

## Short Term Rental Agreement

This Short Term Rental Agreement and Contract (the "*Agreement*") is a legally binding agreement made and entered into as of the Reservation Date set forth on the signature page written below of this "*Agreement*" by and between the rental party of undersigned person(s) or company (the "*Guest*") and the undersigned owner, manager, agent, or company ("*Rental Agent*"), pursuant to which the "*Guest*" agree(s) to rent the residence located at \_\_\_\_\_, Las Vegas, NV 89147, (the "Rental Property") during the stated below Rental Period for the Total Rental Fee and additional applicable fee(s), and to all other good and valuable considerations as described herein.

\_\_\_\_\_ ("*Rental Agent*" name)

And

\_\_\_\_\_ ( "*Guest*" name)

List of the names of all other persons of the rental party:

\_\_\_\_\_  
\_\_\_\_\_

The term "*Guest*" refers to each and all of the listed above persons constituting the rental party in this "*Agreement*".

For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Both parties agree to read this "*Agreement*" in its entirety and sign and initial in the marked areas.
2. The "*Guest*" agrees to follow and abide by the herein listed Rental Rules at all times while residing at the Rental Property. The Rental Property is provided in "as is" condition.
3. The "*Rental Agent*" shall be responsible to maintain the Rental Property in the condition and with the provided furnishing exactly as advertised.
4. Failure by the "*Guest*" to adhere to any and all herein listed Rental Rules shall constitute a breach and sufficient cause for immediate termination of this "*Agreement*", the "*Guest*" shall leave the Rental Property immediately upon a request by the "*Rental Agent*", and all monies paid to the "*Rental Agent*" shall be forfeited by the "*Guest*".

### **RENTAL RULES**

#### **RENTAL PERIOD:**

The rental period begins at

2 p.m. on \_\_\_\_\_ (the "*Check-in Date*")

and ends at

10 a.m. on \_\_\_\_\_ (the "*Check-out Date*").

#### **RENTAL FEES:**

Rental fee for the herein stated \_\_\_\_ days Rental Period is \$\_\_\_\_\_

#### **RESERVATION DEPOSIT AND FORM OF PAYMENTS**

Reservation deposit of \$\_\_\_\_\_ (20% of total rental fee) shall be due and paid to the "*Rental Agent*" at signing of this "*Agreement*". Payment in full of the remaining balance shall be due and paid to the "*Rental Agent*" no later than the "*Check-in Date*". All types of payments for any dues in this "*Agreement*" shall be acceptable. In case there is (are) transaction fee(s) imposed by the involved financial institution(s) for the due payments, the "*Guest*" agrees to pay the cost of the transaction fee(s).

#### **OCCUPANCY**

Maximum occupancy of the Rental Property is 12 persons. The "*Guest*" shall be solely responsible to ensure that no one else besides the listed persons of the rental party in this "*Agreement*" resides or visits the property. No visitor(s) is (are) permitted to enter the Rental Property without prior consent of the "*Rental Agent*". In case such a consent is provided, the "*Guest*" agrees to be fully responsible and held accountable for any breach of the herein listed Rental Rules caused by the visitor(s).

"*Rental Agent*" initials: \_\_\_\_\_

"*Guest*" initials: \_\_\_\_\_

#### ASSIGNMENT OR SUBLEASE

The "Guest" is not allowed to and shall not assign or sublease the Rental Property to a third party and/or shall not permit the use of any portion of or the entire Rental Property by any person(s) who is (are) not listed as permitted occupant(s) under this "Agreement".

#### CANCELLATION POLICY

The reservation deposit is fully refundable if this reservation is cancelled by contacting the "Rental Agent" no later than 30 days prior "Check-in Date". In case this reservation is cancelled within 30 days of "Check-in Date", the reservation deposit shall be forfeited by the "Guest" unless the Rental Property is re-rented for the same time period, in which case the "Guest" shall be refunded the reservation deposit by the "Rental Agent" less an administration fee of \$ 50. The "Guest" shall be able to use the forfeited reservation deposit amount as a credit in the same amount towards the balance due for a future reservation of the Rental Property.

In case the "Guest" cancels the reservation on or after the "Check-in Date", the "Guest" shall forfeit all payments, including those electronically possessed by credit or debit card, for the rental amount and related services and no monies shall be refunded by the "Rental Agent" to the "Guest".

#### SECURITY DEPOSIT AND PROPERTY DAMAGE AGREEMENT

A security deposit of \$ 500 is due no later than the "Check-in Date". The deposit is fully refundable on "Check-out Date", providing there is (are) no damage(s), beyond the normal wear and tear, caused by the "Guest" to the Rental Property, its facilities, and furnishings.

The "Rental Agent" may use all or part of the security deposit to pay for repairing any damage(s) or any other cost incurred by the "Rental Agent" due to any "Guest" activities during the rental period. Should the incurred expenses exceed the deposit amount, the "Guest" agrees to pay in full the remaining balance to the "Rental Agent" and authorizes additional credit or debit card charges payable to the "Rental Agent" if such charges are necessary to collect the remaining balance.

#### CHECK-IN AND CHECK-OUT PROCEDURES

No early check-in is allowed without prior consent of the "Rental Agent".

No late check-out is allowed without prior consent of the "Rental Agent". For any delayed check-out the "Guest" agrees to pay to the "Rental Agent" an additional fee of \$ 150 per hour, with a minimum of one (1) hour charge.

In case the "Guest" leaves the Rental Property prior the check-out time without contacting the "Rental Agent" to inspect and secure the Rental Property, the security deposit shall be forfeited by the "Guest".

#### MAINTENANCE AND CLEANING FEE

The "Guest" agrees to and shall maintain the Rental Property during the entire rental period in the same condition as originally provided for use at "Check-in Date". The "Rental Agent", solely at his or her discretion, may enter and inspect the Rental Property without any due notice to the "Guest". Failure by the "Guest" to maintain the Rental Property in the originally provided condition shall constitute a breach of this "Agreement".

For regular maintenance of the Rental Property, a cleaning fee of \$ 200 is due no later than the "Check-in Date". The cleaning fee covers only basic housekeeping services at the end of the rental period such as restocking paper goods and cleaning products, changing and laundering linen, vacuuming and mopping floors, dusting furniture, and sanitizing kitchen and bathroom facilities. For any additional undue or unreasonably necessary cleaning, including but not limited to cleaning various stains or collecting garbage left outside the allocated areas, the "Guest" agrees to pay to the "Rental Agent" an additional cleaning fee of \$ 150 per hour, with a minimum service of one (1) hour, for as many hours as needed to restore the Rental Property in its original condition as provided to the "Guest".

#### INSURANCE

The "Guest" agrees that no insurance benefits shall be provided by the "Rental Agent" for any reason whatsoever. If deemed necessary by the "Guest", a traveler's insurance from a third party is advised to be purchased at the expense of the "Guest".

#### USE AND ENJOYMENT OF RENTAL PROPERTY

##### Use of Premises.

The "Guest" is entitled to the use of all advertised Rental Property premises. The "Rental Agent" shall use its best efforts to ensure the operation of all amenities in the Rental Property and shall not be held responsible for such items failure to work, but shall make every effort to correct any reported issues as quickly as possible. The "Guest" shall be held financially responsible to compensate the "Rental Agent" for the cost to repair any damages to the Rental Property incurred due to negligent or intentional conduct by the "Guest", including but not limited to: fire, flooding, vandalism, and malicious mischief. The "Guest" shall comply with all local laws, ordinances and community rules regarding the use of the Rental Property.

"Rental Agent" initials: \_\_\_\_\_

"Guest" initials: \_\_\_\_\_

#### Quiet Enjoyment

The "*Guest*" is entitled to the quiet enjoyment of the Rental Property and agrees not to cause any disturbance resulting in police action, neighborhood complaints or any violation of the local residing area rules and regulations.

#### Use of Amenities

The "*Guest*" agrees to keep the Rental Property in the same order and condition as originally provided for use upon inception, use appliances and facilities only for their intended uses, grill food only in the outdoor designated barbecue areas.

The "*Guest*" acknowledges that use of amenities such as hot tubs, pools, spas, fireplaces, decks, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children, and such use is at the "*Guest*"'s own risk.

#### Use of Swimming Pool Area

The "*Guest*" agrees to strictly follow all rules as posted on the sign at the gate of the swimming pool area. All persons entering the swimming pool and its surrounding area do so at their own risk, as there is no lifeguard on duty, and shall be responsible for any personal injuries. All persons under age of 18 must be accompanied and supervised by an adult at all times in the entire swimming pool area. Persons under influence of alcohol or drugs are prohibited from entering the entire swimming pool area.

#### Furnishing

The house and recreational areas shall be furnished by the "*Rental Agent*" as advertised. The "*Guest*" agrees to leave the furnishings in the same condition, barring normal wear and tear, as originally provided for use on inception. No moving of any furniture from its original location is allowed. All paper goods, cleaning products and linens shall be provided by the "*Rental Agent*".

#### Locked and Restricted Areas

The "*Guest*" agrees not to make any attempt to enter locked or restricted by signs areas.

#### Smoking

Smoking is only allowed in the outdoor recreational areas. No smoking is allowed inside the house and in the swimming pool.

#### Pets

Pets are not allowed in the entire Rental Property at any time.

#### Key Charge

In case the "*Guest*" fails to return any Rental Property related key(s), the assessed cost to replace the key(s) shall be deducted from the security deposit.

#### HOLD HARMLESS AGREEMENT

By accepting this "*Agreement*".

The "*Guest*" hereby waives and releases any claims against the "*Rental Agent*" for any injuries, accidents, illnesses, or loss of life, that occurred to the "*Guest*", as well as to any visitors invited by the "*Guest*", while residing on and using the Rental Property premises.

The "*Guest*" hereby covenants and agrees to indemnify and hold harmless the "*Rental Agent*" from and against any theft or damage to personal belongings or valuables during the stay at the Rental Property of the "*Guest*" and any visitors invited by the "*Guest*".

The "*Guest*" agrees to immediately notify the "*Rental Agent*" of any emergency, including but not limited to fire, flooding, earthquake or any other natural disaster affecting the Rental Property, and/or any maintenance problem(s) of the Rental Property facilities, so that the situation can be remedied as soon as possible. The "*Rental Agent*" shall not be responsible for any inconveniences or loss of use of premises that may occur beyond the control of the "*Rental Agent*", including but not limited to power or water outages, adverse weather conditions, emergent construction repairs, and mechanical failures of any appliance or facility. No refunds for partial or total loss of use of the Rental Property will be given for occurrences beyond the control of the "*Rental Agent*" except if there is mandatory residential area evacuation, in which case a daily prorated refund will be issued to the "*Guest*" for the remaining days included in the rental period of this "*Agreement*".

Upon written or electronic endorsement, the "*Guest*" agrees that this "*Agreement*" has been read and understood in its entirety. The "*Guest*" accepts without exception all terms, conditions, and restrictions as listed herein in the "*Agreement*".

"*Rental Agent*" initials: \_\_\_\_\_

"*Guest*" initials: \_\_\_\_\_

## **GENERAL PROVISIONS**

The words "*Rental Agent*" and "*Guest*" shall include their respective heirs, successors, and representatives. This "*Agreement*" contains the entire agreement between the parties with regard to the rental of the Rental Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the "*Guest*" and the "*Rental Agent*". This "*Agreement*" shall be governed by the laws of the State of Nevada. Should any dispute(s) hereunder arise(s) by and between the parties of this "*Agreement*", the prevailing party shall be entitled to its actual attorney's fee in relation thereto.

The waiver or failure to enforce any breach or provision of this "*Agreement*" shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the "*Agreement*" shall not be affected. Any notice required to be given under this "*Agreement*" shall be in writing and sent to the contact information included herein. This "*Agreement*" may be signed in one or more counterparts, each of which is an original, but taken together constitute one in the same instrument.

Execution of a digital signature shall be deemed a valid signature. Upon booking a reservation online for the herein described Rental Property, this "*Agreement*" shall be deemed as digitally signed and executed by both the "*Rental Agent*" and the "*Guest*". The "*Guest*" agrees to enter all required herein personal information and sign the "*Agreement*" in person no later than the check-in date as failure to comply with this requirement shall constitute a breach and sufficient cause for immediate termination of this "*Agreement*" and all monies paid to the "*Rental Agent*" shall be forfeited by the "*Guest*".

x \_\_\_\_\_ "*Rental Agent*"      x \_\_\_\_\_ "*Guest*"  
name name

x \_\_\_\_\_ "*Rental Agent*"      x \_\_\_\_\_ "*Guest*"  
address address

x +1 808 454 7119 \_\_\_\_\_ "*Rental Agent*"      x \_\_\_\_\_ "*Guest*"  
phone phone

x lv3741@hotmail.com \_\_\_\_\_ "*Rental Agent*"      x \_\_\_\_\_ "*Guest*"  
e-mail e-mail

x \_\_\_\_\_ "*Guest*"  
Passport or Driver License Number

x \_\_\_\_\_ "*Guest*"  
Date of Birth

x \_\_\_\_\_ "*Rental Agent*"  
date

x \_\_\_\_\_ "*Guest*"  
date

x \_\_\_\_\_ "*Rental Agent*"  
signature

x \_\_\_\_\_ "*Guest*"  
signature