

Vacation Rental Agreement Template

Short term rental leases are a great way to protect yourself and your business, as well as the owners that trust you with their properties. While some listing sites and OTAs have built-in short term leases in their terms and conditions it's always a best to use your own. You'll also need one if you plan on implementing direct bookings.

Now where to start? You can look at the example below and add sections that are specific to your properties. Also don't forget to check your local ordinances, municipal bylaws, and state and federal laws related to vacation rentals. Finally, once you've written a good short term rental agreement, run it by a legal professional to make sure you haven't missed anything critical.

Sample short-term rental agreement

1. TERM: The term of occupancy shall begin on [ARRIVAL DATE] and end on [DEPARTURE DATE] strictly for the number of nights outlined in the confirmed booking/reservation. The property will be ready for occupancy no earlier than [CHECK IN TIME] on the [ARRIVAL DATE] and must be vacated no later than [CHECK OUT TIME] on the [DEPARTURE DATE].
2. RENT: The reservation total, applicable fees and security deposit shall be paid in full prior to the check-in time on the arrival date. Bookings/reservations not paid in full by the check in time on the arrival date shall be deemed null and void and all deposits will be forfeited by the Guest.
3. LIMITED OCCUPANCY: Maximum occupancy is limited to the number of individuals listed on the pre-arrival form. If Host concludes that this policy has been breached, Host reserves the right to expel the entire party with no refund.
4. NON-DISTURBANCE CLAUSE: Guest and their guests shall not disturb, annoy, endanger (fireworks) or inconvenience neighbors, or use the premises for any unlawful purposes.
5. CARE OF PREMISES/DAMAGES: NO PETS ALLOWED. NO SMOKING PERMITTED IN HOUSE. Violation of these or any of the House Rules constitutes grounds for automatic eviction plus forfeit of deposit and all booking/reservation cost if violated. Guest agrees to pay Host for any damages to the property, grounds, furnishings, household items, pool, or hot tub caused by Guest during its occupancy. This will include payment of any additional cleaning charges incurred due to Guest's occupancy.

6. HOST'S RIGHTS: Guest agrees that if the conditions and limitations set forth herein are not met, Host shall have the right to cancel this agreement and may enter the Property, either by statutory proceedings or by force, to inspect the Property and ensure that Guest has vacated the Property. All monies paid by Guest shall be forfeited as liquidated damages.

7. INDEMNITY CLAUSE: Guest hereby agrees to Indemnify and hold Host harmless from all claims, including those of third parties, arising out of or in any way related to Guest's use of Property or the items of personal property provided therein. Guest assumes all risk of injury or other losses relating to any recreational activities, including use of the private swimming pool and hot tub on the Property and will hold Host harmless with respect thereto.

8. NO SUBLetting: Guest may not sublet or assign this Agreement for all or any part of the premises under any circumstances.

9. REPAIRS AND MAINTENANCE: The Property is reserved with the Host's furniture and household furnishings. Host shall not be responsible for providing additional furnishings or equipment not presently available in Property. Guest will report any maintenance issues immediately to the Host. Host will make every effort to repair and/or replace any equipment that is not working properly, but cannot guarantee that all equipment will be in good operating order at all times and no rate adjustments or refund will be made for equipment or appliance failures.

10. CANCELLATIONS: The following conditions apply to the cancellation of all confirmed bookings/reservations.

11. PARKING: [OUTLINE PARKING RULES AND INSTRUCTIONS]

Guest and Host, by signing this Rental Agreement, acknowledge that they will comply with the terms of this agreement, and each assumes the responsibility for the obligations set forth herein. Guest acknowledges receipt of the House Rules. Guest acknowledges that they have read, accept, and agree to the terms set forth.

Renter Name(s)

Billing Address (for credit card)

Mailing Address(if different)

Email Address

Telephone: cell/home

work

Emergency Contact

Disclaimer: The information provided on this document is not intended to constitute legal advice, instead all information, content and materials available on this document are for informational purposes only. If you have any questions or concerns please consult a lawyer.