

Vacation Property Rental Agreement

Date: _____

Name _____ Number of Guests: _____

Address: _____

Phone: _____ Email: _____

Rent: \$ _____

Reservation/Holding Deposit: \$ _____ (initial _____)(due at signing)

Total (due 30 days prior to occupancy): \$ _____ (initial _____)

Arrival Date: _____ **Departure Date:** _____

Number of Days: _____

All renters must comply with the following Terms and Conditions:

TENANT IS RESPONSIBLE FOR PHONE EXPENSE DURING THEIR STAY.

TERM: Check in time is 3:00pm and check out time is 12:00pm. Please notify Owner as to your exact arrival date and time.

1. **SMOKING/PETS:** Smoking not allowed on premises. Pets not allowed on premises.
2. **HOUSE RULES:** Guest agrees to avoid disturbing any neighbors with respect to noise, odors, disposal of refuse, animals, parking and use of common areas. Visitors of guests must comply with all terms and conditions stated in this agreement and in the attached Rules.
3. **DAMAGE TO PREMISES:** All damages caused by guests or their visitors shall be paid for by the guests.
4. **ENTRY AND INSPECTION:** Owner or Owner's Agent shall have the right to enter premises: a) in case of emergency; b) to make any necessary or agreed upon repairs; and c) when guests have abandoned or surrendered the premises.
5. **INDEMNIFICATION:** Owner shall not be liable for any damage or injury to guests, or any other person on or to any property, occurring on the premises or any part thereof, or in common areas thereof (including without limitation the pool and pool area), unless such damage is the proximate result of the gross negligence or intentional act(s) of Owner and Owner's agents. Guest agrees to hold Owner and Owner's agents harmless from any claims for damages, no matter how caused, except for injury or damages caused by Owner's gross negligence or intentional act(s). Guests' personal property is not covered by Owner's insurance. The above indemnification shall remain in full force and effect even if beyond the rental term described herein.
6. **CANCELLATION POLICY:** Should Guest cancel prior to 30 days before occupancy, the balance of the holding deposit minus a \$100 processing fee shall be returned. If cancellation occurs within 30 days of occupancy the holding deposit and rent are non-refundable unless we are able to re-book the property for those dates.

7. **BAD WEATHER & OTHER NUISANCES:** As you plan your trip, please remember we do get rain and some foggy days and occasional inconveniences, which are beyond Owner's control. Please be patient if you encounter any inconvenience, we will be as responsive as possible and will certainly try to remedy those things which are within Owner's control. Samples of inconveniences which are beyond Owner's control, and which do not warrant any refund of rental monies include:
 - a. Breakdown of TV's, VCR/DVD's, Jacuzzi or other appliances.
 - b. Construction taking place in the area
 - c. A home which is not decorated or accommodated to your personal taste
 - d. Bad weather
8. **DEPOSIT:** The initial holding deposit, received shall automatically turn to a cleaning/damage deposit upon your arrival. Every Vacation Home is professionally cleaned immediately following departure of Guest. Following is the list of items guest should take care of prior to leaving the unit. If these items are accomplished, and there is no damage to the unit, deposit will be returned in full within 21 calendar days. If the housekeeping items are not accomplished, guest will be charged for the extra time by the housekeeping staff.
 - a. GARBAGE SHOULD BE GATHERED AND PLACED OUTDOORS
 - b. WASH FINAL DISHES
 - c. DISPOSE OF ALL FOOD IN REFRIGERATOR OR FREEZER
9. **ATTORNEY'S FEES:** If any legal action brought by either party to enforce the terms hereof or related to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees.
10. **WAIVER:** No failure of Owner to enforce any term hereof shall be deemed a waiver. The acceptance of rent by the Owner shall not waive the right to enforce any term hereof
11. **ADDITIONAL TERMS AND CONDITIONS:** It is understood this agreement is for a short-term vacation rental home. All landscaping is provided. As this is a fully equipped home, there are no extra cleaning services provided unless specifically requested and paid for by the guest. If there is damage noted by guest upon arrival, guest is to notify the Manager immediately to arrange for repair. Prior to the guest arrival, for each rental period, the premises and inventory are thoroughly inspected. Any damage or missing inventory will be charged to the guest.
12. **LONG-TERM RENTAL:** Guest understands and agrees that the gas and electric are charged as actual costs based upon a reading of the meter at the time of arrival and at the time of departure.

ENTIRE AGREEMENT

The forgoing constitutes the entire agreement between the parties. Modifications must be approved in writing and signed by both parties. **Non-compliance of any and/or all terms and conditions will result in tenant immediately vacating the home and forfeiting the entire deposit.** Guests are encouraged to retain a copy of this agreement for their own records.

Guest: Date: // Guest: Date: //

Accepted by: Date: // (Agent for owner)