

iTrip Rental Agreement

iTrip Vacations Palm Beach / 1750 N Florida Mango Road Ste 103 / West Palm Beach, FL 33409

Phone: (561) 351-1262 / Fax: / palmbeach@itrip.net

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

This Agreement will confirm your rental of The Palms Cottage Private Pool, Downtown, Beach, The Square for _NumNights_ nights as follows:

Check-In: _CheckinDate_ _CheckinTime_
Check-Out: _CheckoutDate_ _CheckoutTime_
Rental: \$ _Rental_
Fees: \$ _Fees_
Taxes: \$ _AreaTax_
Total: \$ _TotalAmount_
Security Deposit: ... \$ _RefundableSecurityDeposit_
Deposit: \$ _DepositAmount_ (due _DepositDueDate_)
Balance: \$ _BalanceAmount_ (due _BalanceDueDate_)

AGREEMENT

iTrip Vacations Palm Beach, 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 The Palms Cottage Private Pool, Downtown, Beach, The Square during the entire reserved dates. In addition to Tenant, other authorized occupants may be family members or friends of Tenant. The use of the premises will be denied to persons not falling within the foregoing categories. Should any unauthorized persons occupy or use the Premises, Tenant shall vacate the premises immediately without any refund. No key will be issued to anyone who is not an adult.

RESERVATIONS

may be placed up to (1) year in advance, but are subject to the rates in effect for the year said reservations are placed. All times are Eastern Standard Time and currency is USD unless otherwise noted. While every effort will be made to have the unit available for check-in at _CheckinTime_, during high season cleaning crews may require additional cleaning time and check-in may be delayed up to 5 pm.

DEPOSIT

A deposit totaling 50% of the agreed-upon Total Amount is due with the signed acceptance of rental agreement. The payment of the deposit shall be deemed as acceptance of this rental agreement. Payment may be made only by major credit card. Personal checks will not be accepted; if funds are not credited within Ten days 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_. Payment may be made only by major credit card. Personal checks will not be accepted; if funds are not credited within seven days booking will be canceled; if this happens, deposits will be refunded less a \$150.00 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 cancellations must occur at least 30 days prior to arrival date. (If cancellation occurs 30 days or more prior to arrival date all monies will be refunded with the exception of a \$150.00 administrative/re-booking fee, or 10% of the base rental rate, whichever is more which ends on 1/27/2023). Starting on bookings creating on or after 1/27/23 - 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 hurricane evacuation. Vacation Insurance is highly recommended.

HAZARDOUS PRACTICES

No barbeque grills of any kind are permitted on balconies or in the unit. No open flames ie. Candle burning is permitted on balconies or in the unit. Do not dismantle smoke detectors as they are there for your protection. Use the overhead stove fan when cooking to avoid accidental, activation of smoke detector alarm.

IF A DOG-FRIENDLY PROPERTY

In most of our properties, pets are not permitted. Small dogs may be considered based on the advertised policy of individual property. Type/breed of dog, number of dog(s), and a description and photo of dog(s) must be provided prior to rental agreement signing by the Manager. Additional cleaning fees and/or security deposits will be included. For homes where dogs/pets are not permitted, if evidence of a dog/pet is found in the property or on the premises, tenant and tenant guests will be asked to vacate immediately with no refund of rental costs and may be charged a deep clean fee to the account on file.

ADDITIONAL DOG RULES (IF DOG-FRIENDLY):

The permission granted herein shall be described below:

Guest hereby agrees to comply with the following:

*Allowed: (1) Dog - 40 Lbs. and under. No cats are permitted.

*Any extra cleaning or damage done by pets will be deducted from the tenant's account. All dogs must comply with the following specifications (documentation from an accredited veterinarian must be provided by Guest upon request):

*Must be up-to-date on rabies vaccinations and all other vaccinations.

*Dog must be leashed at all times when not inside the unit.

*Guest is responsible for cleaning up any/all pet refuse in the outdoor areas and certainly indoors.

*Pets are not allowed on furniture at any time. Any evidence of pets on furniture may incur extra cleaning fees.

*Dogs are to be treated with a topical flea and tick repellent three (3) days prior to arrival. Fleas and ticks are very rampant in this area and can cause harmful/fatal illness to humans and pets. Any extermination having to be done after departure will be deducted from the tenant's account.

*Dog must not cause damage to premises or furnishings. If damages are caused, the cost of the damage may be deducted from the tenant's account.

*Tenant should prevent pets from producing excessive noise at a level that disturbs neighbors. Excessive noise that creates a disturbance to others will result in the tenant being asked to vacate the property with no refund.

*Dog will not be left unattended for an undue length of time, either indoors or out. Pet will not be left unattended on the balcony, patio, porch, or pool. Pet is to be crated in the unit/home while the tenant is out of unit/home.

* Homeowner assumes no responsibility for illness or injury that may incur to pets or humans while on the premises.

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 need the names/ages of all guests of the tenant. 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. Initial setup of trash liners, bathroom paper, soap is provided. There is a \$_CleaningFee_ one-time cleaning fee. Additional cleaning fees will be due in the event that cleaning involves the removal of excessive sand or trash. If the towels/washcloths/linens are excessively soiled, there will be a linen/towel replacement charge.

UTILITIES

No compensation will be given for temporary outage of electricity, gas, water, cable, or telephone service. Outages will be reported immediately and all efforts will be made to have them restored as soon as possible. Please note that you may want to bring a calling card for placing long-distance phone calls, as these are restricted.

KEYS

The property will be a key-less entry with a code specific to the stay, or a code to a lockbox will be given that is specific to the stay. Guests must maintain all keys in the lockbox at all times. When a key is lost or removed by the tenant, they will be charged \$50 for the missing key.

NONSMOKING UNIT

Smoking of any kind is strictly prohibited. The tenant 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 tenant 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, 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 or as mentioned in check-out instructions.
3. Close all blinds in all rooms.
4. The maximum number of occupants shall not exceed maximum capacity advertised per unit, 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 on properties that are not dog-friendly.
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 Tenant. There will be a \$10.00 charge per key if not returned within 2 weeks of check-out date.
10. 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 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 of eight 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. Hotel owners or appointed property management may remove any guest who, while on the premises, illegally possesses or sells controlled substances; is intoxicated, profane, lewd, or brawling; disturbs the peace of other guests; injures the facility's reputation, dignity, or standing; fails to pay the agreed upon rent at checkout time; or fails to checkout at the agreed upon checkout time. The hotel owner must give the guest notice of his desire for the guest to depart and return the unused portion of any advance payment. Guests who refuse to leave are guilty of a second-degree misdemeanor. Hotel owners may call any law enforcement officer to arrest illegal guests. Arrested guests are deemed to have given up or abandoned their right to occupy a room, thus the hotel owner may make it available to other guests.

HOLD HARMLESS

iTrip or the Owner, does not assume any liability for loss, damage, or injury to persons or their personal property. Neither does owner accept any liability for any inconveniences, damage, loss or injury arising from any temporary defects or stoppage in supply of water, gas, cable service, electricity or plumbing, as well as due to weather conditions, natural disasters, acts of God, or other reasons beyond its control and the exercise equipment (Peloton bike, free weights, etc) and swimming pool.

POOL & PATIO

Tenant hereby acknowledges that the premises they have reserved includes a community pool/spa or a private pool and the undersigned agrees and acknowledges that the community 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 community pool and patio areas.

MAINTENANCE

Please report any maintenance needs for the premises to the Management Company 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, pool maintenance/repairs.

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

at the premises is limited to one car. No boats, jet skis, trailers or RVs (Unless previously discussed and permitted)

TELEPHONES

are not provided

LIMITED DAMAGE WAIVER PROGRAM

1. **Terms of Waiver:** As an enrolled, Covered Guest, staying at an iTrip Franchisee property, under this plan, you will not be obligated to pay for Covered Damage (defined below) to real or personal property of the owner of the rental unit located within the rental unit occupied by the Covered Guest. When the Covered Guest purchases this plan, the property manager waives the right to charge the Covered Guest for Covered Damage to the unit as a result of your inadvertent acts or omissions during the duration of the Stay. Maximum limit of this waiver of liability is \$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 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. 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. The owner reserves the right to terminate this Agreement upon their discretion at any time.

CREDIT CARD AUTHORIZATION:

I understand and consent to the use of the credit card provided without original signature on the charge slip, I understand that by "clicking" that I have read the terms and conditions of this property, I am bound by this agreement and I have signed "electronically," and that this Credit Card Authorization cannot be revoked and will not terminate until 90 days after leased premises are vacated. Charges may include but not limited to: unauthorized long-distance telephone, 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.