

# Vacation Rental Agreement

**PARTIES.** This Vacation Rental Agreement (hereinafter the "Agreement") is entered into on \_\_\_\_\_, 20\_\_\_\_ between the following parties:

TENANT: \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (hereinafter the "Guest"), and

LANDLORD: \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (hereinafter the "Host").

**PROPERTY.** The Host agrees to lease the described property below to the Guest, and the Guest agrees to rent from the Host the following property:

1. Property Address: \_\_\_\_\_.
2. Type of Residence:  House  Apartment  Condo  Other: \_\_\_\_\_
3. Number of Bedroom(s): \_\_\_\_\_
4. Number of Bed(s): \_\_\_\_\_
5. Number of Full Bathroom(s): \_\_\_\_\_
6. Number of Half Bathroom(s): \_\_\_\_\_
7. Pool:  Yes  No
8. Hot Tub:  Yes  No
9. Other: \_\_\_\_\_.

Hereinafter known as the "Property."

**VACATION RENTAL TERM.** The Guest shall have access to the Property under the terms of this Agreement for the following time period (hereinafter the "Rental Term"):

1. Check-In: \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_:\_\_\_\_  AM  PM
2. Check-out: \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_:\_\_\_\_  AM  PM

**PAYMENT.** The Guest shall pay the Host a total of \$\_\_\_\_\_.

1. Itemized Charges. The total due includes the following itemized charges:

- Rent: \$ \_\_\_\_\_
- Cleaning Fee: \$ \_\_\_\_\_
- Pet Fee: \$ \_\_\_\_\_
- Taxes: \$ \_\_\_\_\_
- Other \_\_\_\_\_: \$ \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_

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2. Payment Terms. The payment terms are as follows:

- Total amount of \$\_\_\_\_\_ due by \_\_\_\_\_, 20\_\_.
- Installments. Due on the \_\_\_ of each month in the amount of \$\_\_\_\_\_.

3. Deposit

- **Initial Deposit Required.** The Guest shall pay the Host \$\_\_\_\_\_ as an initial deposit of the total due upon the signing of this Agreement.

- **Initial Deposit Not Required.** The Guest is not required to provide an initial deposit upon the signing of this Agreement.

4. Payment Methods

- Debit Card
- Credit Card
- Check
- Digital Payment Service:  Paypal at \_\_\_\_\_;  Venmo at \_\_\_\_\_; or  Zelle at \_\_\_\_\_.

**SECURITY DEPOSIT.** The Guest shall be obligated to pay the following security deposit upon execution of this Agreement:

- **Security Deposit:** The guest shall pay \$\_\_\_\_\_ as a security deposit. Said security deposit is due on \_\_\_\_\_, 20\_\_. The Security Deposit shall be held to ensure the Guest's compliance with the terms and conditions of this Agreement. This Security Deposit shall not be applied towards rent. The Security Deposit shall be returned to the Guest within the State's required timeframe after the end of the Rental Term less any itemized deductions for damages, unpaid fees, excessive cleaning requirements, loss of property and any other violations of this Agreement.

- **No Security Deposit:** There is no security deposit required.

**EXCESSIVE CLEANUP.** If the Property qualifies for a "deep clean" due to excessive wear and tear from your Rental Term, a fee of \$\_\_\_\_\_ ("Excessive Cleanup Fee") shall be charged at the end of the Rental Term. The Excessive Cleanup Fee may be deducted from the Security Deposit.

**SMOKING POLICY.** Smoking on the Property is: (check one)

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- **Prohibited.**

- **Permitted** in the following limited areas: \_\_\_\_\_  
\_\_\_\_\_.

**OCCUPANCY LIMIT.** The total number of individuals staying on the Property during the Rental Term shall be a total of \_\_\_\_\_ guests. The rental rate is based on this maximum occupancy. Based on representations by the Guest, this Rental Term will consist of the following occupants:

- a.) Adults: \_\_\_\_\_
- b.) Children (Ages 3-17): \_\_\_\_\_
- c.) Babies (2 and under): \_\_\_\_\_

Occupancy exceeding the number of guests listed above is a breach of this Agreement and may be subject to termination by the Host with no refund of monies.

**PETS.** The Host: (check one)

- **Does Not Allow Pets:** No pets of any kind are allowed on the Property. If the Guest is found to have pets on the Property, this Agreement and any Security Deposit shall be forfeited. The Host also has the right to seek monies for any additional damages occurred as a result of having a pet on the property.

- **Allows Pets:** The Guest may have \_\_\_\_\_ pet(s) on the Property with a maximum limit of \_\_\_\_\_ pounds per pet. There is a pet fee in the amount of \$\_\_\_\_\_ that is  non-refundable  refundable unless there are damages related to the pet. The Guest is responsible for all damage that any pet causes, regardless of the ownership of said pet, and agrees to restore the Property to its original condition at their expense.

The following types of pets are allowed: \_\_\_\_\_.

The Guest is required, at the signing of this Agreement, to pay the above fee and provide the host with the type, number and weight of all pets.

**UTILITIES.** The Host shall be responsible for all utilities and services to the Property EXCEPT for the following which shall be the responsibility of the Guest:

\_\_\_\_\_

**TRASH DISPOSAL.** During the Rental Term guests shall dispose of their waste in the following manner: \_\_\_\_\_.

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Below are the collection days for trash and recycling at this property.

Trash: \_\_\_\_\_

Recycling: \_\_\_\_\_

**QUIET HOURS.** During the Rental Term the Guest agrees to abide by the following:

- **No Quiet Hours.** There are no quiet hours. However, the Guest must reside on the Property in a manner that respects the quiet enjoyment of any surrounding residents.

- **Quiet Hours.** Quiet hours begin at \_\_\_\_:\_\_\_\_  AM  PM each night and continue until sunrise. Quiet hours consist of no loud noise and keeping all noise at a minimum level.

**PARKING.** The Host shall provide the following parking during your Rental Term:

- \_\_\_\_ parking space(s). The parking space(s) are located at: \_\_\_\_\_  
\_\_\_\_\_.

- The Property does not have designated parking. Guests are responsible for their own parking.

**KEYS.** Upon arriving, keys shall be picked up at the following location: \_\_\_\_\_  
\_\_\_\_\_. Keys shall be returned to the same location upon checking out.

**INVENTORY AND AMENITIES.** Attached is a list of the inventory and amenities provided at this property. All items may be used by the Guest during the Rental Term and are subject to the terms and conditions set forth in this Agreement.

**HOUSE RULES.** See attached for additional house rules as well as details regarding the Check-In and Check-Out process.

**PERSON OF CONTACT.** The Host:

- **Does** have a manager on the Property that can be contacted for any emergency, maintenance, or repairs at:

Agent/Manager's Name: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

E-Mail: \_\_\_\_\_

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- **Does not** have an agent/manager on the Property, although the Host can be contacted for any emergency, maintenance, or repair at the contact information provided at the end of this Agreement.

**SUBLETTING.** The Guest shall not sublet the Property without written consent from the Host.

**MOVE-IN INSPECTION.** Upon Check-in, the Guest shall inspect the property and inform the Host of any obvious damages.

**HOST ENTRY.** The Host has the right at all reasonable times during the terms of this Agreement to enter the property if necessary for the purpose of inspection, repair or any other reasonable action. Unless an emergency, notice will be provided in accordance with applicable State law.

**MAINTENANCE AND REPAIRS.** The Guest shall maintain the Property in a good, clean, and ready-to-rent condition and use the Property in a careful and lawful manner and in accordance with the entirety of this Agreement. The Guest shall leave the Property in a ready to rent condition upon checking out, meaning that the Property should be immediately habitable by future guests. Should the property not meet these conditions, the Guest shall be responsible for paying for any maintenance and repairs. The Guest agrees that the Host shall deduct costs of said services from any Security Deposit prior to a refund if Guest causes any damage to the Property or any items listed on the attached inventory.

**QUIET ENJOYMENT.** The Guest, along with neighbors, shall enjoy each other's company in a quiet and respectful manner. The Guest is expected to behave in a respectable manner and shall be a good neighbor to any residents within the immediate area. Creating a disturbance of the area by violation of Quiet Hours, unauthorized gatherings, or any inappropriate conduct shall be grounds for immediate termination of this Agreement.

## **LIABILITY.**

1. **Host Liability.** The Guest and any of their occupants hereby indemnify and hold harmless the Host against any and all claims of personal injury or property damage or loss arising from the use of the Property, unless the loss is a direct result of the Host's actions. The Guest expressly recognizes that any insurance held by the Host does not cover the personal property of Guest and that Guest should purchase their own insurance for their guests if such coverage is desired.
2. **Guest Liability.** The Guest is liable for their own acts and the acts of anyone listed in this Agreement in addition to any occupant or guest that they allow on the Property.

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**ATTORNEY'S FEES.** The Guest agrees to pay all reasonable costs, attorney's fees, and expenses that result from the Host enforcing this agreement.

**USE OF PROPERTY.** The Guest shall use the Property for residential purposes only. The Guest is explicitly prohibited from engaging in any commercial activity on the property.

**ILLEGAL ACTIVITY.** The Guest shall use the Property for legal purposes only. Any illegal use, including but not limited to, illicit drug use, verbal or physical abuse of any person or illegal sexual behavior shall be cause for immediate termination of this Agreement with no refund.

**POSSESSIONS.** Any personal items or possessions that are left on the Property are not the responsibility of the Host. The Host shall make every reasonable effort to return the item to the Guest at the Guest's expense. If claims are not made within the State's required time period or two (2) weeks, whichever is shorter, the Host shall be able to keep or discard said items.

**HAZARDOUS MATERIALS.** At the Property, the Guest shall not possess any items that may be considered a fire hazard, other than items for cooking or the operation of an appliance. These items include, but are not limited to, gasoline, compressed gas, propane, kerosene, motor oil, fireworks, ammunition, or any other similar item whether in the form of a liquid, solid, or gas.

**CANCELLATION.** If Guest cancels their reservation within \_\_\_ days of the start of the Rental Term, any initial payments made by the Guest are forfeited.

**REFUNDS.** The Host shall not provide a refund due to a shortened stay and/or poor experience that resulted from unfavorable weather conditions, an Act of God, or anything outside the control of the Host.

**NOTICES.** All notices shall be sent by the Host or Guest using the contact information provided at the end of this Agreement.

**POSSESSION & SURRENDER.** Guests shall be entitled to the possession of the Property at the Check-in date and time set forth in the "Vacation Rental Term" Section of this Agreement. Upon the designated Check-out date and time set forth in the same section of this Agreement, Guest shall peaceably surrender the Property to the Host in the condition it was provided, excluding reasonable wear and tear.

**JOINT AND SEVERAL.** If there is more than one Guest, all Guests shall be jointly and severally liable under this Agreement.

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**LEAD BASED PAINT.** The Property:

- Was built prior to 1978. Attached and affixed to this agreement is the following addendum: "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards." This addendum must be initialed and signed by all Parties.

- Was not built prior to 1978.

**GOVERNING LAW.** This Agreement shall be governed and subject to the laws of the State of \_\_\_\_\_.

**WAIVER.** A delay or failure by the Host to enforce any section of this Agreement shall not be deemed as a waiver of any violation. In addition, acceptance of any partial payment of rent, or any other amount due, shall not be deemed a waiver of the Host's right to then entire amount set forth in this Agreement.

**ADDITIONAL PROVISIONS.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**SEVERABILITY.** If any provision of this Agreement, or the application thereof, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

**ENTIRE AGREEMENT.** This Agreement contains all of the terms and conditions agreed to by the parties. It may only be modified or amended by written agreement, signed by all parties to this Agreement. This Agreement replaces all previous discussions and agreements, whether oral or written. The Parties agree to all terms and conditions of this Agreement and shall be bound until the termination of the Agreement.

**SIGNATURES.** IN WITNESS THEREOF, the Parties agree to the entirety of this Agreement, executed on the day set forth above.

\_\_\_\_\_  
**HOST SIGNATURE**

\_\_\_\_\_  
**DATE**

Host Name: \_\_\_\_\_

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Host Address: \_\_\_\_\_

Host Phone Number: \_\_\_\_\_

Host Email Address: \_\_\_\_\_

\_\_\_\_\_  
**GUEST SIGNATURE**

\_\_\_\_\_  
**DATE**

Guest Name: \_\_\_\_\_

Guest Address: \_\_\_\_\_

Guest Phone Number: \_\_\_\_\_

Guest Email Address: \_\_\_\_\_

\_\_\_\_\_  
**GUEST SIGNATURE**

\_\_\_\_\_  
**DATE**

Guest Name: \_\_\_\_\_

Guest Address: \_\_\_\_\_

Guest Phone Number: \_\_\_\_\_

Guest Email Address: \_\_\_\_\_