

iTrip Transient Rental Agreement

iTrip iTrip Vacations Sarasota-Bradenton

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

This Agreement will confirm your rental of Villa Magellan II 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 Vacations Sarasota & Bradenton, 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 808 Magellan Dr, Sarasota, FL 34243 during the entire reserved dates. In addition to 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.

By signing this agreement you agree that your rental is transient in nature and does not provide you with tenant rights. Leases 6 months or less are considered 'Transient Rentals' and fall under the Florida Division of Hotels. Transient accommodations or "short term rentals" are also subject to Florida Sales and county tourist development taxes which are added as a part of your total payment.

This is the entire Agreement between the parties and there are no oral or written amendments or modifications. All changes must be in writing and signed by the parties. This Agreement shall be governed and construed under the laws of the State of Florida. The agreement assumes that the party making payment and executing this agreement is the person staying at the property and this rental agreement cannot be sublet or reassigned.

RESERVATIONS

may be placed up to two (2) years in advance, but are subject to the rates in effect for the year said reservations are placed. All times are Eastern Standard Time and the currency is USD unless otherwise noted. While every effort will be made to have the unit available for check-in at 3:00 pm, during high season cleaning crew may require additional cleaning time, and check-in may be delayed up to 5 pm. Reservations will be held for seven (7) days. If the signed rental agreement and payment are not received within a seven (7) day period from the date of the Tenant's signature, the reservation will be canceled.

Your reservation is for 808 Magellan Dr, Sarasota, FL 34243

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 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 canceled. If a reservation is made within 30 days of arrival, the entire amount is due to secure your reservation.

BALANCE

Balance is due 60 days prior to arrival date and includes a refundable damage deposit. Payment may be made by traveler's checks or certified checks or major credit card. Personal checks will be accepted upon approval; if funds are not credited within seven days booking will be canceled; if this happens, deposits will be refunded less a \$100.00 administrative fee. The damage deposit will be refunded within 7 -10 days of checkout pending inspection by the cleaning firm.

CANCELLATION POLICY

In the event that you must cancel your reservation, please be aware that there are financial consequences for canceled reservations. If your reservation includes dates of stay between January 1 and April 15, then your reservation is considered 'high season'. If your reservation does not include dates of stay between January 1 and April 15, then your reservation is considered 'low season'.

For **High Season reservation cancellations**, cancellation requests must be received at least 60 days in advance of your stay for full refund minus a cancellation fee. Cancellation fees is \$250 or 3.5% of any monies already paid by credit card, whichever is greater. GUESTS THAT CANCEL WITHIN 60-DAY TIME FRAME WILL FORFEIT ANY PAYMENTS.

For **Low Season reservation cancellations**, cancellation must be received at least 30 days in advance of your stay for a full refund minus a cancellation fee. The cancellation fee is \$250 or 3.5% of any monies already paid by credit card, whichever is greater. GUESTS THAT CANCEL WITHIN A 30-DAY TIME FRAME WILL FORFEIT ANY PAYMENTS.

Refunds will be issued only by check for any form of payment if payment was made more than 50 days prior.

There will be no refund for early departure unless authorities enact a mandatory hurricane evacuation for the location of your reserved property covering the dates of your stay. Vacation Insurance is recommended.

CREDIT CARDS AND ID

When paying with a credit card, you will need to email, fax or text a clear copy of a government-issued ID (valid driver's license or passport) and a copy of your credit card front and back for bookings made requesting check-in within 7 days or less. We reserve the right to meet you at check-in and verify you match the ID provided to provide entry. The guest, credit card, and ID must all be the same for bookings made within 7 days. If you fail to provide proof, we will cancel your reservation and refund the card charged with a cancellation charge. This is to protect us and the properties against the use of stolen credit cards. This is not necessary for bookings occurring more than a week in advance.

ONE DOG IS ALLOWED WITH PRIOR APPROVAL

One well-behaved dog is allowed with a paid pet fee of \$200.00. If evidence of additional pet(s) are found in the unit or on the premises you will be asked to vacate immediately with no refund of rent or damage deposit. The pet fee of 200.00 is not to cover damages. Any damage by the pet would be over and above that amount and you agree to pay any damages caused by your pet.

This lease must be adjusted if we have agreed on an additional pet or to note the size and/or breed if a part of a complex that has particular limitations. Please note that some complexes that allow a pet may have the size and/or breed restrictions. It is up to you to confirm with us in advance that your particular pet is permitted.

Complaint(s) by neighbors of a continually barking dog will result in eviction. Dogs must be on a leash when out by county regulation. Please pick up your dog droppings.

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.

FALSIFIED RESERVATION

any reservation obtained under false pretense will be subject to forfeiture of the reservation deposit, damage deposit, and/or balance of rental payment.

HOUSEKEEPING

There is **no daily maid service**. Linens and towels are included and not to be taken from the unit. An initial setup of trash liners, bathroom paper, soap is provided. There is a _CleaningFee_ one-time cleaning fee which is included in the fees above. Additional cleaning fees will be due in the event that cleaning involves goes above and beyond normal cleaning.

UTILITIES/POOL

No compensation will be given for temporary outages of electricity, gas, water, cable. Outages will be reported immediately and all efforts will be made to have them restored as soon as possible. If you paid to have the pool heated and there are issues, we will refund days that the pool was not heated.

KEYS/DOOR CODES

You will receive the check-in information from the Property Manager two days before arrival.

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. The owner will provide the renter with at least 24 hours' notice of the Owners intent to enter (except in the case of an emergency).

RULES AND REGULATIONS

1. Tenant agrees to leave the premises and its contents in the same condition, neat and tidy, as Tenant found the premises to be upon move-in, normal wear and tear expected. Beds should be stripped of linens and placed in a pile in each bedroom for housekeeping.
2. All dishes are to be washed and all garbage removed from the premises and placed in outside receptacles. Please place trash bins in front of the house for pickup.
3. The maximum number of occupants shall not exceed 8 people, not including a child in a crib.
4. Furnishings are not to be removed from the premises for use outside or in other properties.
5. Smoking is not allowed in the unit.
6. Reservations are not made by or for a minor, defined as any person under the age of twenty-five (25).

7. Tenant and any guest of Tenant shall obey all laws of the state of Florida, as well as local laws, at all times while they are on the premises. Failure to abide by the laws of Florida or the rules in this agreement may cause the tenant to be asked to vacate the premises and forfeit all rents and security/damage deposits.
8. The guest who has signed this agreement is assumed to be the renter and is expected to be present during the entire course of stay. This lease may not be reassigned or sublet. This includes parents renting a place for children under the age of 25. We reserve the right at any time during your stay to verify the ID of the guest's name and credit card used for booking. We reserve the right to evict everyone if this cannot be verified.

SLEEPING CAPACITY/DISTURBANCES

The 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 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 interfere with neighbors' right to quiet enjoyment of their premises. No parties are allowed in this property, and any action which interferes with neighbors' right to quiet enjoyment of their premises can subject you to eviction.

HOLD HARMLESS

iTrip or the Owner, does not assume any liability for loss, damage, or injury to persons or their personal property. 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, electricity, or plumbing, as well as due to weather conditions, natural disasters, acts of God, or other reasons beyond its control.

Tenant agrees to indemnify, defend and hold the Owner and iTrip Vacations Sarasota and Bradenton, its landlord, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises and any items and/or equipment found on the premises, including but not limited to bicycles.

POOL & PATIO

Tenant hereby acknowledges that the premises they have reserved include a private pool and the undersigned agrees and acknowledges that the pool 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. 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 pool and patio areas. Children should be supervised at all times around the pool. No jumping or diving into the pool. Tenants and guests must follow all posted rules.

MAINTENANCE

Please report any maintenance needs for the premises to us and we will respond as quickly as possible. Refunds will not be made for maintenance issues including, but not limited to heating and air conditioning, appliances, televisions, and stereos.

LINENS/TOWELS/SUPPLIES/MATTRESSES

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.

Damage to mattresses are not covered under our Limited Damage Waiver. Engage in preventative measures. If you have adults and/or children prone to accidents in your party, ask for an extra waterproof mattress cover in case you need it in the middle of the night. All beds are provided with at least one (1) waterproof mattress cover. Should you stain a mattress, notify us the next business day. We often have same-day turnovers and cannot replace a mattress in a matter of hours. If we discover a fresh stain during turnover, there will be an extra charge for rush mattress replacement.

PARKING

at the premises is limited to two cars. No boats, jet skis, trailers or RVs.

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. The maximum limit of this waiver of liability is \$2,475.00 aggregate per stay.

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

3. **Definitions:** • "Covered Damage": All damages to the property of the unit's owner, up to \$2,475.00 in the aggregate for each Stay, that occurs during the Covered Guest's stay and that is the result of the inadvertent acts or omissions of the Covered Guest or the Covered Guest's invitee, excluding the damages listed in the conditions section above. • "Covered Guest": All registered guests and all persons booked to share the same unit of accommodations, and have paid the required plan cost. • "Stay": The stay at an iTrip unit, from the date of a Covered Guest's check-in to the date of check-out.

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

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

6. **Fee:** \$99.00 for your covered stay.

IMPORTANT NOTE:

Violation of any condition of the terms of iTrip voids the Damage Waiver Program without a refund of any portion of the booking/damage waiver fee. Guest Agrees that damages not covered by the Damage Waiver Program or in excess of the Damage Waiver Program limit of \$2,475.00 shall be paid by the guest immediately. Guest authorizes iTrip to charge the cost of damages to the 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 the 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 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 attorneys fees and costs. Owner/ reserves the right to terminate this Agreement upon their discretion at any time.

In the event the Owner and/or iTrip Vacations Sarasota & Bradenton, its landlord, officers, employees and/or agents, are required to file any action in court in order to enforce any provisions of the

agreement, Tenant agrees to pay the Owner and/or iTrip Vacations Sarasota & Bradenton, its officers, landlord, employees, and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by the Owner and/or iTrip Vacations Sarasota & Bradenton, including all collection expenses and interest due.

CREDIT CARD AUTHORIZATION:

I understand and consent to the use of 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 cable, satellite TV, or internet charges, damages beyond normal wear and tear.

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