

Disclaimer - This content and download document is for informational purposes only. Please do not use this information as official legal advice. We highly recommend you have a real estate lawyer and legal expert review it before using it in any official capacity. By using this example template, you acknowledge this disclaimer.

Short Term Rental Agreement

This Short-Term Rental Management Agreement ("Agreement") is made and entered into this ___ day of _____, 20, by and between:

Property Owner: _____ ("Owner")

Property Manager: _____ ("Manager")

The purpose of this Agreement is to define the terms and conditions under which the Manager will provide property management services for the short-term rental property located at _____ ("Property").

1. Contract Duration

1.1 This Agreement shall commence on _____ (Start Date) and continue until _____ (End Date) unless terminated earlier as provided herein.

1.2 Either party may terminate this Agreement by providing ___ days written notice to the other party.

2. Property Manager's Responsibilities

The Manager hereby agrees to perform the following duties, including but not limited to:

- Marketing and listing the Property for short-term rentals.
- Screening and securing guests according to the terms of this Agreement.
- Collecting rental payments, security deposits, and applicable fees from guests.
- Coordinating cleaning services and ensuring the Property is maintained to a high standard.
- Overseeing day-to-day operations, general maintenance, and responding to guest concerns or emergencies in a timely manner.
- Providing the Owner with periodic financial and occupancy reports.

3. Property Owner's Responsibilities

The Owner agrees to fulfill the following duties:

- Ensuring the Property complies with all applicable zoning laws, local regulations, and licensing obligations.

- Providing the Manager with access to sufficient funds, as necessary, to cover expenses such as repairs, cleaning fees, and other operating costs.
- Maintaining a reserve fund of \$_____ for emergency repairs or unexpected expenses related to the Property.
- Indemnifying and holding the Manager harmless from any legal issues arising from damages or injuries occurring at the Property, as outlined in Section 7.

4. Insurance Requirements

4.1 The Owner shall maintain valid homeowner's insurance with appropriate short-term rental coverage. Proof of insurance shall be provided to the Manager upon request.

4.2 The Manager shall carry liability insurance to protect against claims arising from duties performed under this Agreement.

5. Financial Terms

5.1 Management Fee: The Owner agrees to pay the Manager a fee of *% of gross rental income generated from the Property* or \$_____ per month (whichever is greater).

5.2 Additional Fees: The Owner is responsible for covering any out of scope payments incurred during the management of the Property, including significant repairs or upgrades, only upon prior mutual agreement between both parties.

5.3 Payment Structure: The Manager agrees to transfer all net income, less agreed-upon fees and expenses, to the Owner on or before the ____ day of each month.

6. Security Deposits and House Rules

6.1 The Manager will collect a security deposit of \$_____ from each guest and enforce the Property's house rules as provided by the Owner. Any deductions from the deposit for damages or violations will be communicated to both parties.

7. Indemnification and Legal Protection

7.1 The Owner agrees to release, defend, indemnify, and hold the Manager harmless from lawsuits, claims, and liabilities arising from damages, guest injuries, or accidents occurring at the Property, except when caused by gross negligence or misconduct by the Manager.

7.2 The Manager shall not be held liable for any damages, delays, or issues resulting from external circumstances such as weather, guest misconduct, or contractor performance.

8. Reporting and Communication

The Manager agrees to provide detailed reports to the Owner, including but not limited to:

- Monthly statements summarizing income and expenses.
- Notifications of any legal issues, complaints, or incidents involving the Property or its guests.

- Regular updates on maintenance and general condition of the Property.

9. Emergency Procedures

9.1 The Manager must notify the Owner immediately in the event of emergencies requiring repairs exceeding \$ _____, unless the repair is urgent and necessary to prevent additional damage or to ensure safety.

9.2 All urgent repairs or maintenance that exceed the reserve fund must be authorized by the Owner before work is performed.

10. Contract Termination

10.1 This Agreement may be terminated by either party under the following conditions:

- By written notice of ___ days as outlined in Section 1.2.
- Breach of any material term or condition by either party, provided the breach is not corrected within ___ days of written notice.
- Upon mutual agreement between both parties.

10.2 Upon termination, the Manager shall provide a detailed account of all reservations, income, and expenses up to the termination date and return any remaining funds from the reserve account.

11. Entire Agreement

This Agreement constitutes the entire agreement between the Owner and the Manager. It supersedes all prior understandings, agreements, or representations, whether written or oral.

Both parties agree to uphold the terms outlined above and affix their signatures as acknowledgment of understanding and acceptance.

Property Owner Signature: _____

Property Manager Signature: _____

Date: _____