Short-Term Vacation Rental Agreement (United States)

This template is for stays booked directly with the Host, not through Airbnb, Vrbo or another booking platform. It is general information, not legal advice. Have it reviewed by an attorney in your state before you use it. Replace every blank and bracket, and delete any optional clause you don't need.

1. The Parties

This agreement is made on _____, 20__ between _____ [guest's name] of _____ [guest's address] (the "Guest") and _____ [host's name] of _____ [host's address] (the "Host").

2. The Property

- Property address: _____
- Local short-term rental permit or registration number (if required): _____
- State or local lodging tax ID (if required): _____

3. Stay Dates and Guests

- Check-in: after __:__ ☐ AM ☐ PM (local time) on _____, 20__
- Check-out: by __:__ ☐ AM ☐ PM (local time) on _____, 20__
- Overnight guests: ___ adults and ___ children
- Maximum occupancy: no more than ___ people at the property at any time, including children and visitors

The Guest must be at least ___ years old [21 or 25 is common for US vacation rentals] and must stay at the property for the whole rental period.

4. Rent, Fees and Taxes (USD)

- Rent: $_____ total, for ___ nights at $_____ per night
- ☐ Cleaning fee: $_____
- ☐ Extra guest fee: $_____ per person per night above ___ guests
- ☐ Pet fee: $_____
- ☐ State and local sales, lodging or occupancy taxes (___%), if the Host must collect them: $_____
- ☐ Other (_____): $_____
- **Total: $_____**

Payment schedule: $_____ is due when the Guest signs this agreement, and the balance of $_____ is due by _____, 20__.

5. Security Deposit

☐ The Guest will pay a security deposit of $_____ by _____, 20__. Within ___ days after check-out, the Host will return it, less the reasonable cost of any damage beyond normal wear and tear, missing items, extra cleaning, or charges set out in the House Rules. The Host will give the Guest an itemized list of any deductions.

6. Cancellations and Refunds

If the Guest cancels in writing:

- ___ or more days before check-in: ___% of the rent paid is refunded.
- ___ to ___ days before check-in: ___% of the rent paid is refunded.
- Fewer than ___ days before check-in: no rent is refunded, unless the Host rebooks the same nights, in which case the Host will refund the rent received for those nights.

The security deposit, and fees for services not provided (such as cleaning), are refunded in full. If the Host cancels, the Guest receives a full refund of everything paid. If the property becomes uninhabitable or is under an evacuation order during the stay, the Host will refund the rent for the nights affected. Otherwise, there are no refunds for early departures, weather, road conditions or other events outside the Host's control.

7. Direct Booking

This agreement is for a stay booked directly with the Host. It does not cover stays booked through Airbnb, Vrbo or any other booking platform, which are governed by that platform's own terms.

8. Use of the Property

The Guest is renting the property as vacation accommodation for a short stay. The Guest does not intend to make the property a residence, and this agreement does not create a tenancy under the landlord-tenant laws of the State of _____. The property may not be used for commercial purposes, events or filming without the Host's written consent. The Guest may not sublet the property or transfer this agreement.

9. House Rules

The Guest agrees to follow the House Rules in Exhibit A at all times, and to make sure everyone in the Guest's party and any visitors follow them too.

10. Care of the Property

The Guest will keep the property clean and in good condition, use it carefully and lawfully, and put all garbage and recycling in the designated areas. The Guest will report any damage or breakage to the Host promptly. The Guest is responsible for the cost of repairing damage caused by the Guest's party or visitors, beyond normal wear and tear. The Host may deduct that cost from the security deposit, if one is paid.

11. Host's Access

The Host or the Host's representatives may enter the property with at least ___ hours' notice for repairs or inspections, and at any time in an emergency.

☐ **Optional: showings.** If the property is listed for sale and this was disclosed to the Guest before booking, the Host may show it to buyers between 9 a.m. and 8 p.m., no more than ___ times during the stay, with at least ___ hours' notice, whether or not the Guest is present. The Host will try to schedule showings at convenient times.

12. Quiet Enjoyment and Neighbors

The Guest will respect the neighbors and must not create noise or disturbances likely to bother them. Quiet hours are set out in the House Rules.

13. Late Check-Out

If the Guest stays past the check-out time without the Host's written approval, the Guest will pay $_____ per hour or part hour, up to the nightly rate for each extra night. The Guest will also pay any costs this causes the Host, such as a refund owed to the next guest.

14. Breaking the Agreement

If the Guest, anyone in the Guest's party or a visitor seriously breaks this agreement, the Host may end the stay by notice. Serious breaches include exceeding the maximum occupancy, holding a party or event, illegal activity, causing significant damage, or repeated noise complaints. The Guest must then leave the property within ___ hours, and rent for the remaining nights will not be refunded. The Host may take any steps allowed by law to recover the property.

15. Firearms, Hazardous Materials and Illegal Use

☐ No firearms are allowed on the property.

Fireworks and other hazardous materials may not be used in or around the property. The property may be used only for legal purposes. Growing cannabis anywhere on the property is not allowed.

16. Optional: Hot Tub, Pool, Boat and Fireplace

☐ The property includes a _____ [hot tub / pool / boat / kayaks / fireplace / wood stove]. The Guest uses it at the Guest's own risk. The Guest must follow any posted rules, supervise children at all times, and not use it after drinking alcohol or using drugs. No glass is allowed in or around a hot tub or pool.

17. Liability and Insurance

The Guest is responsible for, and will indemnify the Host against, claims for injury, loss or damage caused by the Guest, anyone in the Guest's party or their visitors. This does not apply to anything caused by the Host's own negligence or willful misconduct. The Host's insurance does

not cover the Guest's personal belongings, so the Guest should buy their own travel or personal property insurance if they want that coverage.

18. Amenities

The Host provides towels, linens, dishes, cutlery and basic kitchenware, and the Guest will clean any dishes used before check-out. TV, streaming services and Wi-Fi are provided for convenience only. No rent will be refunded for outages, speed, content or other problems with them.

19. Items Left Behind

The Host will make a reasonable effort to contact the Guest about valuable items left behind. Items not claimed within ___ days become the Host's property. The Host is not responsible for the condition of those items. The Guest pays any shipping costs.

20. Attorney's Fees

If either party has to take legal action to enforce this agreement, the prevailing party may recover reasonable attorney's fees and costs from the other party.

21. Host Contact

- Host or manager name: _____
- Phone: _____
- Email: _____
- Address: _____

22. Governing Law

This agreement is governed by the laws of the State of _____.

23. Other Terms

The parties also agree to the following: _____

This agreement, including Exhibit A, is the whole agreement between the parties. It may be signed electronically and in separate copies. If any part of this agreement is found to be unenforceable, the rest of the agreement remains in effect.

Signatures

The Host and Guest agree to the terms above and confirm that the information provided is accurate.

	Signature	Print name	Date
Guest			
Guest			
Host			

Exhibit A: House Rules

Edit these to suit your property. Rules marked [example] are samples from one property; replace or delete them.

- No pets (service animals are allowed as required by law). [Delete this rule if you allow pets and charge the pet fee in clause 4.]
- No smoking or vaping of any kind, including tobacco, cannabis and e-cigarettes.
- No parties or events.
- Check-in and check-out times are in clause 3.
- [example] Self check-in with a keypad. The code will be sent before arrival.
- Guests under ___ must be with a parent or guardian.
- [example] No bikes inside. Use the bike locker in the parking garage.
- [example] Parking: up to ___ vehicles, in ___ only.
- [example] No outdoor shoes on the carpet.
- [example] Please use the dark towels to remove makeup. ($25 charge for a stained white bath towel, $15 for a hand or face towel.)
- Quiet hours are 10 p.m. to 8 a.m. Please be respectful of the neighbors.
- Enjoy your getaway and have fun!

Free template from Vacation Property Online (vacationpropertyonline.com). Updated October 2026.