

## SHORT-TERM RENTAL CONTRACT

THIS SHORT-TERM RENTAL CONTRACT (“Contract”) is dated \_\_\_\_\_  
and is between \_\_\_\_\_ (“Host”) and \_\_\_\_\_  
 (“Guest”).

1. **Welcome.** Welcome! And thank you for booking the vacation rental property (the “Property”). We wish you *THE BEST* vacation at the Property! Please be sure to read this Contract carefully, and please let the Host know if you have any questions. Please also carefully read, sign, and remit to Host, any separate Terms & Conditions, Privacy Policy, Policies, Rules & Regulations, and/or other contracts or agreements that have been provided to you or made available to you relating to your stay at the Property. Please feel free to contact the Host at any time:

Host’s Name:

\_\_\_\_\_

Host’s Phone number(s):

\_\_\_\_\_

Host’s Email Address:

\_\_\_\_\_

2. **Property.** The Property is known by street address, and is described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Directions to the Property:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OR:

- The Property address and directions will be provided to Guest approximately five (5) days before Guest’s scheduled arrival date. If Guest needs the Property’s address or directions sooner, please contact the Host.

The Property consists of \_\_\_\_\_ bedrooms and \_\_\_\_\_ bathrooms and sleeps up to \_\_\_\_\_ people. Photos and more details about the Property and its amenities can be found on the website \_\_\_\_\_. If you would like to request any special accommodations, please let Host know sufficiently in advance of your arrival date, and we will try to accommodate your request.



Access:

- Instructions on how to unlock the door and access the Property:

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- Access instructions will be provided separately.

Wi-Fi Password:

- The Wi-Fi Password is \_\_\_\_\_

- The Wi-Fi Password will be provided separately.

3. **Dates; Check-In/ Check-Out Times.** You are booked for the following days:

\_\_\_\_\_. Check-in begins at \_\_\_\_\_.  
On the day of your departure, you must check-out no later than \_\_\_\_\_.

Check-in and Check-out times are strict and must be adhered to by Guest because the time allows our cleaning and maintenance staff to properly clean, sanitize, and maintain the Property between guests. If you would like to request greater flexibility in your Check-in and/or Check-Out times, please contact the Host. In some but not all instances, Host may be able to accommodate your request.

4. **Condition of the Property.** The Host cares very much about the condition, cleanliness, and sanitization of the Property. Before your stay, the Property has been sanitized in accordance with CDC recommendations regarding Covid-19. If you notice any damage or other problem with the Property, such as housekeeping issues or hazardous conditions, or if there is any significant inconsistency between the condition of the Property in its online listing and its actual condition, please notify the Host right away and the Host will endeavor to address the situation promptly to your satisfaction. However, please note that shared common facilities (such as a community swimming pool, for example) are not the responsibility of Host, and Host may have no ability to address problems with any common facilities.

5. **Names of Guests.** Please indicate the names of all persons who will be staying at the property, including ages of any children.

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**Maximum Occupancy:** No more than \_\_\_\_ guests (including daytime and overnight use) are permitted at the Property. Violation of the maximum occupancy limit may subject Guest to additional fees, constitutes an Event of Default, and may result in termination of this Contract and immediate removal of Guest and all other persons from the Property without refund.



**6. Payment Terms, Deposit and Cancellations.** The rental charge for your stay at the Property is itemized below. Payment in full is due not less than \_\_\_\_ days prior to Guest's arrival at the Property.

\$ \_\_\_\_\_ Rental Charge for \_\_\_\_\_ [insert date range]  
\$ \_\_\_\_\_ Cleaning Fee (nonrefundable)  
\$ \_\_\_\_\_ Security Deposit (refundable within 30 days after Check-Out)  
\$ \_\_\_\_\_ Other [Explain \_\_\_\_\_ ]  
\$ \_\_\_\_\_ Other [Explain \_\_\_\_\_ ]

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\$: \_\_\_\_\_ TOTAL DUE PRIOR TO ARRIVAL

**Cancellations** [Host to check the applicable box]:

- In the event Guest needs to cancel the reservation, \$ \_\_\_\_\_ of the Rental Charge is refundable through \_\_\_\_\_. Thereafter, the Rental Charge is nonrefundable.
- The Rental Charge is fully non-refundable once paid.
- Other nonrefundable fees [Explain \_\_\_\_\_ ]

After this Contract has been signed by Host and Guest, Host has no obligation to accommodate requests for changes in the dates of the Guest's stay at the Property. Host recommends that Guest purchase a separate policy of Travel Insurance to protect itself in the event Guest needs to cancel this booking. If you elect to purchase Travel Insurance, any Travel Insurance will be provided through a separate insurance company and Host will not be involved in any claims made under such policy.

**7. Policies, Rules and Regulations.** Guest and all persons at the Property must comply at all times with the Policies, Rules and Regulations, which shall be provided to Guest separately prior to your stay. Such Policies, Rules and Regulations may address such matters, without limitation, as large groups, parties, noise restrictions, smoking/vaping, pets, parking, use of swimming pool, hot tub, fireplace or other facilities, departure requirements, Home Owner's Association requirements, and other topics. Please read the Policies, Rules and Regulations carefully before your stay begins and keep them handy at all times during your stay at the Property. Call the Host if you have any questions about the Policies, Rules & Regulations. In addition, Guest and all persons using the Property must at all times comply with applicable laws, regulations, and ordinances and shall not commit any illegal activity at the Property. Failure to comply with the Policies, Rules and Regulations, or violation of the law, constitutes an immediate Event of Default under this Contract and may allow Host the right to immediately, without prior notice or demand, cancel and terminate



this Agreement, without refund. Violation of the law or the Policies, Rules and Regulations may also result in additional fees. In the event Host cancels and terminates this Agreement due to violation of the Policies Rules and Regulation or violation of the law, Guest and all other persons must immediately vacate and depart from the Premises.

8. **Guest's Departure Duties.** Guest is expected to leave the Property in good order and cleanliness (even though a cleaning deposit may have been paid).

Instructions for Departure:

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Key: 

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Please be careful to take all of your items. Don't forget chargers and devices, bathroom items, leftover food, and clothing you may have hung up in the closet or placed in dresser drawers. Any personal property, clothing, toiletries, personal effects, or the like left behind after Check-Out may be deemed abandoned by Host, and Host reserves the right to promptly dispose of same without any liability.

9. **Damage to the Property; Indemnification.** Guest shall be liable for any damage caused to the Property during Guest's stay, and Guest hereby agrees to indemnify, reimburse and hold Host harmless of and from any damage, claim, injury, liability, cost or other expense whatsoever relating to Guest's use of the Property, including any use by anyone in Guest's party, as well as any violation of the Policy, Rules and Regulations or the law. Host has the right to apply all or any portion of the Security Deposit towards any such damages. Guest hereby grants Host the right to charge Guest's credit card on file for any such damages. Host shall provide Guest with an itemized statement of the damages.

10. **Assumption of the Risk.** Guest assumes all risk relating Guest's use of the Property, and the use of the Property by any other person within Guest's party, including without limitation, use of any swimming pool, hot tub, fireplace, and any other feature or amenity of the Property.

11. **Host Access to the Property.** The Host reserves the right to access the Property at all times, upon prior notice to Guest. Such access may be necessary in order for Host to address any maintenance related issues you report. Prior notice is not required in the event of an emergency situation.

12. **Additional Provisions.**

(a) Guest acknowledges and understands that this is a short-term rental and not a "lease" of the Property. Guest is not deemed a tenant under applicable landlord/tenant laws or regulations and is



not entitled to the processes afforded to tenants under such laws. Guest has no property rights in the Property. Guest shall not assign or sublet the Property or any rights under this Contract.

**(b)** If any false information was provided in connection with the booking of the Property (such as, without limitation, false name or age of Guest), Host reserves the right to cancel the booking and/or declare this Contract in default. There shall be no refunds in such an event.

**(c)** The Property is for short-term residential use only, and all commercial uses are prohibited.

**(d)** If an event occurs outside of the reasonable control of Host and cancellation of this booking by Host is necessary, such as, without limitation, due to war, riot, extreme weather condition, or pandemic (a “force majeure event”), Host shall have the right to cancel this booking. Host shall provide Guest as much advance notice as is possible, and Host shall have no liability for cancellation due to a force majeure event.

**(e)** Any dispute under this Contract, if not settled by negotiation between the parties, shall be subject to non-binding mediation before an independent mediator selected by the parties. Any demand for mediation shall be made in writing and served upon the other party to the dispute, by certified mail, return receipt requested, at the address set forth herein, or at such party’s last known address. The demand for mediation shall set forth with reasonable specificity the basis of the dispute and the relief sought. The mediation hearing will occur at a time and place convenient to the Parties within \_\_\_\_\_ County, \_\_\_\_\_ (or by virtual hearing if necessary), within 30 days of the date of selection or appointment of the mediator.

**(g)** This Contract represents the entire agreement between the parties with regard to the subject matter hereof. Any amendment to this Contract must be in writing. The prevailing party in any litigation action shall be entitled to recover such party’s reasonable attorney’s fees from the other party.

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IN WITNESS WHEREOF, the undersigned execute this Contract as of the date set forth above:

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

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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