

# VACATION RENTAL AGREEMENT

## **Background**

- A. This is an agreement ('The Agreement') for a Short-Term Lease according to the terms set out below.
- B. The Landlord, the Tenant and the Premises are as set out in Schedule 1 of this Agreement.
- C. Collectively, the Landlord and Tenant will be referred to as 'The Parties'.

**IN CONSIDERATION OF** the Landlord letting and the Tenant renting the Premises, both parties agree to keep, perform and fulfil the following promises, conditions and agreements:

## **Period and Guests**

1. The Total Number of People in Renting Party is set out in Schedule 1.
2. The Renting Party will not exceed the Maximum Renting Party Number set out in Schedule 1.
3. The Rental Period begins at the Check In Date and Time specified in Schedule 1. It will end at the Check Out Date and Time specified in Schedule 1.

## **Rental Amount**

4. The Total Rental Amount for the period, in US Dollars, is set out in Schedule 1.
5. The Nightly Rental Amount is also set out, in US Dollars, in Schedule 1.

## **Fees, Taxes and Deposit**

6. The Tenant undertakes to pay, to the Landlord, the required fees, taxes and deposit as set out in Schedule 1 by the Check In Date and Time unless otherwise agreed with the Landlord.

## **Termination**

7. The Landlord has the right to inspect the premises with prior notice as stated with the applicable State laws. Should the Tenant violate any of the terms of this agreement, the rental period shall be terminated immediately in accordance with State law. The Tenants waive all rights to process if they fail to vacate the premises upon termination of the rental period. The Tenants shall vacate the premises at the Check Out Date and Time.

## **Phone Calls**

8. Phone calls shall be billed to the Tenant and deducted from their Security Deposit at the end of the rental period.

## **Maintenance and Repairs**

9. The Tenants shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. The tenants shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Landlord as being immediately habitable by the next tenants. Tenants shall pay for maintenance and repairs should the premises be left in a lesser condition. The tenants agree that the Landlord shall deduct costs of said services from the security deposit prior to refund if tenants cause damage to the premises or its furnishings.

## **Trash**

10. The Tenants shall dispose of all waste material generated during the rental period in any area that the Landlord shall reasonably instruct them to in line with the House Rules.

### **Pets**

11. The Tenants will bring no animals or pets of any kind onto the Premises without the express written permission of the Landlord.
12. The Landlord may notify the Tenants of an additional deposit to be paid if animals or pets are to be brought onto the Premises.
13. The Landlord will be treated as giving express written permission, for the purposes of Clause 11 of this Agreement, if the House Rules allow animals or pets to be brought onto the Premises.

### **Subletting**

14. The Tenants will not sublet the Premises without the express written permission of the Landlord.
15. The Landlord will be treated as giving express written permission, for the purposes of Clause 14 of this Agreement, if the House Rules allow for subletting of the Premises.

### **Quiet Enjoyment**

16. The Tenants shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Tenants shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and Tenants shall then immediately vacate the premises.
17. The Tenants undertake to abide by any period of Quiet Time notified to them by the Landlord.
18. For the purposes of Clause 17 of this Agreement, the Landlord will be taken to have notified the Tenants of Quiet Time if such notification is included in the House Rules.

### **Smoking**

19. The Tenants will not smoke inside the property without the express written permission of the Landlord.
20. The Landlord will be treated as giving express written permission, for the purposes of Clause 19 of this Agreement, if the House Rules allow smoking in the Premises.

### **Essentials**

21. The Landlord will provide the items listed as Essentials in Schedule 1 to the Tenant upon arrival.

### **Landlord's Liability**

22. The Tenants and Tenants' Guests shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Tenants expressly recognize that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenants, and that Tenants should purchase their own insurance for Tenants and Guests if such coverage is desired.

### **Rental Deposit**

23. Amount is fully refundable up until 7 days prior to the Check In Date and Time. After this date, the Landlord shall have the right to retain the initial Rental Deposit at the Landlord's discretion.

### **Attorney's Fees**

24. Tenants agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Landlord enforcing this agreement.

#### **Use of Property**

25. Tenants expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Tenants do not intend to make the property a residence or household.

#### **Shortened Stays and Conditions**

26. There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions.

#### **Showings**

27. If the property should be put up for Sale, it may be shown to qualified buyers during the Tenant's stay. Every effort will be made to schedule the showing at a convenient time and not interrupt the Tenant's term. Tenant shall allow reasonable viewings of the home between 9 am and 8 PM whether they may be present or not.

#### **Firearms**

28. Only legally owned and permitted firearms shall be allowed on the premises according to State and local laws.

#### **Fireworks**

29. Tenant agrees that Fireworks and other hazardous materials shall not be used in or around the property.

#### **Illegal Use**

30. Tenant shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc. shall cause termination of this agreement with no refund of rents or deposits.

#### **Fire Alarms**

31. If the property has fire alarms the Tenant must notify the Landlord without delay if a fire alarm "chirps" or has a low battery condition.

#### **Possessions**

32. Valuable items left behind by tenant will be held for the tenant and every reasonable effort will be made to contact the tenant for return. If items are not claimed for longer than 6 months they shall become the property of the Landlord. The Landlord shall not be held liable for condition of said items.

#### **Cable TV**

33. Cable TV is provided at the discretion of the Landlord. The level of service is chosen by the Landlord. No refund of rents shall be given for outages, content, lack of content, or personal preferences with regard to cable TV service.

#### **Internet**

34. Internet service is provided at the discretion of the Landlord as a convenience only and is not integral to the agreement. No refund of rents shall be given for outages, content, lack of content,

speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service.

**Landlord Contact Details**

35. The Landlord's contact details are set out in Schedule 1.

**Notices**

36. Notices are to be provided, in writing, to the address for each of the Parties set out in Schedule 1.

37. Notices may be delivered by Personal Service or through the United States Postal Service.

**House Rules**

38. The Tenants undertake to comply with the House Rules notified to them from time to time by the Landlord and agree that such House Rules shall be incorporated into this Agreement.

**Governing Law**

39. This Agreement is governed by the laws of the State in which the Premises stand. In the event of uncertainty over where the Premises stand, the Landlord shall nominate the state of Jurisdiction and Governing Law.

**Schedule 1**

<b>Date of Agreement</b>	
<b>Landlord's Name</b>	
<b>Landlord's Address</b>	
<b>Landlord's Email Address</b>	
<b>Landlord's Telephone Number</b>	
<b>Tenant's Name</b>	
<b>Tenant's Address</b>	
<b>Tenant's Email Address</b>	

<b>Tenant's Phone Number</b>	
<b>Premises Address</b>	
<b>Total Size of Renting Party</b>	Adults Children Total
<b>Maximum Renting Party Number</b>	Adults Children Total
<b>Check In Date and Time</b>	
<b>Check Out Date and Time</b>	
<b>Total Rental Amount</b>	
<b>Nightly Rental Amount</b>	
<b>Essential Items to be provided by Landlord (if not enough space, attach as Exhibit A)</b>	
<b>House Rules (if not enough space, attach as Exhibit B)</b>	

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on the Agreement Date as specified in Schedule 1.

\_\_\_\_\_  
Landlord

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Tenant

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**Witness**

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**Witness**