

SHORT-TERM VACATION RENTAL AGREEMENT

This **Short-Term Vacation Rental Agreement ("Agreement")** becomes effective as of [date], entered into by the following parties:

PARTIES

TENANT: [Name], currently residing at [Mailing Address] (referred to herein as the "Tenant")

and

LANDLORD: [Name], currently residing at [Mailing Address] (referred to herein as the "Landlord").

THE PREMISES.

Herein, the Landlord undertakes to lease the property detailed below to the Tenant, who agrees to rent the property:

Mailing Address: [Address]

Type of Residence: Apartment House Condo Other: _____

Bedroom(s): _____

Bathroom(s): _____

Other: _____.

Hereinafter referred to as the "**Premises.**"

TERM OF LEASE.

As set forth in this Agreement, the Tenant shall have access to the Premises for the following period: (select one)

- **Fixed Term.** Tenant shall have the right to occupy the Premises Start date _____, 20____ at _____:____ AM PM
- End date _____, 20____ at _____:____ AM PM ("Lease Term").
- **Monthly Lease.** In accordance with this Lease, the Tenant shall be permitted to occupy the Premises on a month-to-month basis starting on _____, 20____, until notified otherwise in writing by either party ("Lease Term").

1. **QUIET HOURS.** Landlord's requirements: (select one)

- **No Quiet Hours.** No quiet hours are observed. However, the tenant must live on the premises in consideration of the surrounding residents' quiet enjoyment.

- **Quiet Hours.** There are quiet hours between ____:____ AM PM every night until daybreak. The quiet hours entail no music and keeping all audio at a minimum level in consideration of the nearby residents.

2. **OCCUPANTS.** During the Lease Term, the Premises shall accommodate a total of ____ guests.

The Landlord may terminate this agreement if there are more guests than those listed above on the Premises.

3. **RENT.** Payment to the Landlord shall be made by the Tenant as follows:

- **Fixed Amount.** During the Lease Term, the Tenant shall pay the Landlord \$_____ ("Rent"). Upon execution of this Agreement, the Rent becomes due.

- **Monthly Amount.** For the Lease Term, the Tenant shall pay \$_____ in equal monthly installments to the Landlord. These installments are due each month according to these instructions:

_____.

The first (1st) month's rent is due upon the execution of this Agreement.

4. **UTILITIES.** All utilities and services to the Premises shall be paid for by the Landlord EXCEPT for the following: _____

_____.

5. **SECURITY DEPOSIT.** Upon the execution of this Agreement, the Tenant is responsible for a payment of the following amounts: (select one)

- **No Security Deposit:** No deposit is required for the security of this Agreement ("Security Deposit").

- **Security Deposit:** \$_____ ("Security Deposit"). A Security Deposit is required to ensure the Tenant's faithful performance of the terms and conditions of this agreement. A Security Deposit must be paid by the Tenant upon execution of this Agreement. Tenant shall receive the Security Deposit less any itemized deductions within the state's requirements after end of Lease Term. Rent shall not be credited against this Security Deposit unless the Landlord consents in writing.

6. **PETS.** The Landlord: (select one)

- **No pets allowed:** There are no pets allowed on the Premises. There will be forfeiture of this Agreement and any Security Deposit if the Tenant has pets on the Premises.

Pets allowed: The Tenant may bring ___ pet(s) to the premises with a maximum weight of ___ pounds per pet. For the right to have pet(s) on the Premises, the Landlord shall charge a fee of \$_____ that is

non-refundable

refundable unless there are pet-related damages.

If a pet damages the Premises, regardless of its ownership, the Tenant is responsible for the repairs at their expense.

7. **PARKING.** The Landlord: (select one)

Parking is provided

For an additional fee of \$_____ each month, the Owner shall provide ___ parking spaces to the Tenant. Parking space(s) are described as follows: [DESCRIBE PARKING SPACE]

- **Parking is not provided.**

8. **FEES.** This agreement is subject to the following fees being paid by the Tenant at the time of execution: (select all that apply)

- **Cleaning Fee:** \$ _____

- **Taxes:** \$ _____

- **Other.** _____ \$ _____

- **Other.** _____ \$ _____

9. **PARTY CLEANUP.**

A fee of \$_____ (Party Cleanup Fee) shall be charged if the Premises require a deep cleaning due to the amount of "wear and tear" from a large gathering or party. A deduction may be made from the Security Deposit to cover the Party Cleanup Fee.

10. **SMOKING POLICY.** On-premises smoking is: (select one)

- **Prohibited.**

- **Allowed ONLY** in these areas: _____
_____.

11. **PERSON OF CONTACT.** The Landlord: (select one)

Maintains a manager/agent on site for service-related issues whose contact information is:

Name: _____

Phone: (____) ____ - _____

E-Mail: _____

- Does not maintain a manager/agent on site for service-related issues, however, the Landlord can be contacted in case of an emergency, maintenance issue, or repair request:

Name of landlord: _____

Phone: (____) ____-_____

E-Mail: _____

12. **SUBLETTING.** The Tenant: (select one)

Sublease rights are available to the tenant. In each case, the subtenant is: (select one)

Pre-approval by the landlord is required before occupancy.

Landlord approval is not required.

- **Cannot** sublet the premises.

13. **MOVE-IN INSPECTION.** In advance of, at the time of, or shortly after the tenant takes possession, the Landlord and tenant shall: (select one)

- **Inspect** the premises and make a move-in checklist of any damage or repairs necessary.

- **Shall not** conduct a pre-move-in inspection of the premises

14. **INSPECTION.** State law provides the Landlord with the right to inspect the Premises with prior notice. Under state law, any violation of this agreement by the Tenant will immediately terminate the rental period. Upon failure to vacate the premises at the end of the rental period, the Tenant waives all rights to process. The tenant will vacate the premises after the expiration of this agreement.

15. **MAINTENANCE AND REPAIRS.** The Tenant is responsible for maintaining the Premises in a clean, well-organized, and ready-to-rent condition and for using the Premises legally and safely. When this Agreement expires, the Tenant is responsible for leaving the Premises in a habitable condition for the next tenant, as determined by the Landlord. Maintenance and repairs will be the Tenant's responsibility if the premises remain in a less-than-satisfactory condition. Before refunding the Security Deposit, the tenant agrees that the Landlord will deduct the cost of repairs if there are damages to the Premises or its furnishings.

16. **TRASH.** All waste generated during the Lease Term must be disposed of in accordance with the landlord's strict instructions and directions.

17. **QUIET ENJOYMENT.** The Tenant and neighbors shall enjoy each other's company in a quiet and respectful manner. Tenants are expected to behave

civilly and be good neighbors with any residents of the immediate area. If large gatherings or parties create a disturbance in the area, this Agreement will be terminated immediately.

- 18. **LANDLORD'S LIABILITY.** Tenant and guests hereby indemnify and hold harmless the Landlord from any and all claims of personal injury or property damage. Landlord's property insurance does not cover Tenant's personal property. In order to provide such coverage, the tenant must purchase their own insurance for their guests.
- 19. **ATTORNEY'S FEES.** It is the Tenant's responsibility to cover all reasonable costs, attorney's fees, and expenses that the Landlord may incur in enforcing this agreement.
- 20. **USE OF PREMISES.** The Premises shall only be used by the Tenant for residential purposes. Tenants are not to engage in any commercial activity or sell products or services on the Premises.
- 21. **ILLEGAL ACTIVITY.** The Tenant shall only use the premises for legal purposes. The agreement will be immediately terminated without refund of pre-paid rent if any other use is discovered, including illicit drug use, verbal abuse, physical abuse, or illegal sexual behavior.
- 22. **POSSESSIONS.** Personal belongings left on the property are not the responsibility of the landlord. An item should be returned to a Tenant by the Landlord using all reasonable efforts. If claims are not made within the required timeframe or two (2) weeks, the Landlord may keep the items for personal use or sale.
- 23. **GOVERNING LAW.** This Agreement will be governed and interpreted by the laws of the jurisdiction of the Premises.

Signature of Landlord: _____ **Date:** _____

Print Name: _____

Signature of Tenant: _____ **Date:** _____

Print Name: _____

Signature of Tenant: _____ **Date:** _____

Print Name: _____