

Short-Term Rental Agreement

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

This kind of document is regulated differently almost everywhere. Many places require specific notices, disclosures or statutory wording, and some make clauses like these unenforceable outright. Treat this template as a starting point to take to a local lawyer, not as a document to sign as-is.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Short-Term Rental Agreement

This Short-Term Rental Agreement (this "Agreement") is made on [Date] between [Host's full legal name or registered business name] of [Host's address for notices] (the "Host") and [Guest's full legal name] of [Guest's address] (the "Guest"). Each is a "Party" and together they are the "Parties".

The Host agrees to make available, and the Guest agrees to book, short-term lodging at the property described below, for the Booking Period stated below and on the terms of this Agreement. This booking is for temporary, transient lodging only, comparable to a hotel or serviced-apartment stay — clause 8 explains what that means and, in particular, what it does not create.

1. The Property and the Booking Period

The Host makes available to the Guest, for lodging purposes only, the property at [Full property address, including unit or unit number] (the "Property"), together with [What is included in the booking, e.g. off-street parking, wifi, linens and towels, or write "as described in the listing"].

Anything not listed is not included, and the Property is offered for lodging use only, not for any commercial, business or event use, without the Host's prior written consent.

The Guest may occupy the Property from check-in on [Check-in date] to check-out on [Check-out date] (the "Booking Period"), a total of [Number of nights] night(s). This Agreement covers only the Booking Period stated here. Extending the stay requires a new booking or a written amendment signed by both Parties, agreed before the Booking Period ends — it is not created merely by the Guest remaining at the Property (see clause 5 on late checkout).

The rate for the Booking Period is [Nightly or weekly rate and currency] per [Write "night" or "week"], giving a total accommodation charge of [Total accommodation charge for the whole Booking Period].

2. Payment

The Guest shall pay [Amount due at the time of booking to confirm the reservation] at the time of booking, and the balance of [Balance amount due] by [Date the balance is due, e.g. 7 days before check-in]. Where the Booking Period begins within [Number of days before check-in that requires payment in full, e.g. 3] days of the booking date, the full accommodation charge is due at the time of booking.

In addition to the accommodation charge, the Guest shall pay [Any additional fees and their amounts, e.g. a cleaning fee or service fee, or write "none"], and any local occupancy, tourist or sales tax that applies to the booking. Payment is by

[Accepted payment method] . This clause does not cover the Damage Deposit, which is separate and dealt with in clause 3.

If the Guest fails to pay any amount under this clause when due, the Host may treat the booking as cancelled by the Guest and apply clause 4.

3. Damage Deposit

Before check-in the Guest shall pay a damage deposit of [Damage deposit amount] (the "Damage Deposit"). The Damage Deposit is not rent and is not part of the accommodation charge; it secures the Guest's performance of this Agreement and covers loss caused by the Guest or by an additional guest or visitor.

The Host may deduct from the Damage Deposit the reasonable cost of repairing damage to the Property or its contents beyond ordinary wear and tear, replacing missing items, extra cleaning beyond a normal checkout clean, and any charge the Host reasonably incurs as a result of the Guest's breach of clause 6 (House Rules) — including a fine, fee or penalty a building, community or short-term-rental registration imposes on the Host because of the Guest's conduct.

Within [Number of days after checkout the Damage Deposit is returned, e.g. 7] days after checkout, the Host shall return the Damage Deposit, or the balance remaining after any deduction, to the Guest by

[How the Damage Deposit is returned, e.g. the same payment method used to pay it] , together with a written itemised statement of any amount withheld.

4. Cancellation Policy

If the Guest cancels [Notice period for a full refund, e.g. 14 days] or more before check-in, the Host shall refund

[Refund on a full-notice cancellation, e.g. the full accommodation charge, less any non-refundable booking fee] .

If the Guest cancels with less notice, the Host shall refund

[Refund on a late cancellation, e.g. 50% of the accommodation charge, or write "no refund"] .

If the Guest does not arrive by the end of the first night of the Booking Period and has not told the Host of a later arrival, the Host may treat the booking as cancelled by the Guest and re-let the Property, subject to the refund this clause provides.

If the Host cancels the booking for a reason other than the Guest's breach of this Agreement, the Host shall refund every amount the Guest has paid, including the Damage Deposit, in full.

5. Check-In and Check-Out

Check-in is from [Check-in time, e.g. 3:00 pm] on the first day of the Booking Period, and check-out is by [Check-out time, e.g. 11:00 am] on the last day. The Guest shall not arrive before check-in or remain past check-out without the Host's prior consent.

Keys, codes or access devices are provided by

[How the Guest receives keys or access, e.g. a lockbox code sent by text message before check-in]

and shall be returned, or the access code disabled, by

[How keys or access are handled at checkout, e.g. left in the lockbox at checkout] .

The Host may inspect the Property promptly after checkout to record its condition and assess any charge under clause 3. If the Guest remains at the Property after checkout without the Host's written consent, the Guest shall pay

[Late-checkout charge, e.g. the nightly rate for each additional day or part-day] for each day or part-day of the overstay, and clause 8 continues to apply, on the same terms, for as long as the Guest remains.

6. House Rules

The Guest shall observe the following house rules for the whole of the Booking Period, and is responsible for the compliance of every additional guest and visitor:

(a) maximum occupancy of

[Maximum number of guests permitted at the Property at any time, including the Guest]

people at the Property at any time, including overnight guests;

(b) no visitor who is not staying overnight may remain after

[Time visitors must leave, e.g. 10:00 pm] without the Host's prior consent;

(c) quiet hours between [Quiet hours, e.g. 10:00 pm and 8:00 am] , and no amplified music or noise audible outside the Property at any time;

(d) smoking and vaping are

[Write "permitted in [specify location]" or "not permitted anywhere on the Property"] ;

(e) pets are [Write "permitted" and any conditions, or "not permitted"] ;

(f) no party, event or gathering, and no occupancy beyond the maximum stated above, without the Host's prior written consent; and

(g)

[Any additional house rule, e.g. shoes off indoors, recycling instructions, or write "no additional rules"] .

7. Guest Conduct, Liability and Indemnity

The Guest shall use the Property only for lawful lodging purposes, shall leave it in the condition recorded at check-in apart from ordinary wear and tear, and shall not do anything that breaches the rules of a building, community or homeowners association applying to the Property, or that voids or increases the premium of the Host's insurance.

The Guest is responsible for the conduct of every additional guest and visitor as if it were the Guest's own, and shall indemnify the Host against any loss, damage, fine or third-party claim arising from a breach of this Agreement or of applicable law by the Guest, an additional guest or a visitor, except to the extent caused by the Host's own negligence.

If the Guest, an additional guest or a visitor materially breaches this Agreement — including a serious or repeated breach of clause 6 — the Host may end this Agreement immediately and require the Guest to vacate the Property, without a refund of the accommodation charge, subject to the Damage Deposit being dealt with under clause 3.

The Host is not liable for the loss of, theft of, or damage to, the Guest's personal property brought onto the Property, except to the extent caused by the Host's negligence or breach of this Agreement. The Guest is responsible for arranging the Guest's own travel and personal-property insurance.

8. Licence to Occupy — No Tenancy Created

This Agreement grants the Guest a personal licence to occupy the Property for lodging purposes, for the Booking Period only. It is a short-term booking, comparable to a hotel or serviced-apartment stay, and is not a lease, a rental of residential premises for the purposes of any landlord-tenant law, or any other grant of a real property interest.

The Guest does not become a tenant, sub-tenant, or lodger with tenancy rights. The Guest acquires no right of exclusive possession of the Property, no right to the notice, cause or process a landlord-tenant law requires before a tenant may be asked to leave, and no other protection that law gives to a residential tenant. The Guest's only right under this Agreement is to occupy the Property for the Booking Period stated in clause 1, on the terms of this Agreement.

At the end of the Booking Period, or on the earlier termination of this Agreement under clause 4 or clause 7, the Guest's licence to occupy ends automatically and the Guest shall vacate the Property by the checkout time stated in clause 5, without the Host having to give any further notice.

This clause states the Parties' intention and does not override a mandatory rule of the

jurisdiction where the Property is located. Some places recharacterise a booking as a tenancy — with the tenant protections that follow — once it runs past a stated length of stay or the Guest is treated as living there rather than visiting, regardless of what this Agreement is titled or says. Where that rule applies, it applies despite this clause, and the Host is responsible for keeping the Booking Period within whatever limit local law sets for a stay to remain a licence rather than a tenancy.

9. Host's Right of Entry and Property Left Behind

The Host, and anyone the Host authorises, may enter the Property during the Booking Period to carry out an emergency repair, respond to a safety concern, or address a suspected breach of clause 6, and shall give the Guest as much notice as is reasonable in the circumstances. Outside an emergency or a suspected breach, the Host shall give at least [Notice period before a routine, non-emergency entry, e.g. 2 hours] notice before entering.

Anything the Guest leaves behind after checkout is held by the Host for [Number of days the Host holds property left behind, e.g. 14] days and may then be discarded or donated. The Host may charge the Guest the reasonable cost of returning an item the Guest asks to have shipped back.

10. Governing Law and General Provisions

This Agreement and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Florida] , and the Parties submit to the jurisdiction of the courts of [Jurisdiction where the Property is located] .

This Agreement is the entire agreement between the Parties about the booking and replaces any earlier understanding, listing description or promotional material about it, except to the extent this Agreement expressly incorporates the listing under clause 1. It may be amended only in writing signed by both Parties. If any provision is held unenforceable, the rest continues in force.

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. It binds no one until both Parties have signed and dated it.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Host

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____

Guest

Signature: _____

Printed name: _____

Date: _____