

VACATION RENTAL AGREEMENT

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This Vacation Rental Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[HOST/OWNER NAME], an individual or entity located at [OWNER ADDRESS] (the "**Host**"); and

[GUEST NAME], an individual located at [GUEST ADDRESS] (the "**Guest**").

Host and Guest are each a "**Party**" and together the "**Parties**."

Recitals. Host owns or controls a furnished short-term rental property and wishes to rent it to Guest for a vacation stay, and Guest wishes to rent it, on the terms below. Short-term rentals are subject to local ordinances, occupancy taxes, permit rules, and homeowners-association or condominium rules that vary by jurisdiction. This Agreement is intended as a short-term occupancy license, not a residential tenancy. In consideration of the mutual promises below, the Parties agree as follows.

1. Property and Occupancy

1.1 Property. Host rents to Guest the furnished property located at [PROPERTY ADDRESS], including [BEDROOMS / BATHROOMS / AMENITIES] (the "**Property**"), for short-term vacation use only.

1.2 Occupancy limit. The Property may be occupied by no more than [NUMBER] guests. Only the named Guest and the individuals identified in [GUEST LIST] may stay overnight. Exceeding the limit is a material breach.

1.3 No tenancy. This Agreement grants a short-term license to occupy the Property for the dates in Section 2 and does not create a residential lease, tenancy, or any right to remain after check-out.

1.4 Responsible guest. The named Guest must be at least [AGE, e.g. 25] years old, will be present during the stay, and is responsible for the conduct of all occupants and visitors.

2. Rental Period

2.1 Dates. The rental period begins at check-in time [TIME] on [CHECK-IN DATE] and ends at check-out time [TIME] on [CHECK-OUT DATE] (the "**Rental Period**").

2.2 Check-in and check-out. Guest will follow the check-in and check-out procedures Host provides. Late check-out without Host's written consent may incur an additional charge of [\$ AMOUNT] per [HOUR / DAY].

3. Rent, Fees, and Taxes

3.1 Rental rate. Guest will pay a rental rate of [\$ AMOUNT] for the Rental Period.

3.2 Additional charges. Guest will pay the following, as itemized in [BOOKING SUMMARY]: cleaning fee [\$ AMOUNT], [PET FEE / RESORT FEE / OTHER], and any applicable occupancy, lodging, or sales taxes required by law.

3.3 Payment schedule. Guest will pay [DEPOSIT %] at booking and the balance by [DATE / DAYS BEFORE CHECK-IN]. Booking is not confirmed until the required payment is received.

3.4 Security deposit. Guest will pay or authorize a refundable security deposit of [\$ AMOUNT] (the "Security Deposit"), which Host may apply to damage beyond ordinary wear, missing items, extra cleaning, or unpaid charges. Host will refund the unused Security Deposit within [NUMBER] days after check-out.

4. Cancellation and Refunds

4.1 Cancellation by Guest. If Guest cancels, refunds are governed by this schedule: cancellation [NUMBER]+ days before check-in — [REFUND %]; [NUMBER] to [NUMBER] days before — [REFUND %]; fewer than [NUMBER] days — [REFUND %].

4.2 Cancellation by Host. If Host must cancel due to circumstances making the Property unavailable, Host will refund all amounts paid or, if Guest agrees, offer comparable alternative dates or property. This is Guest's sole remedy for a Host cancellation.

4.3 Force majeure. Neither Party is liable for failure to perform due to events beyond its reasonable control. [OPTIONAL: state whether such events trigger a refund or credit.]

5. House Rules

5.1 Rules. Guest will comply with the house rules Host provides, which are incorporated by reference and may include rules on noise, parking, trash, pools, and shared amenities.

5.2 Quiet hours and neighbors. Guest will observe quiet hours and respect neighbors, and will comply with any homeowners-association or condominium rules applicable to the Property.

5.3 No prohibited conduct. Guest will not host parties or events beyond the occupancy limit, engage in illegal activity, or create a nuisance. Smoking is [PERMITTED / NOT PERMITTED]. Pets are [PERMITTED / NOT PERMITTED], subject to Section 3.2.

6. Care of the Property

6.1 Condition. Guest accepts the Property in the condition provided and will report any pre-existing issue promptly after check-in.

6.2 Use and care. Guest will use the Property and its furnishings with reasonable care, secure the Property when away, and not remove items from the Property.

6.3 Damage and loss. Guest is responsible for damage to the Property or its contents caused by Guest, occupants, or visitors, beyond ordinary wear, and for the cost of repair or replacement.

7. Entry and Maintenance

7.1 Host access. Host or its representatives may enter the Property to make repairs, address emergencies, or protect the Property, on reasonable notice except in an emergency, as permitted by applicable law.

8. Liability and Indemnification

8.1 Assumption of risk. Guest and all occupants and visitors use the Property and its amenities at their own risk, including pools, hot tubs, stairs, and water features.

8.2 **Limitation.** To the maximum extent permitted by law, Host is not liable for injury, illness, loss, or damage to Guest or any occupant or visitor or their property, except to the extent caused by Host's gross negligence or willful misconduct. Host's total liability will not exceed the total rent paid for the Rental Period.

8.3 **Indemnity.** Guest will indemnify and hold harmless Host from claims arising from the use of the Property by Guest, occupants, or visitors, or breach of this Agreement, except to the extent caused by Host's gross negligence or willful misconduct.

9. Default and Removal

9.1 **Material breach.** Exceeding the occupancy limit, hosting a prohibited event, illegal activity, or creating a nuisance is a material breach permitting Host to terminate the stay immediately, with no refund, and to require all occupants to leave the Property.

9.2 **Removal.** On the end of the Rental Period or termination for breach, Guest and all occupants will promptly leave the Property. They have no right to remain, and this Agreement does not create one.

10. General Provisions

10.1 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE]. The Parties submit to the jurisdiction of the courts located in [COUNTY, STATE].

10.2 **Compliance with local law.** Host represents that the short-term rental of the Property complies with applicable local ordinances and permit requirements, and is responsible for collecting and remitting any required occupancy taxes.

10.3 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

10.4 **Entire agreement; amendment.** This Agreement, together with the house rules and booking summary, is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties.

10.5 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

10.6 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

HOST

GUEST

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE or N/A]

Title: N/A

Date: _____

Date: _____

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