ADJUSTMENT OF TAXES & FEES

Short-Term Stays are subject to applicable State & Local Taxes. The applicable taxes are added as a part of the total payment. Should the taxes or fees change regarding this reservation after the booking date, iTrip Vacations North Shore Massachusetts will adjust the fees, taxes and Total reservation amounts. TenantName agrees to pay the adjusted fees and taxes.

## 2.9 CREDIT CARD AUTHORIZATION

I, TenantName 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 Ninety (90) days after license-to-use has expired and premises have been vacated.

I, TenantName understand and consent to the use of the credit card provided without original signature on the charge slip for all charges associated with this reservation, including but not limited to:

- Initial Payment
- Balance Payment
- Refundable Security Deposit
- Booking Adjustments: changes in fees, taxes, or purchase of amenities.
- Damages: Fines, fees, and costs incurred due to:
  - misuse of Sunnyside Up
  - lost revenue
  - violation of this LLTU agreement
  - revocation of LLTU per terms of this agreement.

Furthermore, by the electronic signature of TenantName of this form, TenantName hereby expressly authorizes COMPANY to charge your credit card(s) or debit card(s) (collectively, "credit card") to secure payment for any and all fees and costs in each and every instance where payment is due to the COMPANY. TenantName hereby represent to COMPANY that TenantName is the authorized cardholder in good credit standing, TenantName has credit available to utilize said credit card to render payment to the COMPANY and that TenantName has the credit card in his/her possession. TenantName shall indemnify the COMPANY and hold the COMPANY harmless for any and all fees, costs, and/or damages the COMPANY incurs in connection with (a) TenantName misuse and/or unauthorized use of any credit card TenantName provided the COMPANY; (b) TenantName chargebacks or challenges or disputes to a card issuer/bank of any credit card charge of the COMPANY for its services or expenses. At all times while TenantName seeks or receives services from the COMPANY, TenantName shall keep an active credit card on file with the COMPANY. TenantName shall provide the COMPANY with a replacement credit card and all pertinent billing information within three calendar days of being notified by the COMPANY that it is unable to process TenantName payment(s) using the credit card on file.

## 3 LIMITED LICENSE TO USE:

**3.1 SHORT-TERM STAY USE:** GUEST shall have a limited license to use the Property for the Short-Term Stay subject to the provisions of the Agreement ("Limited License-to-Use").

The Limited License-to-Use is non-transferable by GUEST without express and written agreement with iTrip Vacations North Shore Massachusetts.

**3.2 REVOCABLE:** The Limited License-to-Use is revocable by COMPANY. LLTU may be revoked by COMPANY, as follows:

- i. upon GUEST's failure to comply with any provision of this Agreement; or
- ii. at any time for any reason in COMPANY sole discretion upon written notice of Limited License-to-Use revocation to GUEST.

**3.3 RISK:** GUEST assumes all risk in his/her use of Sunnyside Up for the Short-Term Stay. GUEST shall use Sunnyside Up in a reasonable and prudent manner at all times. It shall be a material breach of this Agreement if GUEST fails to use Sunnyside Up in a reasonable and prudent manner for the purposes specified in this Agreement.

**3.4 ACCEPTS PROPERTY AS-IS:** GUEST agrees to take the Property in "as is" and "where is" condition. GUEST shall immediately report any maintenance or repair issues concerning the Property to COMPANY. The Property may be monitored by safety sensors for the protection of GUEST and Sunnyside Up. No refunds of any kind will be provided by COMPANY to GUEST as a result of maintenance or repair issues present at the Property, including but not limited to, issues with heating and air conditioning systems, appliances, televisions, internet access, lights, or stereo/speaker systems. GUEST shall receive no compensation or refund for temporary outage of electricity, gas, water, internet, TV, or telephone service at the Property. Such outages will be reported immediately and all efforts will be made to have them restored as soon as possible.

### **3.5 COMPANY GRANTS ACCESS**

After receipt of full payment, COMPANY will provide GUEST with access instructions to Sunnyside Up. Reservations that have not been paid in full will not receive Access Instructions.

For fully paid reservations, Access instructions will be provided via email either within 24 hours of arrival or within 2-hours of booking, whichever is later. Most units use keyless self-check-in using codes to access. Codes will be provided with Access Instructions via Check-In Instructions email from north-shore@itrip.net.

### **3.6 COMPANY RETAINS THE RIGHT TO ACCESS**

COMPANY or COMPANY'S agents may enter the premises under the following circumstances and without prior notice:

- in case of an emergency;
- to make any necessary or agreed upon repairs, alterations, or improvements;
- to supply necessary or agreed upon services;
- to inspect for possible LLTU violations;
- to show the premises to prospective contractors, as needed to effect timely repairs.

COMPANY will provide GUEST with notice of intent to enter (except in the case of an emergency or LLTU violations).

**3.7 RESTRICTIONS of LIMITED LICENSE-TO-USE:** GUEST acknowledges and agrees that any violation of restrictions is grounds for revoking the LLTU. GUEST agrees to pay any additional items resulting from a violation of these restrictions. Additional item costs and prices are determined by the COMPANY. Additional items could include but are not limited to additional fees, fines, remediation costs, repair costs, and lost revenues

**3.7.1 FALSIFIED RESERVATION:** Any reservation obtained under false pretense will be grounds for revoking LLTU. False pretenses include but are not limited to GUEST reserving Sunnyside Up for underage guests, unauthorized events, commercial activities, or illegal activities.

**3.7.2 EXCESSIVE HEATING AND COOLING:** GUEST is invited to use the facilities per standard use. Heat should be set no higher than Seventy-two (72) degrees Fahrenheit. Air Conditioning should be set no lower than Twenty (20) degrees Fahrenheit less than the exterior air temperature, or Seventy (70) degrees Fahrenheit whichever is higher.

When AC is set too low (below 20-degrees Fahrenheit of outside temperature), AC units often freeze up, stop cooling, and require repair.

When guests overheat or undercool the property, GUESTS will be responsible for Excessive Use Fees and repair costs. GUEST will be charged per day for each day where AC was set lower than 20 degrees Fahrenheit below outdoor temperatures or heat is set above 72 degrees.

GUEST or guests of Guest may wish to enjoy natural heating and/ or cooling by opening windows and doors. When windows and/or doors are open, GUEST must turn off the Heat and AC. Running the Heat or AC while windows and/or doors are open is considered Excessive Use and will incur the Excessive Use Fees.

When Excessive Use applies, GUEST agrees to pay:

- Excessive Use Fee of \$100 per day
- Repair Costs as incurred.

### **3.7.3 NO OPEN FLAMES: NO-SMOKING, NO VAPING, NO CANDLES, AND NO GRILLING**

All Open Flames, All Smoking, and All Vaping are strictly prohibited. Any evidence of smoking, vaping or open flames will be considered a Violation of this LLTU Agreement.

No barbeque grills of any kind are permitted in the unit. Barbeque grills are placed to comply with local safety regulations. To remain compliant with the LLTU Agreement, GUEST agrees to not move grills.

**3.7.4 SENSORS AND SAFETY:** Sunnyside Up has sensors and security cameras to protect the property and the guests. Tampering with any sensors and security equipment is prohibited and will be considered a Violation of this LLTU Agreement.

Guests are encouraged to use the overhead stove fan when cooking to avoid accidental, activation of smoke alarms.

**3.7.5 ABSOLUTELY NO PETS:** No pets are allowed on the premises. If any evidence of any pets is found in the unit or on the premises, it will be considered a Violation of this LLTU Agreement.

### **4 GUEST REPRESENTATIONS AND WARRANTIES**

GUEST hereby represents and warrants the following contained in this Section 4, including all subsections thereto. The COMPANY and GUEST acknowledge and agree that the GUEST Representations and Warranties are a material inducement to COMPANY'S decision to enter into this Agreement with GUEST. GUEST warrants, understands, and agrees to comply with all terms herein. GUEST understands and accepts all responsibility for GUEST and all guests of GUEST. GUEST understands and accepts that any violation of any term in this agreement is a violation of the LLTU Agreement.

GUEST agrees to pay any additional items billed to GUEST by COMPANY resulting from a violation of the LLTU. Additional item costs and prices are determined by the COMPANY. Additional items could include but

are not limited to additional fees, fines, remediation costs, repair costs, and lost revenues.

#### **4.1 FOR ALL PROPERTIES, GUEST WARRANTS, UNDERSTANDS, AND AGREES**

**4.1.1 PRUDENT USE:** GUEST agrees to the prudent use of Sunnyside Up as set forth in this agreement. GUEST agrees to use all amenities and appliances for intended use per instructions.

**4.1.2 MINIMUM AGE:** GUEST is at least 25 years of age (an "adult") and will be an occupant of the unit, Sunnyside Up, during the entirety of the reservation. No License-to-Use for Sunnyside Up will be issued to anyone who is not at least 25 .

COMPANY requires at least one member of the party to be 25 years of age and occupy the unit during the entire Reservation. GUEST agrees to always provide adult supervision of all underage guests.

**4.1.3 REGISTERED GUESTS ONLY:** In addition to GUEST, ONLY other authorized occupants of GUEST up to the maximum of `_NumGuests_` registered Guests will occupy or use the property. GUEST agrees and affirms that use of the premises will be denied to persons not part of the registered GUEST's group, and no unauthorized persons will occupy or use the Premises.

**4.1.4 KEYS, KEY CARDS, AND REMOTE OPENERS:** In some cases, Access to Property is granted with remote control openers, keys, and/or key cards. GUEST agrees to return these items per Checkout Instructions. GUEST agrees to pay the Replacement Fee(s) when GUEST fails to return keys, key cards, or remote controls.

**4.1.5 HOUSEKEEPING:** GUEST understands that the Standard Rental Rate does not include a daily maid service. GUEST may purchase additional housekeeping services, such as extra linens, daily linens, daily cleanings, mid-stay cleanings, etc. Included in the Reservation there is a `$_CleaningFee_` one-time cleaning fee, which provides:

- 1 set of Linens for each bed, as reserved.
- 1 set of towels for each registered GUEST (`_NumGuests_`)
- An initial setup of supplies, such as: trash liners, bathroom paper, paper towels, and soap.

GUEST agrees to accommodate the checkout instructions which include:

- GUEST agrees to leave the premises and their contents in the same condition, neat and tidy, as GUEST found the premises to be upon move-in, normal wear and tear expected.
- GUEST agrees to wash all kitchen wares and store kitchen wares in the cabinets.
- GUEST agrees to remove trash and place it in outside trash receptacles.
- GUEST agrees to remove recycling and place in outside recycling receptacles.
- GUEST agrees to leave wet towels in the bathroom.

#### **4.1.6 HOUSE RULES AND REGULATIONS:** iTrip Good Neighbor & Respectful Visitor Policy

After full payment is received, COMPANY will send GUEST a Paid-in-Full email. Paid-in-Full email will include a copy of the iTrip Good Neighbor and Respectful Visitor Policy. GUEST agrees to comply with the iTrip Good Neighbor and Respectful Visitor Policy, which is included as Addendum A of this Agreement.

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

**4.1.7 DISTURBANCES and RESPECT BOUNDARIES:** GUEST agrees to stay within the boundaries of Sunnyside Up and not encroach on neighboring properties. GUEST agrees to not intrude on neighbors' space, including but not limited to yards, driveways, decks, and parking spaces. GUEST agrees to not use neighbors' amenities or furnishings. GUEST further agrees to not perform any acts which interferes with neighbors' right to quiet enjoyment of their premises.

**4.1.8 ABSOLUTELY NO EVENTS:** GUEST warrants that they will not host any events at Sunnyside Up without prior written agreement from iTrip Vacations North Shore Massachusetts. GUEST further agrees that should an event be detected during their stay, GUEST agrees to pay the Venue Fee and Extra Person Fee for every additional person not included as a registered guest: `_NumGuests_`.

**4.1.9 FURNISHINGS:** GUEST agrees that furnishings are not to be removed from the premises for use outside or in other properties. GUEST agrees to leave furnishings in original locations or return furnishings to original locations.

**4.1.10 PASSES:** Some properties offer passes for parking, access to community centers, resort amenities, and/or athletic clubs. GUEST agrees to return all passes per checkout instructions. GUEST agrees to pay the Replacement Fee for each Pass not returned upon Checkout.

**4.1.11 NO ILLEGAL ACTIVITY:** GUEST, and any guests of GUEST, shall obey all state and local laws, at all times while they are on the premises of Sunnyside Up. Failure to abide by the state and laws of MA is grounds for revoking Limited License-to-Use.

**4.1.12 OCCUPANCY CAPACITY:** GUEST agrees to ensure not more than the number of registered guests of `_NumGuests_` people will use or be on the premises at all times.

**4.1.13 MAINTENANCE:** GUEST agrees to report any maintenance needs for the premises to the iTrip Vacations North Shore Massachusetts. COMPANY or COMPANY's agents 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, stereos, pools, and internet.

**4.1.14 LINENS / TOWELS / SUPPLIES:** iTrip Vacations North Shore Massachusetts furnishes linens and towels. Any lost or damaged linens will be charged to GUEST. An initial supply of paper products is provided. Extra items needed are the responsibility of the GUEST. Limited cleaning supplies may be provided. iTrip Vacations North Shore Massachusetts recommends that you bring any special items that you may need.

**4.1.15 PARKING:** GUEST agrees to comply with all parking instructions. Parking at the premises is limited to cars. Parking of boats, jet skis, trailers or RVs is strictly prohibited without prior written agreement.

Some properties with prior written agreement will allow trailer parking or boat docking. GUEST must request permission prior to arrival time with COMPANY and in accordance with the provisions for those properties. GUEST agrees that they will follow those provisions. Additional fees may apply.

**4.1.16 TELEPHONES** are usually not provided. Where phones are provided, GUEST agrees to use in accordance with all applicable laws.

**4.2 PROVISIONS FOR WET AREA AMENITIES:** GUEST understands and accepts all responsibility for GUEST and all guests of GUEST. For all Provisions for Wet Area Amenities, GUEST acknowledges and agrees to use facilities in a prudent manner and in compliance with all posted rules and regulations. There shall be no jumping or diving into any pool, hot tub, or body of water accessible from Sunnyside Up.

GUEST hereby acknowledges their responsibility for their own and their guests' swimming capabilities. GUEST is responsible for providing appropriate numbers and sized life jackets to accommodate their group. GUEST agrees that children Thirteen (13) years and under shall always be supervised by an adult when using any Wet Area Amenity.

With full knowledge of GUEST responsibilities, the undersigned GUEST accepts and assumes all risks involved to GUEST and all of GUEST's Guests in or related to the use of the Wet Area Amenities.

GUEST agrees that any violation of any term in this agreement is a violation of the LLTU Agreement. Any violation of the agreement is grounds for revoking the LLTU Agreement.

**4.2.1 POOL, HOT TUB, & PATIO:** GUEST hereby acknowledges that if the premises they have reserved includes a community or private pool and/or hot tub, the undersigned agrees and acknowledges that the pool, hot tub, 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.

GUEST hereby acknowledges their responsibility for securing the pool whenever the pool area is unattended.

**4.2.2 DOCKS:** GUEST hereby acknowledges that if the premises they have reserved includes a community or private dock, the undersigned agrees and acknowledges that the dock can be a dangerous area, that the dock can be slippery when wet, and that injury may occur to anyone who is not careful.

GUEST hereby acknowledges their responsibility for securing the dock whenever the dock area is unattended.

**4.2.3 WATERFRONT:** GUEST hereby acknowledges that if they have reserved a waterfront Property, the undersigned agrees and acknowledges that the waterfront can be a dangerous area, that the rocks can be slippery when wet, tides can include undertow, and that injury may occur to anyone who is not careful.

**4.2.4 WATERFRONT TIDAL RIVERS:** For River front properties that are on tidal rivers: Tidal river's currents change with the tides; the currents shift in direction and strength; depth changes from Zero (0) to Fifteen (15) feet. Currents can run as fast as Fifteen (15) knots/ Twenty (20) miles-per-hour. Guests shall not swim from the docks on tidal rivers. Guests agree to tether any floats to the docks and ensure floats do not encroach on boating channels.

## **5 DAMAGES:**

**5.1 DAMAGES without LIMITED DAMAGE WAIVER:** Unless GUEST elects the Limited Damage Waiver Program, GUEST agrees to pay for damage to the Property, except normal wear and tear, that occurs during or as a result of the Short-Term Stay. GUEST authorizes COMPANY to charge the amount of damages, as determined solely by COMPANY in its sole discretion, to GUEST's credit/debit card in accordance with this LLTU Agreement.

## **5.2 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 \$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

### **6 DEFAULT; TERMINATION; DISPUTES AND REMEDIES; ATTORNEY'S FEES AND COSTS; FINES AND REPAIR COSTS; TIME.**

#### **6.1 DEFAULT or BREACH**

**A.** GUEST's failure to comply with any provision herein shall constitute a breach of its obligations under this Contract.

**B.** COMPANY shall have no obligation to provide GUEST with written notice of any breach(es) by GUEST of this Agreement. COMPANY may unilaterally terminate this Agreement in the event of a material breach of the same by GUEST and seek all remedies at law and/or in equity for the recovery of damages from GUEST (such COMPANY remedies shall be cumulative). COMPANY shall also have the right to seek damages for expenses incurred, lost revenues/lost profits caused directly, or indirectly by GUEST's default upon any provisions of this Agreement.

**C.** GUEST shall provide COMPANY with written notice of any breach(es) of this Contract. Within fourteen (14) calendar days of receiving such notice(s) COMPANY shall cure such breach(es). COMPANY's failure to cure its breach(es) within the time specified in this Section shall constitute a material breach of this Contract. GUEST may terminate this Contract in the event of a material breach of the same by COMPANY and seek reimbursement of all or part of the sums already paid to COMPANY as of the date of the breach, which shall be GUEST sole and exclusively remedy in law or in equity. GUEST hereby waives any entitlement to compensatory damages, special damages, punitive damages, or any direct damages over and above the amount of the sums already paid to COMPANY as of the date of the breach.

#### **6.2 TERMINATION:**

**6.2.1** If the OWNER of the Property terminates its Owner Agreement with COMPANY for any reason, COMPANY shall deliver written notice of the same to the GUEST ("Owner Termination")

**6.2.2** Upon GUEST's receipt of the Owner Termination from COMPANY, the GUEST shall immediately vacate the Property and shall be responsible for any and all Short-Term Stay costs incurred as of the date GUEST so vacates the Property.

#### **6.3 DISPUTES AND REMEDIES:**

**A.** Except as otherwise expressly set forth herein, any claim, controversy, or dispute of the Parties arising out of or relating to this Agreement or Property, shall be first presented to mediation and if mediation is unsuccessful, shall be then exclusively determined by binding arbitration in Boston, Massachusetts. Such binding arbitration shall be administered by the American Arbitration Association ("AAA") using the Commercial Arbitration Rules, subject to the exceptions set forth in this Section 6.3(B).

**B.** To commence mediation, the requesting party shall present a written request for mediation to the other party. Any Parties' failure to respond to such a request for mediation within 5 calendar days of receiving the same shall permit the requesting party to proceed directly to AAA arbitration. The Parties' inability to agree upon a mediator or mediation service within 5 calendar days of receiving the written mediation request shall permit the requesting party to proceed directly to AAA arbitration.

**C.** COMPANY shall have the right to file an action in the appropriate Court of competent jurisdiction for purposes of pursuing claims for pre-judgment security attachments (trustee process, personal or real property attachments, etc.) and breach of this Agreement.

**D.** GUEST explicitly waives its right to a trial by jury to the extent any claim it may assert against COMPANY is exempt from this arbitration clause. Except as otherwise expressly set forth herein, any claim, controversy, or dispute of the Parties arising out of or relating to this Contract or a Property, shall be exclusively determined by binding arbitration in Boston, Massachusetts. Such binding arbitration shall be administered by the American Arbitration Association ("AAA") using the Commercial Arbitration Rules, subject to the exceptions set forth in this Section 6.3.

#### **6.4 ATTORNEY'S FEES AND COSTS; COLLECTION AGENCY FEES/COSTS; PENALTIES**

**6.4.1** GUEST shall be responsible for the payment of all costs, expenses, and reasonable attorneys' fees incurred and/or collection agency fees/costs incurred by the COMPANY as a result of GUEST's failure to comply with the provisions of this Contract, including but not limited to, GUEST's failure to perform its obligations in accordance with the terms of this Contract at any one or more times. GUEST shall be responsible for the payment of all costs, fees, expenses, and reasonable attorneys' fees incurred by the COMPANY in its efforts to collect monies owed by GUEST or efforts by COMPANY to vindicate any right of COMPANY: (i) provided in this Contract, (ii) in connection with the subject matter of this Contract, or (iii) in connection with any Property or activity related to the Short-Term Stay at any one or more times.

**6.4.2 GUEST** acknowledges and agrees that the entire Initial Payment, Security Deposit, and any other sums paid by he/she to COMPANY shall be forfeited to COMPANY plus Venue Fee (ref: to be paid to COMPANY, if the Property is used for any celebration, venue, or event of any kind, including but not limited to, wedding, festivals, or parties of any kind ("Venue Fee"), as a penalty in the event of any violation of the provisions of this Contract. This penalty provision shall be cumulative and applicable together with any other fines, penalties or damages provisions contained in this Contract and/or available to COMPANY pursuant to applicable local, state, or federal law.

**6.5 TIME:** Time is of the essence as to each and every provision of this Contract. This Section 6 shall survive the expiration, completion, or termination of this Contract.

## **7 ADDITIONAL TERMS AND CONDITIONS**

**7.1 INDEMNITY AND HOLD HARMLESS:** To the fullest extent permitted by law, the GUEST shall indemnify and hold harmless the owners and the COMPANY, its agents, managers, officers, directors, signatories, and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from either directly or indirectly, GUEST's (including its agents, invitees) Short-Term Stay, the Property, or any other issue arising out of this LLTU Agreement.

COMPANY, or the Owner, does not assume any liability for loss, damage or injury to persons or their personal property. Neither does COMPANY or 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, internet service, electricity or plumbing. Neither does COMPANY or Owner accept any liability for any inconveniences, damage, loss or injury arising from weather conditions, natural disasters, acts of God, or other reasons beyond its control.

**7.2 RELEASE of LIABILITY:** The undersigned GUEST, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Owner and iTrip Vacations North Shore Massachusetts 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 iTrip Vacations North Shore Massachusetts 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 and iTrip Vacations North Shore Massachusetts reserves the right to terminate this Agreement upon their discretion at any time.

**7.3 MERGER:** All prior negotiations, statements, representations, warranties, and agreements, if any, pertaining to any or all of the details of this transaction are superseded by and merged into this Contract. No oral agreements between COMPANY and GUEST either before or after the date of this Contract, including any alleged to have taken place in the field, shall affect or modify this Contract in any way.

**7.4 ENTIRE AGREEMENT:** This Contract contains the entire agreement of the Parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, heirs, distributors, successors and assigns and supersedes any and all prior agreements between the Parties concerning the subject matter hereof whether oral or written.

**7.5 MODIFICATION:** The contents of this Contract, including all documents cited herein, shall not be modified in any respect except by a subsequent writing mutually agreed upon and signed by the Parties hereto.

**7.6 WAIVER:** The GUEST acknowledges that the COMPANY's failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of, or failure to insist upon strict compliance with, any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

**7.7 NO THIRD-PARTY BENEFICIARY:** Neither the GUEST nor any other person/entity shall be an intended third-party beneficiary of any agreement between COMPANY and the owner(s) ("OWNER") of the Property ("Owner Agreement"). Only the COMPANY and OWNER shall have the right to enforce the terms of any Owner Agreement.

**7.8 CAPACITY AND LIABILITY:** GUEST's signatories acknowledge and agree that affixing their digital signature hereto shall render them individually, joint and severally liable for all obligations prescribed herein.

**7.9 SECTION HEADINGS:** Section headings in this Contract are included herein for convenience of reference and to group common terms only and shall not constitute a part of this Contract for any other purpose.

## **8 SEVERABILITY; COUNTERPARTS; NOTICE; GOVERNING LAW:**

**8.1 SEVERABILITY:** The holding of any provision of this Contract to be invalid or unenforceable by a court of competent jurisdiction shall not affect any other provision of this Contract, which shall remain in full force and effect.

**8.2 COUNTERPARTS:** This Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. This Contract may be executed by use of electronic signatures.

**8.3 NOTICE:** Any notices or statements required or designed to be given under this Contract, unless otherwise provided herein, shall be served by both email from north-shore@itrip.net and United States Mail to the GUEST at its addresses set forth herein and COMPANY at its address set forth herein and a copy of the same to COMPANY's legal counsel at Calabrese Law Associates, P.C., Attn: Peter G. Calabrese, Esq., One Boston Place, Suite 2600, Boston, MA 02108, until notice of a difference in address be given.



**8.4 GOVERNING LAW:** This Contract shall be governed by and construed and enforced solely in accordance with the laws of the Commonwealth of Massachusetts without giving effect to the conflict of law principles thereof. The GUEST hereby irrevocably submits and acknowledges and consents to the exclusive jurisdiction of the courts of the Commonwealth of Massachusetts, or if appropriate, a federal court located in Massachusetts, over any suit, action or other proceeding arising out of, under or in connection with this Contract or the subject matter hereof.

**ADDENDUM A: iTrip Good Neighbor & Respectful Visitor Policy**

Welcome! Thank you for staying with iTrip Vacations North Shore Massachusetts. We are delighted to be hosting your visit! iTrip Vacations North Shore Massachusetts strives to provide excellent service and assistance. Please feel free to contact us if you need anything:

Call or Text: (978) 737-7084

Email: north-shore@itrip.net

Please follow iTrip Vacations North Shore Massachusetts's House Rules to be Good Neighbors and Respectful Visitors.

**Good Neighbors** honor the right of Sunnyside Up's neighbors to peacefully enjoy their homes. iTrip Vacations North Shore Massachusetts guests will:

- 1) **Respect Quiet Hours:** Quiet Hours are dictated by local rules and ordinances. Unless specified otherwise, quiet hours are between 10PM and 8AM.
- 2) **Not Host Events or Parties:** without express written approval from iTrip Vacations North Shore Massachusetts, do not host any parties or events.
- 3) **Follow the Law:** do not do anything illegal.
- 4) **Respect Boundaries:** Do not encroach into the neighbors' space, including but not limited to yards, gardens, decks, patios, and parking spaces. Do not use neighbors' amenities or take neighbor's property, such as: furniture, grills, pools, spas, etc.
- 5) **Follow Parking Instructions:** Please follow all parking instructions and only use those spaces allotted to Sunnyside Up.

**Respectful Visitors:** remember you are renting a private home; iTrip Vacations North Shore Massachusetts guests will treat Sunnyside Up with the same or more respect that they would like shown to their belongings:

- 1) **Prudent Use:** instructions on how to use appliances and amenities are provided. Please use all items for their intended purpose and per instructions. Please contact iTrip Vacations North Shore Massachusetts if you have any questions.
- 2) **Use of Wi-Fi & Internet** guests agree to use the network for legal purposes only.
- 3) **Be Neat and Caring:** please do pick up after yourselves; put trash and recycling in proper bins, do the dishes, use coasters, and leave the furniture where it belongs.
- 4) **Park in Designated Areas:** Please do park in driveways, parking pads and garages. Please do not park on lawns or in gardens.
- 5) **Do Not Smoke or Vape:** smoking or vaping of anything: cigarettes, pipes, cigars, or marijuana, requires special remediation to remove the aroma.
- 6) **Do Not Tamper with Safety Sensors:** iTrip Vacations North Shore Massachusetts's homes come equipped with a variety of safety sensors, such as: exterior cameras, noise monitoring, smoke detectors, carbon monoxide detectors, and more. Respectful guests do not tamper with safety sensors.
- 7) **Be Careful:** where there are wet area amenities such as waterfronts, docks, pools, or hot tubs, please take care to secure the areas and take appropriate precautions.
- 8) **Return Keys/Passes/Remotes:** please return items as described in Check-out instructions.

Please enjoy this lovely home with respect for the home and the neighborhood.

Enjoy your stay!