# DOE-LEGISTS LAWYERS

# VACATION RENTAL AGREEMENT

This **Vacation Rental Agreement** ("Agreement") is made and entered into as of **[Effective Date]**, by and between:

- **[Owner/Property Manager's Full Legal Name]**, with a principal place of business at **[Owner's Address]**, hereinafter referred to as the **"Owner"** or **"Lessor"**, and
- **[Guest's Full Legal Name]**, residing at **[Guest's Address]**, hereinafter referred to as the **"Guest"** or **"Lessee"**.

The Owner agrees to rent the vacation property located at **[Rental Property Address]** to the Guest for a temporary stay, under the terms and conditions set forth in this Agreement.

**NOW, THEREFORE,** in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## CLAUSE 1 – DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

### 1.1 "Agreement"

This Vacation Rental Agreement, including all **schedules, addenda, exhibits, and amendments** attached or referenced herein.

### 1.2 "Owner" or "Lessor"

[Owner's Full Legal Name], including their **representatives, property managers, and authorized agents** responsible for managing the vacation rental property.

### 1.3 "Guest" or "Lessee"

[Guest's Full Legal Name], including any **additional occupants** staying at the rental property under this Agreement.

### 1.4 "Rental Property"

The vacation home located at **[Rental Property Address]**, including all **furnishings, appliances, outdoor spaces, and amenities** as described in the listing or property guide.

### 1.5 "Rental Term"

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The agreed-upon duration of the Guest's stay, as detailed in **Clause 2 (Rental Term and Check-in/Check-out)**.

### 1.6 "Rental Fee"

The total amount payable by the Guest for the rental of the Property, as outlined in **Clause 3 (Rental Fees, Deposits, and Payment Terms)**.

### 1.7 "Security Deposit"

A refundable deposit paid by the Guest to cover any **damages, missing items, or violations** of this Agreement, as detailed in **Clause 4 (Security Deposit and Damages)**.

### 1.8 "Occupancy Limit"

The **maximum number of guests** permitted to stay at the Property, as specified in **Clause 5 (Occupancy and Use of Property)**.

### 1.9 "House Rules"

A set of **rules and guidelines** governing the use of the Property, including **noise restrictions, smoking policies, and pet regulations**, as outlined in **Clause 6 (House Rules and Guest Responsibilities)**.

### 1.10 "Check-in and Check-out Procedures"

The Guest's arrival and departure process, including **key collection, security deposit handling, and cleaning expectations**, as detailed in **Clause 2 (Rental Term and Check-in/Check-out)**.

### 1.11 "Cancellation Policy"

The policy governing refunds and penalties for **canceled reservations**, as specified in **Clause 7 (Cancellation and Refund Policy)**.

### 1.12 "Force Majeure"

Events beyond the control of either party (e.g., natural disasters, government restrictions, or travel bans) that may impact the rental arrangement, as outlined in **Clause 10 (Force Majeure and Liability)**.

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## CLAUSE 2 – RENTAL TERM AND CHECK-IN/CHECK-OUT

This section outlines the duration of the Guest's stay, check-in and check-out procedures, and conditions for early departure or extensions.

### 2.1 Rental Term

(a) The rental period shall begin on **[Check-in Date]** at **[Check-in Time]** and shall end on **[Check-out Date]** at **[Check-out Time]** (the "Rental Term").
(b) The Guest agrees to vacate the property by the **designated check-out time** unless a prior written extension is granted by the Owner.

### 2.2 Check-in Procedures

(a) The Guest ☐ **shall OR** ☐ **shall not** be required to meet the Owner or Property Manager for key collection.
(b) Check-in instructions, including key retrieval and property access, **will be provided via**:

- ☐ **Lockbox Code**
- ☐ **Keypad Entry Code**
- ☐ **In-Person Meeting** with the Property Manager at **[Location]**
- ☐ **Other: [Specify]**

(c) Early check-in ☐ **may OR** ☐ **may not** be available upon request for an additional fee of **[$Amount]**, subject to availability.

### 2.3 Check-out Procedures

(a) The Guest must complete the following check-out tasks before departure:

- Remove all personal belongings and trash.
- Lock all doors and windows.
- Turn off lights, appliances, and AC/heating units.
- Return keys to the ☐ **lockbox OR** ☐ **Owner/Property Manager**.

(b) A **late check-out fee of [$Amount] per hour** may be applied if the Guest fails to vacate by the check-out time without prior approval.

### 2.4 Early Departure and Extensions

(a) If the Guest departs **before the agreed check-out date**, the rental amount for unused nights ☐ **shall OR** ☐ **shall not** be refunded.
(b) If the Guest wishes to extend their stay, they must request an extension **at least [Number] hours before check-out**, and approval is subject to availability. Additional rent shall be charged at the standard nightly rate unless otherwise agreed.

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## CLAUSE 3 – RENTAL FEES, DEPOSITS, AND PAYMENT TERMS

This section outlines the rental pricing, payment schedules, security deposits, and penalties for late or non-payment.

### 3.1 Rental Fee

(a) The total rental fee for the Rental Term is **[$Total Amount]** (the "Rental Fee").
(b) The Rental Fee **includes/includes not** applicable taxes, cleaning fees, or additional service charges. If not included, the Guest shall be responsible for such charges.
(c) The rental fee covers occupancy for **[Number] guests**. Additional guests ☐ **are OR** ☐ **are not** permitted and may be subject to an extra charge of **[$Amount] per guest per night**.

### 3.2 Payment Schedule

The Guest agrees to make payments according to the following schedule:

| Payment Type | Amount ($) | Due Date |
|---|---|---|
| Initial Deposit (Upon Booking) | [$Amount] | [Date] |
| Balance Due Before Check-in | [$Amount] | [Date] |
| Security Deposit (If Required) | [$Amount] | [Date] |

(a) The Guest must pay the **initial deposit** at the time of booking to confirm the reservation.
(b) The remaining balance is due **[Number] days** before check-in.
(c) Payments may be made via ☐ **credit card,** ☐ **bank transfer,** ☐ **PayPal,** ☐ **other [Specify]**.

### 3.3 Late Payments and Fees

(a) If the Guest fails to make payment by the due date, the Owner ☐ **may OR** ☐ **may not** cancel the reservation without refunding any paid amounts.
(b) A **late payment fee of [$Amount or %]** may be charged for overdue payments.
(c) If payment is overdue by more than **[Number] days**, the Owner may offer the unit to another guest without further obligation to the original Guest.

### 3.4 Security Deposit *(If Applicable)*

(a) The Guest ☐ **shall OR** ☐ **shall not** be required to pay a refundable security deposit of **[$Amount]** upon booking.
(b) The deposit shall be held to cover:

- Property damage
- Missing items

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- Excessive cleaning costs beyond normal wear and tear
- Violation of house rules (e.g., smoking, unauthorized guests)
  (c) The deposit shall be **refunded within [Number] days** after check-out, less any deductions for damages or unpaid fees.
  (d) If deductions are made, the Owner shall provide an **itemized statement** of charges to the Guest.

### 3.5 Refunds and Adjustments

(a) If the Owner cancels the reservation, the Guest ☐ **shall OR** ☐ **shall not** receive a full refund, unless due to:

- **Force Majeure events** (natural disasters, government restrictions)
- **Property damage rendering the unit uninhabitable**
  (b) If the Guest cancels, refunds shall be governed by **Clause 7 (Cancellation and Refund Policy)**.

## CLAUSE 4 – SECURITY DEPOSIT AND DAMAGES

This section outlines the security deposit terms, Guest responsibilities for damages, and procedures for assessing and deducting costs.

### 4.1 Security Deposit Requirement

(a) The Guest ☐ **shall OR** ☐ **shall not** be required to pay a **refundable security deposit** of **[$Amount]** upon booking.
(b) The security deposit **must be paid in full** before check-in and shall be held by the Owner for the duration of the Rental Term.

### 4.2 Purpose of Security Deposit

The security deposit shall be used to cover:
(a) **Damage to the rental property**, including but not limited to:

- Broken furniture, fixtures, or appliances.
- Stains, burns, or excessive wear beyond normal use.
- Holes, scratches, or damage to walls, flooring, or surfaces.
  (b) **Missing or stolen items**, including keys, remote controls, towels, or linens.
  (c) **Excessive cleaning costs**, if the property is left in an unreasonably dirty or disorganized state.
  (d) **Unpaid fees**, including:
- Additional guest charges.
- Late check-out fees.
- Violations of house rules (e.g., smoking, pets, noise complaints).

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### 4.3 Property Inspection and Assessment

(a) The Owner or Property Manager shall conduct a **post-check-out inspection** within **[Number] hours/days** of the Guest's departure.
(b) If no damages or outstanding charges are identified, the full deposit shall be refunded within **[Number] days** after check-out.
(c) If deductions are required, the Owner shall provide the Guest with a **written statement detailing the charges** before withholding any portion of the deposit.

### 4.4 Refund of Security Deposit

(a) The security deposit shall be refunded within **[Number] days** after the Guest's departure, provided there are no deductions.
(b) Refunds shall be issued via ☐ **Bank Transfer OR** ☐ **Credit Card OR** ☐ **PayPal OR** ☐ **Other [Specify]**.
(c) If deductions exceed the deposit amount, the Guest shall be responsible for **additional payment** within **[Number] days** of receiving the itemized charges.

### 4.5 Guest's Liability for Damages

(a) The Guest is responsible for **all damages caused by themselves, additional occupants, or visitors** during their stay.
(b) If damages exceed the deposit amount, the Owner **reserves the right** to pursue legal action or claim additional charges via the Guest's payment method.
(c) Guests are encouraged to **report damages immediately** to avoid disputes.

## CLAUSE 5 – OCCUPANCY AND USE OF PROPERTY

This section outlines the permitted use of the rental property, occupancy limits, and Guest responsibilities during their stay.

### 5.1 Maximum Occupancy

(a) The maximum number of occupants permitted to stay at the Property is **[Number]** persons, including children.
(b) Additional guests ☐ **are OR** ☐ **are not** permitted beyond the stated occupancy limit.
(c) If unauthorized guests are found staying at the Property, the Owner may:

- Charge an additional fee of **[$Amount] per guest per night**.
- Terminate this Agreement immediately, with no refund.

### 5.2 Registered Guests

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(a) The Guest shall provide a list of **all registered occupants** before check-in.
(b) Only the individuals listed on the reservation **are permitted to stay overnight** at the Property.
(c) The Guest is responsible for the conduct of all registered occupants and visitors.

### 5.3 Use of Property

(a) The Property **shall be used exclusively** for residential vacation purposes.
(b) The Guest **shall not**:

- Conduct **business, commercial activities, or parties** at the Property.
- Engage in **illegal activities** or violate local laws.
- Use the Property for **events, large gatherings, or social functions** without prior approval.
- Cause excessive **noise, disturbances, or disruptions** to neighbors.

### 5.4 Pets *(If Applicable)*

(a) **Pets are ☐ Allowed OR ☐ Not Allowed** on the Property.
(b) If pets are allowed, the Guest **must**:

- Pay a **pet deposit of [$Amount]**.
- Keep pets **off furniture and beds**.
- Clean up pet waste and dispose of it properly.
- Be responsible for any damages caused by pets.

### 5.5 Smoking Policy

(a) **Smoking is ☐ Allowed OR ☐ Not Allowed** inside the Property.
(b) If smoking is prohibited and evidence of smoking is found, the Guest may be charged:

- A **cleaning fee of [$Amount]**.
- Additional damages for smoke remediation.

### 5.6 Parking Regulations

(a) The Guest is allowed to park **[Number] vehicles** at the Property.
(b) Parking is only permitted in ☐ **the driveway,** ☐ **designated parking areas,** ☐ **garage,** ☐ **street parking (where allowed)**.
(c) **Towing penalties may apply** if the Guest violates parking rules or blocks neighboring properties.

### 5.7 Maintenance and Cleanliness

(a) The Guest shall:

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- Keep the Property **clean and in good condition**.
- Dispose of trash in designated bins.
- Report any maintenance issues immediately to the Owner.
  (b) If the Property is left excessively dirty, a **deep cleaning fee of [$Amount]** may be charged.

## CLAUSE 6 – HOUSE RULES AND GUEST RESPONSIBILITIES

This section outlines additional house rules, behavioral expectations, and penalties for violations during the Guest's stay.

### 6.1 Compliance with House Rules

(a) The Guest agrees to abide by the **house rules**, which include but are not limited to:

- **Respect for neighbors and quiet hours**
- **Proper use of appliances, furniture, and amenities**
- **No unauthorized guests, parties, or events**
- **Compliance with local laws and community regulations**
  (b) A copy of the **House Rules** is ☐ **attached as Exhibit A OR** ☐ **available at the property**.

### 6.2 Quiet Hours

(a) Quiet hours shall be observed from **[Start Time] to [End Time]** daily.
(b) Loud music, excessive noise, and disruptive behavior **are not permitted** during quiet hours.
(c) **Repeated noise complaints** may result in penalties, including:

- A **fine of [$Amount] per violation**.
- Immediate termination of the rental agreement without refund.

### 6.3 Trash and Recycling

(a) The Guest must dispose of trash in **designated bins**.
(b) **Recycling guidelines** (if applicable) shall be followed.
(c) Failure to properly dispose of trash may result in a **trash disposal fee of [$Amount]**.

### 6.4 Utility Usage

(a) The Guest shall use water, electricity, and gas **responsibly**.
(b) Excessive or wasteful use of utilities ☐ **may OR** ☐ **may not** result in an additional charge.

### 6.5 Security and Safety

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(a) The Guest shall **lock all doors and windows** when leaving the Property.
(b) The Guest shall **not tamper with security devices, smoke detectors, or fire extinguishers**.
(c) If a security violation occurs due to Guest negligence, the Guest may be held liable for damages or losses.

### 6.6 Pool and Hot Tub Rules *(If Applicable)*

(a) The Guest ☐ **may OR** ☐ **may not** use the **pool OR hot tub**.
(b) The Guest agrees to follow **posted safety rules**.
(c) No glass containers are allowed in pool areas.
(d) Children **must be supervised at all times**.
(e) If excessive dirt, oil, or debris is found in the pool or hot tub, a **cleaning fee of [$Amount]** may be charged.

### 6.7 Penalties for Violations

(a) If the Guest violates any house rules, the Owner may:

- Issue a **warning notice**.
- Charge a **violation fee of [$Amount] per infraction**.
- Terminate the rental agreement without refund.
  (b) The Guest **shall be responsible** for any fines or penalties issued by **law enforcement or the homeowners' association** due to rule violations.

## CLAUSE 7 – CANCELLATION AND REFUND POLICY

This section outlines the conditions under which the Guest may cancel the reservation, as well as refund eligibility and penalties for cancellations.

### 7.1 Guest-Initiated Cancellation

(a) If the Guest cancels their reservation, refunds shall be issued as follows:

| Cancellation Notice Given | Refund Amount |
|---|---|
| **[Number] days or more before check-in** | ☐ **100% refund OR [$Amount]** |
| **[Number] to [Number] days before check-in** | ☐ **50% refund OR [$Amount]** |
| **Less than [Number] days before check-in** | ☐ **No refund OR [$Amount]** |

(b) The **initial deposit** ☐ **shall OR** ☐ **shall not** be refundable in case of cancellation.
(c) If the Guest fails to check in on the reservation date without notice ("no-show"), the entire **Rental Fee shall be forfeited**.

### 7.2 Owner-Initiated Cancellation

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(a) If the Owner cancels the reservation **before check-in**, the Guest ☐ **shall OR** ☐ **shall not** receive a full refund.
(b) The Owner may cancel the reservation due to:

- Property damage or maintenance issues rendering the unit uninhabitable.
- Violation of rental agreement terms prior to check-in.
- Emergency situations, such as natural disasters (see **Clause 10: Force Majeure**).

### 7.3 Early Departure by Guest

(a) If the Guest checks out before the scheduled departure date, the remaining nights ☐ **shall OR** ☐ **shall not** be refunded.
(b) If early departure is due to a property issue reported by the Guest, the Owner ☐ **may OR** ☐ **may not** issue a prorated refund if the issue is confirmed to impact the stay.

### 7.4 Rebooking and Date Changes

(a) The Guest ☐ **may OR** ☐ **may not** reschedule their reservation **without penalty** if they provide notice **at least [Number] days before check-in**.
(b) If rescheduling is permitted, the Guest **may OR may not** be required to pay a **rescheduling fee of [$Amount]**.

### 7.5 Payment Processing and Refund Timing

(a) Refunds **shall be processed** within **[Number] business days** after cancellation approval.
(b) Refunds shall be issued via ☐ **Credit Card,** ☐ **Bank Transfer,** ☐ **PayPal,** ☐ **Other [Specify]**.
(c) Any **transaction fees** associated with refunds shall be ☐ **deducted from OR** ☐ **covered by the Owner**.

## CLAUSE 8 – LIABILITY AND INDEMNIFICATION

This section outlines the responsibilities of the Owner and the Guest regarding damages, injuries, and liability during the rental period.

### 8.1 Limitation of Liability

(a) The Owner shall **not be liable** for any **injury, loss, or damage** sustained by the Guest or their occupants due to:

- Slips, falls, or other accidents on the Property.
- Theft, burglary, or vandalism.
- Power outages, water disruptions, or heating/cooling failures.

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- Natural disasters, severe weather, or unforeseen events beyond the Owner's control.
  (b) The Guest assumes full responsibility for **personal safety and belongings** while staying at the Property.

### 8.2 Guest's Responsibility for Damages

(a) The Guest shall be responsible for any damage to the Property, including:

- Structural or cosmetic damage to walls, floors, or fixtures.
- Broken furniture, appliances, or decor.
- Missing items, including keys, remotes, or linens.
  (b) If damage occurs, the Guest **must notify the Owner immediately**.
  (c) The Owner reserves the right to **deduct repair costs** from the security deposit or charge the Guest directly for additional damages.

### 8.3 Guest's Indemnification of Owner

(a) The Guest agrees to **indemnify, defend, and hold harmless** the Owner from any legal claims, damages, or liabilities arising from:

- Injuries or accidents occurring on the Property.
- The Guest's negligence, misconduct, or violation of this Agreement.
- Third-party claims brought against the Owner due to actions of the Guest.
  (b) This indemnification shall survive the termination of this Agreement.

### 8.4 Insurance Coverage *(If Applicable)*

(a) The Guest ☐ **is OR** ☐ **is not** required to have **rental insurance or travel insurance** covering liability, trip cancellations, and personal belongings.
(b) If required, the Guest shall provide proof of insurance **before check-in**.

## CLAUSE 9 – DISPUTE RESOLUTION AND GOVERNING LAW

This section outlines the procedures for resolving disputes between the Owner and the Guest, as well as the applicable governing law for this Agreement.

### 9.1 Good Faith Negotiation

(a) In the event of any dispute, controversy, or claim arising from or related to this Agreement, both parties agree to first engage in **good faith negotiations** to resolve the matter amicably.
(b) Either party may submit a written notice detailing the dispute, after which both parties shall have **[Number] days** to attempt resolution before taking further action.

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### 9.2 Mediation and Arbitration *(If Applicable)*

(a) If negotiation fails, the parties agree to submit the dispute to **mediation** before filing a lawsuit.
(b) Mediation shall take place in **[City, State]** and be conducted by a neutral mediator mutually agreed upon by both parties.
(c) If mediation does not resolve the dispute, the matter shall be submitted to **binding arbitration**, unless prohibited by law.
(d) The arbitration shall be governed by the rules of **[Arbitration Association Name]**, and the arbitrator's decision shall be **final and binding**.
(e) Each party shall bear its own arbitration or mediation costs unless otherwise determined by the mediator/arbitrator.

### 9.3 Legal Proceedings

(a) If mediation or arbitration is **not required or does not apply**, either party may file a lawsuit in the appropriate court located in **[City, State]**.
(b) The prevailing party in any legal proceeding shall be entitled to recover **reasonable attorneys' fees and court costs** from the non-prevailing party.

### 9.4 Governing Law

(a) This Agreement shall be governed by and construed in accordance with the **laws of the State of [State]**, without regard to conflict of law principles.
(b) Any legal actions, claims, or disputes arising under this Agreement shall be brought in the courts located in **[County, State]**, unless otherwise required by applicable rental laws.

### 9.5 Waiver of Jury Trial (If Permissible)

To the extent permitted by law, both parties **waive their right to a jury trial** in any dispute arising under this Agreement.

## CLAUSE 10 – FORCE MAJEURE AND MISCELLANEOUS PROVISIONS

This section covers unforeseen circumstances that may impact the rental agreement, as well as final contract provisions regarding amendments, severability, and execution.

### 10.1 Force Majeure

(a) Neither party shall be liable for delays, cancellations, or failure to perform obligations due to **unforeseen events beyond their control**, including but not limited to:

- Natural disasters (hurricanes, earthquakes, floods, wildfires).

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- Government actions, regulations, or travel restrictions.
- War, riots, acts of terrorism, or civil disturbances.
- Power outages, utility failures, or infrastructure damage.
- Pandemics, public health emergencies, or quarantines.
  (b) If a Force Majeure event occurs:
- The Owner ☐ **shall OR** ☐ **shall not** offer a full or partial refund.
- The Guest ☐ **may OR** ☐ **may not** reschedule their stay without penalty.

## 10.2 Amendments and Modifications

(a) No amendment, modification, or waiver of any provision of this Agreement shall be valid unless **made in writing and signed** by both the Owner and the Guest.
(b) Any verbal agreements or informal understandings **shall have no legal effect** unless documented in a signed addendum.

## 10.3 Severability

(a) If any provision of this Agreement is found to be **invalid, illegal, or unenforceable**, the remaining provisions shall remain in full force and effect.
(b) The parties agree to replace any unenforceable provision with a valid provision that most closely reflects the original intent.

## 10.4 Notices

(a) Any **notices** required under this Agreement shall be in writing and delivered by:

- **Personal delivery**
- **Certified mail (return receipt requested)**
- **Email (if both parties have agreed in writing to receive notices electronically)**
  (b) Notices shall be deemed **effective upon receipt** or, if sent by certified mail, **three (3) business days after mailing**.
  (c) The addresses for notice purposes are as follows:

**OWNER:**
[Owner's Name]
[Owner's Address]
[Owner's Phone Number]
[Owner's Email (if applicable)]

**GUEST:**
[Guest's Name]
[Guest's Address]
[Guest's Phone Number]
[Guest's Email (if applicable)]

## 10.5 Assignment and Binding Effect

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(a) The Guest ☐ **may OR** ☐ **may not** assign their rights and obligations under this Agreement to another party without the prior written consent of the Owner.
(b) This Agreement shall be **binding upon and inure to the benefit** of the Owner, the Guest, and their respective **heirs, successors, and assigns**.

### 10.6 Waiver of Rights

(a) The failure of either party to enforce any provision of this Agreement shall **not** be considered a waiver of future rights.
(b) Any waiver must be in writing and signed by the waiving party.

### 10.7 Counterparts and Electronic Signatures

(a) This Agreement may be executed in **multiple counterparts**, each of which shall be deemed an original but together shall constitute one agreement.
(b) Electronic or digital signatures shall be **legally binding** and have the same effect as handwritten signatures.

## SIGNATURES

IN WITNESS WHEREOF, the parties have executed this **Vacation Rental Agreement** as of the date first written above.

**OWNER:**

[Owner's Name]
Signature: _____
Date: _____

**GUEST:**

[Guest's Name]
Signature: _____
Date: _____

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