

State of \_\_\_\_\_

## SHORT TERM RENTAL AGREEMENT

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This Vacation Rental Short Term Lease Agreement (this "Agreement") is made by and between \_\_\_\_\_ ("Owner") and \_\_\_\_\_ ("Guest") as of the date last written on the signature page of this Agreement. Owner and Guest may be referred to individually as "Party" and collectively as "Parties." For good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

**1. Property.** The property is described as a \_\_\_\_\_ with \_\_\_\_\_ bedrooms and \_\_\_\_\_ bathrooms located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the "Property"). The Property is owned by Owner. The Property is fully furnished by Owner and equipped for light housekeeping. The following amenities are included in the Property:

A starter supply of household cleaning and hygiene products may be available in the Property for use. Guest is responsible for purchasing any additional supplies and all food and beverages.

**2. Rental Party.** All persons in the rental party will be bound by the terms of this Agreement. Only persons listed on this Agreement may stay in the Property. "Rental Party" means Guest plus the following persons:

First Name & Last Name	Relationship to Guest
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The total number of adults in the Rental Party will be \_\_\_\_\_. The total number of children in the Rental Party will be \_\_\_\_\_.

**3. Maximum Occupancy.** The maximum number of persons allowed to stay in the Property is limited to \_\_\_\_\_, unless the Owner gives prior written consent. A charge of \_\_\_\_\_ per person per night will be assessed for each person who stays in the Property in addition to the Rental Party. Guest will be charged without notice for additional persons staying in the Property and not disclosed to Owner.

**4. Visitors.** A visitor is an occupant of the Property who is not staying overnight. The total number of persons permitted in the Property at any given time, including visitors, is \_\_\_\_\_. Any visitor staying overnight is subject to additional charges. No visitor will be allowed to use the common facilities, including any pools or tennis courts, when Guest is not on the Property.

**5. Rental Period & Check-In.** The term of this lease will be from \_\_\_\_\_ (“Arrival Date”) to \_\_\_\_\_ (“Departure Date”). The Property will be ready for Guest’s occupancy beginning at \_\_\_\_\_ on the Arrival Date and the Property must be vacated by \_\_\_\_\_ on the Departure Date, unless otherwise agreed by Owner. If Guest or any member of the Rental Party remains on the Property beyond the Departure Date, Guest will be responsible to pay the rental rate prescribed in Section 8 below for the period of time between Departure Date and the actual date Guest and all members of the Rental Party vacate the Property. The Property requires a \_\_\_\_\_ night minimum stay.

**6. Keys & Access Codes.** Owner will provide Guest with \_\_\_\_\_ key(s), which will unlock the front door to the Property and \_\_\_\_\_. Guest is not allowed to make duplicate keys. A fee of \_\_\_\_\_ will be charged to Guest for failure to return a key. Any attempt to access a locked area is just cause for immediate termination of this Agreement, forfeiture of all rent paid, and Guest will be liable for any missing items or damage. Owner will provide Guest with access codes to the \_\_\_\_\_.

**7. Rental Rules & Restrictions.** Guest agrees to abide by the following restrictions by Owner:

If any person in the Rental Party fails to follow any of the Rules, the Rental Party may be asked to vacate the Property and Guest will forfeit all rent paid.

**8. Reservation Deposit and Payment.** Guest agrees to pay the rent and fees described below (the "Total Amount Due"). A deposit in the amount of \_\_\_\_\_ (the “Reservation Deposit”) is due and payable upon return of this signed Agreement in order to secure Guest’s reservation. The Reservation Deposit is non-refundable and will be applied toward the rental rate. Payment in full of the following fees, less the Reservation Deposit, will be due within \_\_\_\_\_ days before the Arrival Date.

Rental rate of _____ x _____ days	_____
Cleaning service fee	_____
State and local sales/rental taxes (_____)	_____
<b>Total Amount Due</b>	_____
(Less Reservation Deposit due immediately) (_____)	(_____)
<b>Total Balance Due</b>	_____

Acceptable payment methods are:

**9. Security Deposit.** Owner reserves the right, at its discretion, to charge a security deposit at the time of reservation in the amount of \_\_\_\_\_. This deposit will be refunded after Guest’s departure and an inspection of the Property by Owner, less any deductions for damage to the Property or furnishings, excessive mess requiring additional cleaning or other costs incurred outside the normal course due to Guest’s stay.

**10. Cancellation.** If Guest cancels the reservation less than \_\_\_\_\_ days before the Arrival Date, the Total Amount Due will be forfeited.

**11. Cleaning.** A cleaning fee of \_\_\_\_\_ will be charged to the Guest. Daily housekeeping services are not included in the rental rate. Throughout the rental period, Guest will be responsible for keeping the Property clean and in good condition. Any unsafe or dangerous condition must be reported to Owner immediately. Guest acknowledges that on the Arrival Date, the Property is in good condition, except for any defect Guest may report to Owner by the end of the first day following the Arrival Date. The Property should be left in the same condition as it was found by Guest on the Arrival Date. Guest promises to leave the Property in good repair.

**12. Furnishings.** The following furnishings will be provided with the Property: \_\_\_\_\_.

Furnishings are subject to change without notice. Furniture, bedding, kitchen equipment, utensils, and any other personal property supplied with the Property must not be removed from the Property. Loss of any items within the Property or damage to the Property or furnishings in excess of normal wear and tear will be charged to Guest. The Property will be inspected by Owner after Guest's departure. All contents of the Property are the property of Owner. If an item should break, Guest must notify Owner immediately. Guest is not permitted to alter the wiring of any television, computer, or gaming equipment.

**13. Parking.** Parking is limited to \_\_\_\_\_ spaces. Guest may only park in designated parking area. Any illegally parked cars may be subject to towing and/or fines.

**14. Mechanical Failures.** Owner attempts to properly maintain the Property. While all electrical and mechanical equipment within the Property are in good working order, Owner cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, heating, air conditioning, audio visual equipment, internet access, cable service, or appliances. Guest agrees to report any inoperative equipment or other maintenance problem to Owner immediately. Owner will make every reasonable effort to have repairs done quickly and efficiently. Guest will allow Owner or a person permitted by Owner access to the Property for purposes of repair and inspection. Owner is not responsible for any inconvenience that may occur and no refunds or rent reductions will be made due to failure of such items.

**15. Acts of God.** If there is a storm or severe weather and a mandatory evacuation order is issued by state or local authorities, Guest shall be entitled to a prorated refund for each night Guest is unable to occupy the Property. Owner will not be liable or deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

**16. Limitation on Liability.** Owner is not responsible for any accidents, injuries or illness that occur to any member of the Rental Party or Guest's visitors while in the Property or on the Property. Owner is not responsible for loss of personal belongings or valuables belonging to any member of the Rental Party or any of Guest's visitors. Guest agrees to assume the risk of any harm arising from use of the Property. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL OWNER BE LIABLE TO GUEST OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER INCLUDING ARISING OUT OF OR

RELATING TO THIS AGREEMENT OR GUEST'S RENTAL OF THE PROPERTY OR USE OF THE PROPERTY. IN NO EVENT WILL OWNER BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF OWNER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

**17. Indemnification.** Guest acknowledges that the use of the Property by the Rental Party and Guest's visitors is entirely at their own risk. Guest will indemnify and hold harmless Owner from any and all expenses, costs, damages, suits, actions, or liabilities whatsoever arising from or related to any and all loss of or damage to personal property, including injury or death resulting from the use or occupancy of the Property or the failure of any member of Rental Party or Guest's visitors to observe the rules and restrictions set forth in Paragraph 7.

**18. Violation of Agreement.** If Guest or any member of the Rental Party violates any of the terms of this Agreement, including but not limited to maximum occupancy, visitors and rental rules and restrictions, Owner may evict Guest and the Rental Party from the Property and Guest will forfeit all rent and security deposit paid.

**19. Governing Law.** This Agreement and all transactions contemplated by this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State of \_\_\_\_\_ (not including its conflicts of laws provisions). Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

**20. Amendments.** This Agreement may be amended or modified only by a written agreement signed by both Owner and Guest.

**21. No Waiver.** Neither Owner nor Guest shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

**22. Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

**23. Notices.** Any notice or communication under this Agreement must be in writing and sent via one of the following options:

**24. Successors and Assigns.** This Agreement will inure to the benefit of and be binding upon Owner, its successors and assigns, and upon Guest and its permitted successors and assigns.

**25. Entire Agreement.** This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other negotiations, understandings and representations (if any) made by and between the Parties.

**SIGNATURES**

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**Owner** Signature

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**Guest** Signature

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**Owner** Name

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**Guest** Name

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Date

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Date

