

# VACATION RENTAL SHORT TERM LEASE AGREEMENT

This Vacation Rental Short Term Lease Agreement (this "Agreement") is made by and between Francis L Walker, at 3641 Murphy Court, Eagan, MN 55121 ("Owner") and Elvin T Peoples, at 2868 Keyser Ridge Road, Greensboro, NC 27407 ("Guest") as of the date last written on the signature page of this Agreement. Owner and Guest may be referred to individually as "Party" and collectively as "Parties." For good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

**1. Property.** The property is described as a room located at 1988 Chandler Drive, Webb City, MO 64870 (the "Property"). The Property is owned by Owner. The Property is fully furnished by Owner and equipped for light housekeeping. The following amenities are included in the Property:

- cable
- wifi
- linens

A starter supply of household cleaning and hygiene products may be available in the Property for use. Guest is responsible for purchasing any additional supplies and all food and beverages.

**2. Rental Party.** All persons in the rental party will be bound by the terms of this Agreement. Only persons listed on this Agreement may stay in the Property. "Rental Party" means Guest plus the following persons:

<u>First &amp; Last Name</u>	<u>Relationship to Guest</u>
N/A	N/A

**3. Maximum Occupancy.** The maximum number of persons allowed to stay in the Property is limited to five (5), unless the Owner gives its prior written consent. A charge of \$100.00 USD per person per night will be assessed for each person who stays in the Property in addition to the Rental Party. Guest will be charged without notice for additional persons staying in the Property and not disclosed to Owner.

**4. Visitors.** A visitor is an occupant of the Property who is not staying overnight. The total number of persons permitted in the Property at any given time, including visitors, is seven (7). Any visitor staying overnight is subject to additional charges. No visitor will be allowed to use the common facilities, including any pools or tennis courts, when Guest is not on the Property.

**5. Rental Period & Check-In.** The term of this lease will be from February 01, 2018 ("Arrival Date") to February 08, 2018 ("Departure Date"). The Property will be ready for Guest's occupancy beginning at 3:00 PM on the Arrival Date and the Property must be vacated by 11:00 AM on the Departure Date, unless otherwise agreed by Owner. If Guest or any member of the Rental Party remains on the Property beyond the Departure Date, Guest will be responsible to pay the rental rate prescribed in Section 8 below for the period of time between Departure Date and the actual date Guest and all members of the Rental Property vacate the Property.

**6. Keys & Access Codes.** Owner will provide Guest with one (1) key(s), which will unlock the front door to the Property. Guest is not allowed to make duplicate keys. A fee of \$50.00 USD will be charged to Guest for failure to return a key. Any attempt to access a locked area is just cause for immediate

termination of this Agreement, forfeiture of all rent paid, and Guest will be liable for any missing items or damage.

**7. Rental Rules & Restrictions.** Guest agrees to abide by the following restrictions by Owner (the "Rules"):

- (A) Smoking is not permitted inside the Property
- (B) Pets are not permitted on the Property
- (C) Quiet hours are from 10:00 PM to 8:00AM
- (D) Garbage must be placed in the proper receptacles

If any person in the Rental Party fails to follow any of the Rules, the Rental Party may be asked to vacate the Property and Guest will forfeit all rent paid.

**8. Payment.** Guest agrees to pay the rent and fees described below (the "Total Amount Due"). Payment in full of the following fees will be due within five (5) days before the Arrival Date.

Rental rate of \$100.00 x 7 days	\$700.00
<b>Total Amount Due \$700.00 USD</b>	
<b>Total Balance Due \$700.00 USD</b>	

**9. Cancellation.** If Guest cancels the reservation less than ten (10) days before the Arrival Date, the Total Amount Due will be forfeited.

**10. Payment.** Acceptable payment methods are:

- credit card
- debit card

**11. Cleaning.** Daily housekeeping services are not included in the rental rate. Throughout the rental period, Guest will be responsible for keeping the Property clean and in good condition. Any unsafe or dangerous condition must be reported to Owner immediately. Guest acknowledges that on the Arrival Date, the Property is in good condition, except for any defect Guest may report to Owner by the end of the first day following the Arrival Date. The Property should be left in the same condition as it was found by Guest on the Arrival Date. Guest promises to leave the Property in good repair.

**12. Furnishings.** The following furnishings will be provided with the Property:

- one queen sized bed
- one television set
- one bedside table

Furnishings are subject to change without notice. Furniture, bedding, kitchen equipment, utensils, and any other personal property supplied with the Property must not be removed from the Property. Loss of any items within the Property or damage to the Property or furnishings in excess of normal wear and tear will be charged to Guest. The Property will be inspected by Owner after Guest's departure. All contents of the Property are the property of Owner. If an item should break, Guest must notify Owner immediately. Guest is not permitted to alter the wiring of any television, computer, or gaming equipment.

**13. Parking.** Parking is limited to two (2) spaces. Guest may only park in designated parking area. Any illegally parked cars may be subject to towing and/or fines.

**14. Mechanical Failures.** Owner attempts to properly maintain the Property. While all electrical and mechanical equipment within the Property are in good working order, Owner cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, heating, air conditioning, audio visual equipment, internet access, cable service, or appliances. Guest agrees to report any inoperative equipment or other maintenance problem to Owner immediately. Owner will make every reasonable effort to have repairs done quickly and efficiently. Guest will allow Owner or a person permitted by Owner access to the Property for purposes of repair and inspection. Owner is not responsible for any inconvenience that may occur and no refunds or rent reductions will be made due to failure of such items.

**15. Acts of God.** If there is a storm or severe weather and a mandatory evacuation order is issued by state or local authorities, Guest shall be entitled to a prorated refund for each night Guest is unable to occupy the Property. Owner will not be liable or deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

**16. Limitation on Liability.** Owner is not responsible for any accidents, injuries or illness that occur to any member of the Rental Party or Guest's visitors while in the Property or on the Property. Owner is not responsible for loss of personal belongings or valuables belonging to any member of the Rental Party or any of Guest's visitors. Guest agrees to assume the risk of any harm arising from use of the Property. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL OWNER BE LIABLE TO GUEST OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR GUEST'S RENTAL OF THE PROPERTY OR USE OF THE PROPERTY. IN NO EVENT WILL OWNER BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF OWNER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

**17. Indemnification.** Guest acknowledges that the use of the Property by the Rental Party and Guest's visitors is entirely at their own risk. Guest will indemnify and hold harmless Owner from any and all expenses, costs, damages, suits, actions, or liabilities whatsoever arising from or related to any and all loss of or damage to personal property, injury or death resulting from the use or occupancy of the Property or the failure of any member of Rental Party or Guest's visitors to observe the Rules and restrictions set forth in Paragraph 7.

**18. Violation of Agreement.** If Guest or any member of the Rental Party violates any of the terms of this Agreement, including but not limited to maximum occupancy, visitors and rental rules and restrictions, Owner may evict Guest and the Rental Party from the Property and Guest will forfeit all rent and security deposit paid.

**19. Governing Law.** This Agreement and all transactions contemplated by this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State of Missouri (not including its conflicts of laws provisions). Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

**20. Attorneys' Fees.** If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.

**21. Amendments.** This Agreement may be amended or modified only by a written agreement signed by both Owner and Guest.

**22. No Waiver.** Neither Owner nor Guest shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

**23. Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

**24. Notices.** Any notice or communication under this Agreement must be in writing and sent via one of the following options:

- personally delivered
- sent by overnight courier service
- certified or registered mail (postage prepaid, return receipt requested)
- electronic email transmission

**25. Successors and Assigns.** This Agreement will inure to the benefit of and be binding upon Owner, its successors and assigns, and upon Guest and its permitted successors and assigns.

**26. Entire Agreement.** This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other negotiations, understandings and representations (if any) made by and between the Parties.

## SIGNATURES

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**Owner** Signature

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**Guest** Signature

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Francis L Walker

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Elvin T Peoples

**Owner Name**

**Guest Name**

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Date

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Date

## Vacation Rental Short Term Lease Agreement Booking Confirmation

Dear Elvin T Peoples,

Thank you for selecting our property for your vacation.

The property is located at: 1988 Chandler Drive, Webb City, MO 64870

<b>Arrival:</b> February 01, 2018	After 3:00 PM (No early arrival please)
<b>Departure:</b> February 08, 2018	By 11:00 AM

<b>Number of Adults:</b> 1	<b>Number of Children:</b> 0
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Your **reservation deposit** is due immediately in the amount of \$0

Rental rate and fees are as follows:

Rental rate of \$100.00 x 7 days	\$700.00
<b>Total Amount Due</b>	<b>\$700.00</b>

	<b>USD</b>
<b>Total Balance Due 5 Days Before Arrival Date</b>	<b>\$700.00 USD</b>

Please sign and return the attached lease agreement along with your reservation deposit. The balance of the rental amount is due five (5) days before your arrival date. When the total amount due is received, we will send instructions on how to access to the property.

Sincerely,





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# GENERAL INSTRUCTIONS

## What is a Vacation Rental Short Term Lease Agreement?

A Vacation Rental Short Term Lease Agreement is a written document that officially recognizes a legally binding relationship between two parties - an owner, or the person renting out the property - and a guest, or the person renting the property for a short period of time.

## When is a Vacation Rental Short Term Lease Agreement Needed?

With the rise of Airbnb, VRBO, Vacasa and Home Away, short-term vacation rentals have grown rapidly and are a popular alternative to hotels and traditional bed-and-breakfasts. However, having total strangers in your home comes with many risks, and it's important to document the terms of the stay and the expectations of each party. A Vacation Rental Contract allows owners and their guests to put into writing the detailed agreements between them, and any consequences if those agreements are broken. It also allows an owner to set the rules of the guest's stay, and allows the guest to know what to expect when he or she arrives.

## What Should be Included in a Simple Vacation Rental Short Term Lease Agreement?

A simple a Vacation Rental Short Term Lease Agreement will identify the following basic elements:

- **Owner:** who owns and is renting out the property
- **Guest:** who will be staying in and renting the property
- **Property:** what is the property and where is it located
- **Rent:** how much is the guest paying the owner and what are the payment terms
- **Term:** how long will the guest be staying in the property

- **Rental Party:** who else will be staying in the property with the guest

Here are a few examples of what an owner or guest may include in a simple Vacation Rental Lease Agreement:

Guests may or may not:

- Smoke
- Bring a pet dog or pig
- Use the hot tub
- Park in the driveway
- Check in too early
- Play loud music at three in the morning
- Throw a rager
- Invite their whole football team to stay

Owner will provide:

- A bed, or two, or three
- Linens, blankets and pillows
- Kitchen utensils to make a pancake breakfast or dinner
- Television with cable or Netflix and Hulu
- Wireless internet
- Parking spots
- Basic toiletries

## Other Names

As a reference, a Vacation Rental Short Term Lease Agreement is known by other names:

- Vacation Rental Contract
- Vacation Rental Lease Agreement
- Vacation Lease Agreement
- Short Term Lease Contract
- Short Term Rental Agreement
- Short Term House Rental Contract
- Short Term Residential Lease Agreement
- Short Term Residential Vacation Rental Agreement
- Seasonal Rental Agreement