

RENTAL AGREEMENT

This Agreement is made by and between _____ (“Landlord”) and _____ (“Renter”).

Subject to the terms and conditions of this Agreement, and in consideration of Renter's payment of rent, Landlord hereby leases to Renter and Renter hereby leases from Landlord, the following Vacation Home:

The Vacation Home (“the Vacation Home”) is located at _____ in _____.

Term

The Rental Period shall commence on the _____ day of _____ and shall continue in full effect until the _____ day of _____.

Rent

Renter shall pay Landlord rent in the amount of \$ _____ per week, beginning on the date listed date listed above. This rent is due on the _____ day of each week, and must be paid no later than the _____ day of each week. Any rent payment not received by the due date shall be considered overdue and in addition to Landlord's other remedies, Landlord may levy a late payment charge of \$ _____ if the rent payment is not received by the _____ of the week.

Security Deposit

Renter shall pay a security deposit in the amount of \$ _____. Landlord shall refund the full security deposit within _____ days from the date Renter vacates the Vacation Home and terminates this agreement. Landlord may retain all or a portion of the security deposit only for the following reasons: non-payment of rent; any damage to the Vacation Home, non-payment of any charges and expenses for removal from the Vacation Home of any property abandoned by Renter.

Pets

Without Landlord's prior written consent, no animal, bird or other pet shall be brought in Vacation Home or kept on the property on which the Vacation Home is located.

Occupants

The Vacation Home shall be occupied only by the Renter and the following persons:

Any additional occupants may not reside in the Vacation Home without the written consent of the Landlord. Any guests occupying the Vacation Home for more than _____ days at any time is prohibited and the same shall be considered a breach of this Agreement.

Quiet Enjoyment

Renter shall be entitled to quiet enjoyment of the Vacation Home. Renter shall use the Vacation Home in a way to respect the privacy of other residents. Renter shall not act in a way that unreasonably disturbs other residents, and shall refrain from illegal activities. Resident shall be responsible for the activities and behavior of persons residing with resident and guests of the resident.

Maintenance

Landlord shall be responsible for any and all routine maintenance of the Vacation Home during the term of this Agreement. Renter shall be responsible for the cost of repairing any damage done by the Landlord, other residents, or guests at the Vacation Home.

Condition

Renter shall keep the Vacation Home neat and clean, and use the Vacation Home in such a manner as not to be detrimental to any other resident or to the community for health, safety or aesthetic reasons.

Alterations

No substantial alterations, addition or improvement shall be made by Renter to the Vacation Home without the permission of Landlord in writing. Such consent shall not be unreasonably withheld, but may include the Landlord's agreeing to restore the dwelling unit to its prior condition before moving out.

Right to Inspect

Landlord shall have the right to enter the Vacation Home at any reasonable time for the purpose of inspection or make necessary repairs. Under these conditions, the Landlord shall give the Renter _____ days written notice before entering the Vacation Home.

Termination

The term of this agreement is weekly. The agreement will automatically terminate at the end of the term unless the the Landlord and Renter mutually agree to continue the rental.

Indemnity

Renter shall indemnify Landlord against and and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees, arising out of, connected with, or resulting from Renter's use of the Vacation Home, including, without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Vacation Home.

Subletting

Renter shall not rent the Vacation Home or sublet the Vacation Home without the written consent of the Landlord. Any such attempt to sublet or assignment by Renter shall be a breach of this Agreement and cause for immediate termination of the Agreement.

Severability

If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both parties.

Governing Law

This Agreement shall be governed by the laws of the state of _____.

Notices

Any Notice and other communications which either party desires to give the other, may be given either personally or by postal mail to the following address:

Landlord:

Renter:

Waiver

The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of rent by Landlord does not waive Landlord's right to enforce any provisions of this Agreement.

Date _____

Date _____