

SHORT TERM RENTAL USAGE AGREEMENT

Property

This Short Term Rental Agreement (the "Agreement") is made by and between {{host_name}} ("The Host") and {{guest_full_name}} ("Guest") as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Rental Unit. The rental unit is located at: {{listing_street}} (the "Rental Unit").
2. Ownership. The Rental Unit is privately owned by an independent third-party (the "Owner") for which The Host is acting as agent.
3. Rental Party: The rental party shall consist of Guest and the following persons: {{guest_full_name}} (the "Rental Party"). Members of the Rental Party are the sole responsibility of the Guest.
4. Maximum Occupancy: The maximum number of guests in the Rental Unit is limited to {{listing_max_occupancy}} persons. An additional charge of \$10 per person per night after the first guests will be applied.
5. Visitors: Only members of the Rental Party are permitted to stay overnight in the Rental Unit. Anyone else the Guest allows in the Rental Unit during the day (a "Visitor") is the sole responsibility of the Guest and is strictly forbidden unless approved by The Host.
6. Term of the Agreement: The rental period begins at {{check_in_time}} on {{check_in_date}} (the "Check-in Date") and ends at {{check_out_time}} ("Checkout Time") on {{check_out_date}} (the "Checkout Date") (collectively, the "Rental Period").
7. Late Checkout Fee: Unless permission is specifically granted by The Host, Guests who fail to checkout by the 11AM checkout will be charged a late checkout fee of \$10 for 12PM. Any time past 2 PM Guest will have to pay for an additional night on the reservation and be asked to leave the property immediately.
8. Minimum Stay: This Rental Unit requires at least a 1 night minimum stay. Longer minimum stays may be required during holiday periods or if otherwise specified by The Host.
9. Rental Rules: At all times throughout the Rental Period, the Guest, the Rental Party and any Visitors shall abide by the rental rules attached as Exhibit A ("the Rental Rules").
10. Access: Guest shall allow The Host access to the Rental Unit with proper notice for purposes of repair and inspection. The Host shall exercise this right of access in a reasonable manner.
11. **Damage: Guest shall report any damage or issues with the Rental Unit to The Host upon arrival or occurrence. Guests shall be responsible for any damage to or loss from the Rental Unit which occurs during the Rental Period, however caused.**
12. Rental Rate and Fees:
13. Rental Rate: Payment in full of the posted fees shall be due upon booking.
14. Security Deposit: At the discretion of The Host, a security deposit may be required on the Check-In Date. Where applicable, such deposit is for security purposes and shall be refunded within 7 days of the Checkout Date provided no deductions are made due to:

15. damage to the Rental Unit or contents thereof;
16. debris or other mess requiring excessive cleaning; or
17. any other cost incurred by {{host_name}} as a result of the Guest's stay.
18. Cancellation Policy: Unless otherwise specified during booking, if Guest wishes to cancel his/her reservation, payment will be refunded as follows:
19. Reservations are partially refunded two weeks prior to reservation start date.
20. Reservations are fully refundable 48 hours after the booking is confirmed, As long as the cancellation occurs 28 days before check in date.
21. COVID-19 Documented proof is required in order to receive a full refund if a guest or members of their household are unable to fulfill their reservation due to testing positive for the virus.
22. Documented proof of delayed flight schedule will be needed in order to accurately refund the day(s) that you will not be in the unit.
23. Use of Common Areas: Unless permission is specifically granted by The Host, Use of the Rental Unit DOES NOT include the use of any fitness or recreational facilities, swimming pools, or other common areas associated with the Rental Unit whether indoors or outdoors (the "Common Areas"). Any and all references to the Rental Unit throughout this Agreement does not include the Common Areas unless otherwise specified by The Host.
24. Use And Maintenance Of The Rental Unit. The Guest agrees to use the Rental Unit only for the purpose for which it is rented herein and in accordance with this Agreement. The Guest further covenants and agrees to maintain the Rental Unit in a clean, orderly, safe, and sanitary condition, free of trash, junk, pet excrement, refuse, nuisances, or conditions that threaten or tend to threaten the health or safety of anyone, and in a manner or condition which is aesthetically pleasing. The Guest shall not permit any use of the Rental Unit which is inconsistent with or contrary to this Agreement, or which is contrary to applicable laws, rules, and/or regulations ("Applicable Laws"). No business may be conducted from the Rental Unit.
25. Insurance: The Guest expressly recognizes that any insurance for property damage or loss which may be maintained on the Rental Unit does not cover the personal property of the Guest, and that the Guest is responsible for purchasing their own insurance for if such coverage is desired.
26. Indemnification and Assumption of Risk: The Guest expressly assumes the risk of harm to themselves, their property, the Rental Party, and any Visitors arising from their use of the Rental Unit and the Common Areas. Guest shall indemnify and hold harmless The Host, the Owner, and any of The Host's affiliates, employees, agents, representatives, sub-contractors, successors, or assigns from and against any liabilities or any loss or damage whatsoever arising from, related to, or in connection with the Guest's use of the Rental Unit and/or Common Spaces, including, but not limited to, any claim for liability for personal injury or damage or loss of property which is made, incurred or sustained by the Guest, Rental Party, or any Visitors to the Rental Unit during the Rental Period.
27. In the event of war, decisions by the authorities, acts of terrorism, catastrophes, strikes, domestic political disturbances or any other circumstance in The United States beyond the control of the parties that makes it inadvisable, illegal or impossible for the parties to

fulfil their obligations pursuant to this confirmation, either party shall be entitled to terminate this confirmation in writing without the obligation to make compensation in any form.

28. Governing Law: This Agreement shall be governed by and interpreted in accordance with local laws of {{listing_city}}
29. Payment: Acceptable payment methods are through the original booking channel or directly with The Host. If you wish to use a credit card, additional information may be requested in a future stage.
30. By my signature below, I hereby give permission to charge my credit card for the amounts above. I agree that all rental monies are non-refundable per cancellation policy above. I have read my rights to purchase travel insurance.

THE PARTIES AGREE TO THE TERMS OF THIS SHORT TERM RENTAL AGREEMENT, AS EVIDENCED BY THE SIGNATURES SET FORTH BELOW DATED {{date_now}}.

Exhibit A: RENTAL RULES

Throughout the Rental Period, the Guest shall, and shall ensure that the Rental Party and any Visitors to the Rental Unit shall:

1. **Maintain the Rental Unit at all times in a good and tidy condition.**
2. **Not smoke inside the Rental Unit and shall dispose of any cigarette butts outside of the Rental Unit in a safe manner.**
3. **Not cause or create a nuisance or otherwise interfere with the quiet enjoyment of other occupants of the building in which the Rental Unit is located. Quiet hours start at 10PM until 8AM.**
4. **Not bring pets or other animals into the Rental Unit without the express advanced consent of The Host.**
5. **Not move or rearrange any furniture or appliances inside of the Rental Unit.**
6. **Comply with all Applicable Laws.**
7. **Leave the Rental Unit in the same condition of cleanliness in which they found it.**