

HOLIDAY PROPERTY LETTING AGREEMENT

1. Parties:

Owner:

[name of owner]

[address of owner] *[or if agent is acting, use the agent information]*

Agent for Owner:

[name of agent]

[address of agent]

Renter:

Name(s): _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

The above named Agent is authorised to act on behalf of Owner and to enter into this Agreement on behalf of Owner. Renter acknowledges and understands that the contract made hereunder is between Renter and Owner.

2. Description of Property:

[describe the property, facilities, details of location, etc]

Owner hereby lets to Renter, for the Term (as hereinafter defined), the property described as _____, and located at

_____, including the furnishings, fixtures and personal possessions listed in the attached Inventory (all of which are hereinafter referred to as the 'Property').

3. Term:

The Term shall commence at _____ AM / PM on _____ [insert date] (the 'Check-In Time') and shall terminate at _____ AM/PM on _____ [insert date] (the 'Check-Out Time').

Owner will use its commercially reasonable efforts to have the Property ready for occupancy by Renter at Check-In Time. If Renter is delayed for any reason and is unable to take possession at the Check-In Time, Renter is responsible for notifying Owner of such delay so that special arrangements can be made for Renter to pick up the keys.

At Check-In Time, Renter will be issued _____ set(s) of keys for the Property. Renter must be responsible for the cost of replacement, and for the costs of re-keying and/or replacement of locks in the event that any keys are lost, misplaced or not returned.

4. Rent:

Renter shall pay Owner total rent for the Rental Period in the sum of _____, which includes a security deposit of _____, which will be refunded within _____ weeks of the departure date, less any costs of damages, telephone or other charges which Owner is entitled to deduct. No interest will be paid to Renter on the security deposit.

The rental prices are based on the rate of exchange as at _____ [insert date]. Prices may be increased, should accommodation costs increase due to changes in the exchange rate, but no additional payments will be requested following settlement of the final invoice. Should surcharges imposed after the date of confirmation of the booking exceed _____% of the total rental amount, Renter shall have the right to cancel the booking, and Owner will refund in full any monies paid by Renter.

5. Terms of Payment:

Rent will be paid as follows:

Non-refundable deposit paid at time of reservation	_____
Balance (including security deposit)	
to be paid at least _____ weeks before	
date of arrival	_____



TOTAL RENT PLUS SECURITY DEPOSIT: _____

Owner reserves the right to cancel the booking if the balance of the rental amount remains unpaid after the due date, and shall be entitled to retain any deposit paid. For reservations made less than ____ weeks prior to the date of arrival, immediate payment of the entire rental amount is required.

6. Cancellation:

Cancellation by Renter: Any cancellation must be made in writing by the person who signed the reservation form. The effective date of cancellation will be the date of receipt by [Owner / Agent] of the written cancellation request. The following charges will apply:

If cancellation is ____ weeks or more before arrival date - forfeiture of deposit

If cancellation is within ____ weeks of arrival or if the booking is cancelled by [Owner / Agent] due to failure to pay by the due date - 100% of total rental costs

Cancellation by Owner: In the unlikely event that the Property becomes unavailable and Agent is unable to offer Renter acceptable alternative accommodation on behalf of Owner, all funds paid by Renter will be refunded, including any deposit, and Owner and Agent shall have no further liability to Renter.

7. Change of Reservation:

If Renter requests a change to the reservation altering the date(s) of the commencement and/or termination of the lease or a change in the premises being rented hereunder, such change will be subject to a non-refundable rescheduling fee of _____. All changes must be at least _____ days prior to the commencement of the Rental Period, and are subject to availability. Owner may, at its discretion, approve a change of reservation requested less than ____ days prior to the commencement of the Rental Period, however, an administration fee of _____ will apply.

8. No Show:

If Renter does not show up within twenty-four (24) hours following the Check-In Time, and has failed to contact Owner regarding any delay in arrival, Renter will be considered a 'no show' and shall be liable to Owner for the total amount of the Rent and other charges as set out in Section 4 of this Agreement, together with an administrative charge in the amount of _____.

9. Information:

While Owner will make every effort to ensure that descriptions supplied are accurate, we cannot accept responsibility for errors contained therein or the results thereof. Minor differences between photographs and text and actual property may arise. Renter will be informed of any material changes that arise after the booking has been confirmed.

10. Renter's Responsibilities:

- (a) Renter shall not use or occupy the Property in any way whatsoever other than as a private holiday residence for a maximum of _____ persons.
- (b) Only those persons named on the reservation form may use the Property without prior written consent from [Owner / Agent]. In the event that the maximum number allowed at the Property is exceeded without such prior written consent, Owner reserves the right to refuse or revoke the booking, at its sole discretion.
- (c) Renter must keep the Property in the same state of repair and condition as at the commencement of the Rental Period. The Property must be left in the same state of cleanliness and general order in which it was found.
- (d) Should any of Owner's items listed in the attached Inventory be lost or damaged, Renter will be required to make immediate cash settlement with Owner, or at the request of Owner, with Agent on Owner's behalf, for any necessary replacement or repair either before or after Renter's departure from the Property.
- (e) Renter shall not make any alteration, addition, redecoration or painting of the Property.
- (f) Renter shall not do or permit anything to be done on or at the Property which may be or become a nuisance, disturbance or annoyance to any other occupiers of the Property, or to owners or occupiers of adjoining or



- neighbouring properties, or which may in any way prejudice the insurance of the Property or cause an increase in the premium payable for such insurance.
- (g) Smoking is not allowed in the Property.
 - (h) Renter is responsible for ensuring that there is no consumption of alcoholic beverages by minors in or near the Property.
 - (i) There shall be no use of any illegal drugs by any Renters, occupants or visitors in or near the Property.
 - (j) *[for premises that do not allow pets]* No pets of any sort are allowed in the Property at any time, including those belonging to visiting guests. Violation of this term will result in immediate eviction and forfeiture of all Rent and Renter's security deposit. *(OR for premises that do allow pets)* Renter shall be allowed to bring ____ pet(s) on the premises. The pet fee is ____ per pet for the Rental Period. Prior permission must be granted. Within ____ days of reservation, Renter must provide Owner with the following information regarding the pet(s), for Owner's consent: (i) type of pet (including breed), (ii) size of pet, (iii) age of pet, and (iv) confirmation that pet is neutered or spayed. No pet which has not been neutered or spayed will be allowed in or on the Property. Current veterinary certificates must be provided, as well as proof of a flea/tick preventative program. PETS ARE NOT ALLOWED ON FURNITURE OR BEDDING. Renter is responsible for cleaning up after the pet(s), both inside the Property and on the grounds, and for paying for any damages to the Property or its contents caused by the pet(s).
 - (k) At Check-Out, Renter must remove all rubbish and personal items belonging to Renter and other occupants of the Property, turn off lights, stereo, television and leave all keys _____ *[give location where keys are to be left]*.

11. Complaints:

Any complaints regarding the Property should be addressed to Owner.



12. Contents Insurance:

Renter acknowledges and understands that Owner's insurance coverage of the Property and the contents do not extend to the personal belongings of Renter and other occupants of the Property.

13. Damage:

Neither Agent nor Owner shall be responsible for the death or personal injury of Renter or any person named on the reservation form or any other person present in the Property unless the same results from the proven negligence of Agent, Owner or their employees. Agent and Owner shall not be liable for any loss, breach or delay due to any cause beyond their reasonable control, including but not limited to acts of God, explosion, flood, tempest, accident, fire, strikes, lock-outs or other industrial actions or disputes, war or threat of war, civil disturbance, inclement weather, or any act, restriction, regulation, by-law or measure of any kind on the part of any governmental or local authority. In any such case, the contract shall be treated as discharged, and the liability of Agent and Owner shall be limited to the return of sums paid to them in respect of the unused portion of the Rental Period calculated on a pro rata daily basis less an administrative charge of _____ to cover reasonable expenses. Neither Agent nor Owner shall be held responsible for the breakdown of mechanical equipment such as pumps, boilers, swimming pool filtration systems and air conditioning systems, or for the failure of public utilities such as water, gas and electricity. Neither Agent nor Owner are responsible for noise or disturbance originating beyond the boundaries of the Property or which is beyond their control.

14. Assignment

This Agreement is personal to Renter, and Renter shall not assign, sublet, charge or part with or share possession of all or any part of the Property.

15. Contact Person:

In the event that you experience any problems during your stay, please contact:

[name]
[address]
[telephone number(s)]
[fax number]



[email]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed by or on behalf of the Owner
Renter

Signed by or on behalf of the

Print Name & Title (if any)

Print Name of Renter

Date

Date