

VACATION RENTAL (SHORT-TERM RENTAL) AGREEMENT

1. 1. Parties and Property

This Vacation Rental Agreement (the "Agreement") is made on [DATE] between [OWNER OR MANAGER NAME], with a notice address at [OWNER ADDRESS], phone [OWNER PHONE], and email [OWNER EMAIL] (the "Owner"), and [GUEST NAME], residing at [GUEST ADDRESS], phone [GUEST PHONE], email [GUEST EMAIL] (the "Guest"). The Owner grants the Guest a limited license to occupy the furnished property located at [PROPERTY ADDRESS] (the "Property") for the stay described below. The Guest must be at least [MINIMUM GUEST AGE, e.g., 25] years old, will be present at the Property for the entire stay, and is personally responsible for the conduct of every occupant and visitor. This Agreement creates a short-term occupancy license and does not create a tenancy, residency, or any right to remain at the Property after the checkout time.

2. 2. Rental Period, Check-In, and Check-Out

The stay begins on [CHECK-IN DATE] at [CHECK-IN TIME] and ends on [CHECK-OUT DATE] at [CHECK-OUT TIME], for a total of [NUMBER OF NIGHTS] nights. Early check-in and late check-out are available only if approved in writing and may carry a fee of [EARLY-LATE FEE]. Access instructions, door codes, and parking directions will be sent to the Guest at least [ACCESS INSTRUCTIONS LEAD TIME, e.g., 48 hours] before arrival, and the Guest will not share those credentials with anyone outside the registered party. If the Guest remains at the Property past the checkout time without written approval, a holdover charge of [HOLDOVER RATE PER HOUR OR NIGHT] applies and the Owner may remove the belongings of the Guest and re-secure the Property as permitted by law.

3. 3. Maximum Occupancy and Registered Guests

The maximum number of overnight occupants is [MAXIMUM OVERNIGHT OCCUPANTS], including children and infants, and the maximum number of people on the Property at any time, including daytime visitors, is [MAXIMUM TOTAL OCCUPANTS]. The Guest will provide the full name and age of every overnight occupant before arrival: [REGISTERED OCCUPANT LIST]. Exceeding the occupancy limit is a material breach that allows the Owner to charge [OVER-OCCUPANCY FEE] per additional person per night, terminate the stay immediately without refund, or both. Parties, weddings, receptions, commercial photography, and any event not disclosed and approved in writing are prohibited regardless of the number of people present.

4. 4. Rent, Fees, and Lodging Taxes

The Guest will pay a nightly rate of [NIGHTLY RATE] for a rental subtotal of [RENTAL SUBTOTAL], plus a cleaning fee of [CLEANING FEE], a pet fee of [PET FEE] if applicable, a resort or amenity fee of [AMENITY FEE] if applicable, and any booking or processing fee of [BOOKING FEE]. The Guest will also pay all applicable state and local transient occupancy, lodging, sales, and tourism taxes at the combined rate of [TAX RATE PERCENT], totaling [TAX AMOUNT]. The total amount due for the stay is [TOTAL AMOUNT DUE]. Taxes are remitted by [PARTY REMITTING TAXES, e.g., the Owner, or the booking platform as the collecting agent]. All amounts are stated in U.S. dollars.

5. 5. Payment Schedule and Reservation Confirmation

A reservation deposit of [RESERVATION DEPOSIT AMOUNT OR PERCENT] is due at signing and confirms the booking; the Property is not held until that payment clears. The balance of [BALANCE AMOUNT] is due on [BALANCE DUE DATE, e.g., 30 days before check-in]. Payment may be made by [ACCEPTED PAYMENT METHODS]. If any payment is not received when due, the Owner may cancel the reservation and retain amounts

already paid as liquidated damages to the extent permitted by law. The Guest authorizes the Owner to charge the payment method on file for the amounts due under this Agreement, including approved damage charges under Section 7.

6. 6. Cancellation and Refund Policy

If the Guest cancels more than [FULL REFUND WINDOW, e.g., 60 days] before check-in, all amounts paid are refunded less a processing fee of [CANCELLATION PROCESSING FEE]. A cancellation between [PARTIAL REFUND WINDOW START] and [PARTIAL REFUND WINDOW END] days before check-in refunds [PARTIAL REFUND PERCENT] of amounts paid. A cancellation within [NO REFUND WINDOW, e.g., 14 days] of check-in is non-refundable, although the Owner will refund amounts recovered if the dates are rebooked at a comparable rate. If the Owner cancels for any reason other than a breach by the Guest, the Owner will refund all amounts paid in full within [OWNER REFUND PERIOD, e.g., 10 days] and, where reasonably possible, will offer comparable alternative accommodation. Neither party is liable for damages beyond these refunds if the stay becomes impossible due to a hurricane, wildfire, flood, evacuation order, utility failure, or other event beyond reasonable control, and the Guest is encouraged to purchase travel insurance.

7. 7. Security and Damage Deposit

The Guest will provide a refundable damage deposit of [DAMAGE DEPOSIT AMOUNT], or a non-refundable damage waiver of [DAMAGE WAIVER AMOUNT] covering accidental damage up to [DAMAGE WAIVER COVERAGE LIMIT]. The deposit or the payment method on file may be applied to damage beyond ordinary wear and tear, missing items, excess cleaning, unauthorized pets or occupants, smoking violations, lost keys or access devices, and any fine or fee imposed on the Owner because of the conduct of the Guest. The Owner will provide an itemized statement of any deduction and return the balance within [DEPOSIT RETURN PERIOD, e.g., 14 days] after checkout. The Guest will report any pre-existing damage or missing item within [DAMAGE REPORT WINDOW, e.g., 24 hours] of arrival so it is not attributed to the stay of the Guest. Damage that exceeds the deposit or the waiver limit remains the responsibility of the Guest.

8. 8. House Rules

Quiet hours are observed from [QUIET HOURS START] to [QUIET HOURS END], and outdoor amplified music is prohibited at all times. Smoking and vaping are prohibited [SMOKING POLICY, e.g., anywhere on the Property, including decks and the garage], and a violation carries a remediation charge of [SMOKING VIOLATION FEE]. Candles, fireworks, fire pits outside designated areas, and any open flame outside the [APPROVED FIRE AREA] are prohibited. The Guest will not move furniture between rooms, rearrange electronics, tamper with the thermostat outside the range of [THERMOSTAT RANGE], or disable any smoke detector, carbon monoxide detector, or exterior noise monitoring device. Firearms, illegal drugs, and any unlawful activity are prohibited on the Property, and the Guest will comply with all HOA and community rules attached as Exhibit A.

9. 9. Pets

Pets are [PETS ALLOWED OR NOT ALLOWED] at the Property. If allowed, the Guest may bring [NUMBER OF PETS] pet(s) of no more than [PET WEIGHT LIMIT] each, of the following description: [PET DESCRIPTION, BREED AND AGE], and will pay a pet fee of [PET FEE] per stay. Pets must be house-trained, current on vaccinations, never left unattended inside the Property, kept off beds and furniture, and leashed in all outdoor and common areas, and the Guest will remove pet waste immediately. The Guest is responsible for all damage, deodorizing, flea treatment, and additional cleaning caused by a pet, and for any claim arising from the conduct of the pet. An undisclosed pet is a material breach and carries a charge of [UNDISCLOSED PET FEE]

and possible termination of the stay without refund. A service animal required by law is not a pet and is not subject to pet fees.

10. 10. Amenities, Pool and Hot Tub, and Assumption of Risk

The Property includes the following amenities, which the Guest uses entirely at its own risk: [AMENITY LIST, e.g., swimming pool, hot tub, dock, kayaks, fire pit, game room, grill, exercise equipment]. There is no lifeguard on duty at any time. Children must be supervised by an adult at all times in and around the pool, hot tub, water access, and stairs, and the Guest will keep all safety gates and covers closed and latched. The hot tub is maintained and chemically balanced on [HOT TUB SERVICE SCHEDULE], and the Guest will not adjust chemicals or the temperature above [MAXIMUM WATER TEMPERATURE]. Use of any watercraft, ATV, bicycle, or recreational equipment requires proper safety gear and compliance with all applicable law. The Guest knowingly assumes all risk of injury arising from the use of these amenities by the Guest and every member of the party.

11. 11. Owner Access, Maintenance, and Service Interruptions

The Owner or its representative may enter the Property to perform maintenance, address an emergency, verify occupancy or rule compliance, or service the pool, hot tub, or landscaping, giving reasonable advance notice when the circumstances allow. The Guest will report any maintenance problem promptly to [MAINTENANCE CONTACT AND PHONE] so it can be addressed during the stay. The Owner does not guarantee uninterrupted service of utilities, internet, cable, air conditioning, or any appliance, and interruption caused by a utility provider, weather, or an event beyond the reasonable control of the Owner is not grounds for a refund. If a material amenity is unavailable for more than [AMENITY OUTAGE THRESHOLD, e.g., 24 hours] due to a condition within the control of the Owner, the Owner will provide a reasonable partial refund or credit. Exterior security cameras are installed at [CAMERA LOCATIONS] and monitor only exterior areas; there are no cameras or recording devices inside the Property.

12. 12. Compliance with Local Ordinances, HOA Rules, and Permits

The Property is operated as a short-term rental under [PERMIT OR LICENSE NUMBER, IF REQUIRED] issued by [ISSUING AUTHORITY], and the Owner represents that the Property is permitted for short-term rental use at the time of booking. The Guest will comply with all applicable municipal ordinances and HOA rules, including limits on noise, occupancy, parking, trash placement and pickup days, and use of community amenities. Parking is limited to [NUMBER OF VEHICLES] vehicle(s) in [DESIGNATED PARKING LOCATION]; street parking, blocking neighboring driveways, and parking on lawns are prohibited, and unauthorized vehicles may be towed at the expense of the owner of the vehicle. Any fine, citation, or HOA penalty assessed against the Owner because of the conduct of the Guest or the party of the Guest will be charged to the Guest. If a governmental order prohibits short-term occupancy of the Property before the stay begins, the Owner will cancel the reservation and refund all amounts paid.

13. 13. Liability, Indemnity, and Personal Property

The Guest accepts the Property in its current condition and agrees that the Owner is not liable for injury, illness, or loss suffered by the Guest or any member of the party, except to the extent caused by the gross negligence or willful misconduct of the Owner. The Owner is not responsible for personal property left at, lost at, or stolen from the Property; unclaimed items will be held for [LOST PROPERTY HOLD PERIOD, e.g., 14 days] and may be returned at the expense of the Guest. The Guest will indemnify and hold the Owner harmless from any claim, fine, or cost arising from the acts or omissions of the Guest, any occupant, or any visitor, including damage to neighboring property. The total liability of the Owner under this Agreement, for any cause, will not exceed the total amount paid by the Guest for the stay. The Guest is encouraged to carry travel and personal liability insurance

covering the party.

14. 14. Default, Early Termination, and Removal

If the Guest violates the occupancy limit, the no-party rule, the smoking or pet policy, quiet hours, or any law, or causes a disturbance that generates a complaint from a neighbor or law enforcement, the Owner may terminate this Agreement immediately, require the party to vacate, and retain all amounts paid as liquidated damages. Because this Agreement creates a transient occupancy license rather than a tenancy, the Guest agrees to vacate on demand following a valid termination, and the Owner may use the assistance of local law enforcement as permitted by applicable law. The Guest remains liable for damage, fines, and cleaning costs discovered after departure. This Agreement is governed by the laws of the State of [GOVERNING STATE], with venue in [VENUE COUNTY AND STATE], and the prevailing party in any action to enforce it may recover reasonable attorney fees and costs. This Agreement is the entire understanding between the parties regarding the stay and may be amended only in a writing signed by both.

15. 15. Signatures

By signing below, the Guest confirms having read this Agreement, including the house rules and the assumption of risk in Section 10, and agrees to be bound by it on behalf of every member of the party. OWNER: Signature:

_____. Printed Name: [OWNER NAME]. Date: [DATE]. GUEST: Signature:

_____. Printed Name: [GUEST NAME]. Date: [DATE]. Electronic signatures and confirmation through the booking platform of the Owner have the same effect as original signatures.

16. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Short-term rental rules vary sharply by city and county and may include permit requirements, occupancy caps, minimum-stay rules, lodging tax registration, and outright prohibitions, and the enforceability of liability waivers and non-refundable deposits differs by state. Verify local ordinances and HOA restrictions for your property, and consult a licensed attorney before relying on this document. Use of this template does not create an attorney-client relationship with ScanContract.