

SHORT TERM RENTAL AGREEMENT AND DEPOSIT RECEIPT

RECEIVED FROM _____, hereinafter referred to as Tenant, the sum of \$ _____ (_____ dollars), evidenced by _____ as a deposit. Upon acceptance of this Agreement, the Owner of the premises, hereinafter referred to as "Owner", will apply as follows:

| | TOTAL | RECEIVED | BALANCE DUE PRIOR TO OCCUPANCY |
|---|-----------------|-----------------|--------------------------------|
| Rent for the period from _____ to _____ | \$ _____ | \$ _____ | \$ _____ |
| Security deposit | \$ _____ | \$ _____ | \$ _____ |
| Other _____ | \$ _____ | \$ _____ | \$ _____ |
| TOTAL | \$ _____ | \$ _____ | \$ _____ |

In the event this Agreement is not accepted by the Owner, **within _____ days**, the total deposit received will be refunded.

Tenant offers to rent from the Owner the premises commonly known as _____,
(Street Address)

_____, upon the following **terms and conditions**:
(City/State/Zip)

1. **TERM.** The term will commence on (date) _____ at _____ o'clock a.m., p.m., and continue until (date) _____ at _____ o'clock a.m., p.m.
2. **RENT.** Rent will be \$ _____, per day, plus occupancy tax of _____, payable prior to occupancy to Owner or his or her authorized agent, at the following address: _____.
3. **FURNISHINGS INCLUDED.** The unit has _____ single; _____ double; _____ queen; and _____ king size beds. The following items, if checked, are included in the rental:

| | | |
|---|--|--|
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Air Conditioning | <input type="checkbox"/> Garbage Disposal |
| <input type="checkbox"/> Washer/Dryer | <input type="checkbox"/> Garage/Carport for cars | <input type="checkbox"/> Linens |
| <input type="checkbox"/> T.V. | <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Flatware, Dishes & Cooking Utensils |
| <input type="checkbox"/> Video Recorder/ Player | <input type="checkbox"/> Microwave Oven | <input type="checkbox"/> _____ |
4. **UTILITIES.** Owner will be responsible for the payment of all utilities and services, except the following, which will be paid by Tenant: (a) long distance telephone; (b) other: _____.
5. **USE.** The premises will be used exclusively as a residence for no more than _____ persons.
6. **ANIMALS.** No animals will be brought on the premises without the prior consent of the Owner; except _____.
7. **HOUSE RULES.** Tenant agrees to abide by all house rules (and, if applicable, the rules of the Owner's Association), including rules with respect to smoking, noise, odors, disposal of refuse, animals, parking, and use of common areas.
8. **ORDINANCES AND STATUTES.** Tenant will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the premises, including, but not limited to, the use or sale of illicit drugs.
9. **ASSIGNMENT AND SUBLETTING.** Tenant will not assign this Agreement or sublet any portion of the premises without prior written consent of the Owner.
10. **MAINTENANCE AND DAMAGE.** Tenant acknowledges that, unless the Owner is notified immediately upon occupancy, the premises, including the furniture, furnishings and appliances, are in good working order and repair. Tenant will keep the premises in a clean and sanitary condition, and will immediately notify Owner of any damage to the premises or its contents, or any inoperable equipment or appliances. Tenant will surrender the premises, at termination, in as good condition as received, normal wear and tear excepted. Tenant will be responsible for any damage caused by Tenant or his or her family, invitees, and guests. Tenant will not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any other occupant in the complex. **It is understood that Owner's insurance does not cover Tenant's personal property.**
11. **ENTRY AND INSPECTION.** Owner will have the right to enter the premises: (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, inspect the condition of the property, show the premises to prospective or actual buyers, lenders, tenants, workers, or contractors; (c) when tenant has abandoned or surrendered the premises. Except under (a) and (c), entry may be made only during normal business hours, and with at least 24 hours prior notice to Tenant.
12. **INDEMNIFICATION.** Owner will not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, or in common areas, unless such damage is the legal result of the negligence or willful misconduct of Owner, his or her agents, or employees. Tenant agrees to hold Owner harmless from any claims for damages, no matter how caused, except for injury or damages caused by negligence or willful misconduct of Owner, his or her agents or employees.

Tenant [_____] [_____] has read this page.

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Property Address _____

13. **SECURITY DEPOSIT.** The security deposit will secure the performance of Tenant's obligations. Owner may, but will not be obligated to, apply all portions of said deposit on account of Tenant's obligations. The security deposit is refundable if there is no damage and the unit is left in a clean condition. The balance of all deposits will be refunded **within three weeks** (or earlier if required by law), from date possession is delivered to Owner or his or her authorized agent, together with a statement showing any charges made against such deposits. Tenant does, does not, request Owner to provide a cleaning service at departure, and authorizes the sum of \$ _____ to be deducted from the security deposit for the cleaning service.

14. **WAIVER.** Failure of Owner to enforce any provision of this Agreement will not be deemed a waiver. The acceptance of rent by Owner will not waive his or her right to enforce any provision of this Agreement.

15. **NOTICES.** Unless otherwise provided, any notice which either party may give or is required to give, may be given personally or by mailing the same, postage prepaid, to Tenant or Owner at the address shown in the signature block or at such other places as may be designated by the parties from time to time. Notice will be deemed effective three (3) days after mailing, or on personal delivery, or when receipt is acknowledged in writing.

16. **TIME.** Time is of the essence of this Agreement.

17. **ATTORNEY'S FEES.** In any action or proceeding involving a dispute between Owner and Tenant arising out of this Agreement, the prevailing party will be entitled to reasonable attorney fees and any costs incurred.

18. **FAIR HOUSING.** Owner and Tenant understand that the state and federal housing laws prohibit discrimination in the sale, rental, appraisal, financing or advertising of housing on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, age, mental or physical disability.

19. **ADDITIONAL TERMS AND CONDITIONS.**

20. **ENTIRE AGREEMENT.** The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties. This Agreement and any modifications, including any photocopy or facsimile, may be signed in one or more counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument. If there is more than one Tenant, all tenants are jointly and severally liable under this rental agreement.

NOTICE: Some states require that residential leases contain language which notifies the parties as to how to access the convicted sex offenders data base ("Megan's Law"). If such a notice is required, an appropriate addendum should be attached to this form.

Tenant has read and agrees to the above terms and conditions, and acknowledges receipt of a copy of this Agreement.

Tenant _____ Date _____ Owner _____

Tenant _____ Date _____ By _____ Date _____

Tenant Address _____ Owner Address _____

Tenant's Telephone _____ Owner's Telephone _____

Tenant's Fax _____ Owner's Fax _____

Tenant's e-mail _____ Owner's e-mail _____

Receipt for deposit acknowledged by _____ Date _____

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