

Please read: This agreement is a sample form only. You should have local legal counsel review and revise as necessary for compliance with federal, state and local law and your particular circumstances. For your convenience there are options A and B suggested below that you may choose depending on your property or practices. Items listed in red should be entered by the homeowner as it pertains to your property. You should also revise as necessary to accurately represent your property, rules, features, etc. This agreement is not a substitute for the advice of an attorney.

SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the “*Agreement*”) is made by and between _____ (“*Homeowner*”) and _____ (“*Guest*”) as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property. The property is located at:

The property is furnished and includes _____ [list appliances and other provided items like linens, towels, etc.]

2. Rental Party: The rental party shall consist of Guest and the following persons:

3. Maximum Occupancy: The maximum number of guests is limited to **X** persons. An additional charge or **\$X** per person per night for guests in addition to **X** will be assessed.

4. Term of the Lease. The lease begins at _____ p.m. on _____ (the “*Check-in Date*”) and ends at _____ a.m. on _____ (the “*Checkout Date*”).

5. Minimum Stay: This property requires a **X** night minimum stay. Longer minimum stays may be required during holiday periods. If a rental is taken for less than **X** days, the guest will be charged the **X-night** rate.

6. Rental Rules: Guest agrees to abide by the **Rental Rules** attached as **Exhibit A** at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property.

7. Access: Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner..

8. Rental Rate and Fees

a. Deposit: A deposit of \$_____ is due at least ____ days prior to the Check-In Date.

Option A: The deposit is for security and shall be refunded within ____ days of the Checkout Date provided no deductions are made due to:

- i. damage to the property or furnishings;
- ii. dirt or other mess requiring excessive cleaning; or
- iii. any other cost incurred by Homeowner due to Guest's stay.

Option B: The deposit is non-refundable and applied toward the rental fees.

If the premises appear dirty or damaged upon Check-in, Guest shall inform Homeowner immediately.

b. Rental Rate. Payment in full of the following fees shall be due within ____ days of the Check-in Date:

\$ _____ per night x _____ nights = \$ _____	
Cleaning fee	\$ _____
Sales Tax	\$ _____
Less deposit	\$(_____)
TOTAL Due	\$ _____

9. Cancellation Policy: If Guest wishes to cancel his/her reservation, the **deposit** will be refunded as follows:

_____% if cancelled ____ days prior to the Check-in Date
_____% if cancelled ____ days prior to the Check-in Date

10. Insurance: We encourage all renters to purchase traveler insurance. Below are some references you may contact to purchase such insurance:

11. Payment: Acceptable payment methods are **[personal check or credit card]**. If you wish to use a credit card, please provide the following information.

Name on credit card: _____ Type: _____

Credit card billing address: _____

City _____ State _____ Zip Code _____

Credit Card Number _____

Exp date _____ CVV (Security) Code _____

By my signature below, I hereby give permission to charge my credit card for the amounts above. I agree that all rental monies are non-refundable per cancellation policy above. I have read my rights to purchase travel insurance.

[Rest of page intentionally left blank]

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below.

Homeowner

Guest:

[electronic or manual signature]:

Name (print) _____

Name (print): _____

Date: _____

Date: _____

Phone # (during stay):

Phone # (during stay):

Exhibit A

RENTAL RULES

[Revise as applicable for your property]

1. Smoking is NOT allowed **OR** Smoking is allowed outside only.
2. People other than those in the Guest party set forth above may not stay overnight in the property. Any other person in the property is the sole responsibility of Guest. Guests are not allowed to exceed the occupancy limit agreed to above.
3. Guests should not create excessive noise at a level that disturbs neighbors; Code-enforced neighborhood quiet hours are from 10:00p.m. – 8:00a.m.
4. All of the units are privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
5. Keep the property and all furnishings in good order
6. Only use appliances for their intended uses
7. Pets are NOT allowed. **OR** PETS are permitted only with prior approval and the *Pet Addendum* must be completed.
8. Parking:

Option A: PARKING – Parking is limited to _____ vehicle(s). Vehicles are to be parked in designated parking areas only. Parking on the road is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.

Option B: PARKING PASSES – Parking passes are located inside the unit. Renters must display parking pass on the rear view mirror at all times. Failure to display may result in towing of vehicle at renter's expense. Leave the parking passes inside the unit upon departure.

9. Housekeeping: There is no daily housekeeping service. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We suggest you bring beach towels. We do not permit towels or linens to be taken from the units.
10. Garbage: Any garbage must be stowed in the proper garbage or recycling receptacle, located at the side of the house.
11. Hot Tub: [No children under the age of ___ permitted in hot tubs at any time] [without adult supervision]. When using the hot tub, remember there is a certain health risk associated with this facility. Use at your own risk. Our housekeepers drain, sanitize, refill and replenish chemicals in

all tubs prior to your arrival; therefore, it may not be warm until later that evening. [DO NOT STAND ON THE HOT TUB COVERS. Hot tub covers are for insulation purposes and are not designed to support a person or persons. They will break and you may be charged for replacement.] Remember when not using the hot tub, leave cover on so hot tub will stay warm.

12. Fireplace: The fireplace is a non-vented propane gas log fired firebox. Please do not throw any paper or other combustible materials in the fireplace.] [Fireplaces are turned off from _____; they are not operational during this time of the year.]

13. Water and Septic: The [cabin/property] is on a well and septic systems. The mineral content in the water is high. During a drought, the well water may have an odor. The septic system is very effective; however, it will clog up if improper material is flushed. DO NOT FLUSH anything other than toilet paper. No feminine products should be flushed at anytime. If it is found that feminine products have been flushed and clog the septic system, you could be charged damages of up to _____.]

14. Storms:

Option A: If there is a storm or hurricane, no refunds will be given unless:

- The state or local authorities order mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or
- A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest.
- The day that the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:
 - Any unused portion of rent from a guest currently registered;
 - Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten the stay, to come in after the Hurricane Warning is lifted; and
 - Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.

Option B: No refunds will be given for storms. [Mountain roads can be curvy and steep. Gravel drives are well maintained; however, we highly recommend four wheel drive and/or chains during the snow months. We do not refund due to road conditions.]