

Park City Vacation Properties, Inc.

iTrip Rental Agreement

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

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

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

This Agreement will confirm your rental of Mountainside at Park City Resort | Silver Queen 1195 Lowell Avenue for _NumNights_ nights as follows:

Check-In: _CheckinDate_ _CheckinTime_

Check-Out: _CheckoutDate_ 10 am

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., the Agent of the Owners, and Tenant agree as follows: Above Tenant is at least 25 (twenty-five) years of age (an “adult”) and will be an occupant of the unit Mountainside at Park City Resort | Silver Queen 1195 Lowell Avenue during the entire reserved dates. In addition to Tenant, other authorized occupants may be family members or friends of 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, 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 up to 5:30 pm. Refunds will not be given for a delayed check in time during peak season. Reservations may be held for one (1) day. If a signed rental agreement and payment are not received within a one (1) day period from the date of the Tenant’s signature, the reservation will be cancelled.

DEPOSIT

A deposit totaling 35% of the agreed upon Total Amount is due with acceptance of rental agreement. Payment of deposit shall be deemed as acceptance of this rental agreement. Payment may be made with a major credit card. If funds are not credited within Ten days, booking will be cancelled. The deposit amount is \$ _DepositAmount_.

BALANCE

Balance is due 30 days prior to arrival date and includes a refundable damage deposit or damage waiver. The balance is due on BalanceDueDate. Payment may be made by major credit card. If not paid by the due date we may charge the card on file for the balance due.

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 \$100.00 administrative fee. GUESTS THAT DO NOT CANCEL WITHIN THE 30-DAY TIME FRAME WILL BE CHARGED THE FULL AMOUNT. There will be no refund for early departure unless authorities request mandatory evacuation. Travel Insurance is highly recommended to protect you against unforeseen circumstances. 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.

Though are not required to purchase travel insurance we strongly advise that you purchase coverage in the case of unforeseen circumstances. You may view coverage offered by our carrier at this link: TravellInsurance

DAMAGE / THEFT During your stay we ask that all members of the guest party treat the home with respect. Should damage to any item in the unit occur please report the incident to Park City Vacation Properties as soon as possible. Guests are responsible for the full cost to repair or replace any damaged or missing items and Park City Vacation Properties reserves the right to charge the guest's credit card for the full amount of any damage or theft.

HAZARDOUS PRACTICES

No barbeque grills of any kind are permitted 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 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.

FREE FUN

To enhance the vacation experience iTrip Park City has partnered with Xplorie to offer vouchers for activities for our guests. iTrip Park City will not compensate for

unused vouchers, unavailable activities or for upgrading activities / packages.

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 Park City Vacation Properties, Inc., such service may be provided at a daily fee. 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, replenishments are not included in this rental. 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 temporary outage of electricity, gas, water, cable, internet, hot tub or telephone service. Outages will be reported immediately and all efforts will be made to have them restored as soon as possible.

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 the guest risk and security is not guaranteed. 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. 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 every effort will be made to restore service 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.

KEYS

Arrangements will be made in advance for transfer of property keys on day of check-in. If the property is equipped with an electronic keyless entry unit, you will receive the password and operation instructions prior to your arrival. Lost keys or lockouts are subject to a fee.

NON-SMOKING UNIT

Smoking is strictly prohibited inside and outside of the unit. Should this policy be violated the guest agrees to pay for complete deodorizing of the unit including carpet and drapery cleaning. The minimum charge is \$400 for a violation of this policy and could be higher based on the size of the unit and extent of fumigation required.

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. 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 its contents in the same condition 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. Trashed is to be placed in garbage or recycling cans located in garage. Dirty dishes should be placed in dishwasher and cycle started on departure.

2. Furnishings are not to be removed from the premises for use outside or in other properties.
3. Reservations may not be made by or for a minor, defined as any person under the age of 25 (twenty-five).
4. Tenant and any guest of Tenant shall obey all laws of the state of Utah, as well as local laws, at all times while they are on the premises. Failure to abide by the laws of Utah or the above rules may cause 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 10, 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 interferes with neighbor's right to quiet enjoyment of their premises.

HOLD HARMLESS

Park City Vacation Properties, Inc. 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, fire, acts of God, or other reasons beyond its control.

MAINTENANCE

Please report any maintenance needs for the premises to Park City Vacation Properties, Inc. 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 or WiFi service.

LINENS/TOWELS/SUPPLIES

The Owners furnish linens and towels. Any lost or damaged linens will be deducted from your deposit. An initial supply of paper products is provided. Extra items needed are the responsibility of the Tenant. Limited cleaning supplies may be provided. We recommend that you bring any special items that you may need.

PARKING

Parking at the premise may be available but is not guaranteed. Arrangements for boats, jet skis, trailers or RVs may be made at the discretion of the owner and must be approved in advance of arrival.

CHECKOUT PROCEEDURE

Please complete the following steps on departure:

- Remove all trash and place in bins in garage.
- Remove sheets from bed and leave beside bed. There is no need to make the bed.
- Dishes must be washed or placed in dishwasher and the cycle started before leaving.
- Ensure that spa is locked and key is returned to basket near door on lower level.
- Switch off lights, fireplaces and televisions.
- Set thermostats to 67 degrees in Winter.
- Close all windows and doors. Do not lock the door from the garage to the house.

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 is 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 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 Park City Vacation Properties, Inc. and Owner 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 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.

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

Regards,

**Your Vacation Team Specialists, iTrip Park City
Park City Vacation Properties**