

*This agreement is a sample form only. You should have local legal counsel review and revise as necessary for compliance with federal, state and local law and your particular circumstances. You should revise as necessary to accurately represent your property, rules, features, etc. This agreement is not a substitute for the advice of an attorney.*

[Property Logo]

## Rental Agreement & Terms & Conditions

The following agreement and accompanying Terms and Conditions of Rental binds a contract between the following two parties:

'THE RENTER'		'THE OWNER'
	Name	
	Address	
	Tel No	

The property rented in this agreement is known as [PROPERTY NAME]  
Maximum number of occupants – #

### 1 Guests

Please list all members of your party in the table below. All persons listed will be bound by the terms of this agreement. Only persons listed on this agreement may occupy the property at any time.

Title	Forename	Surname	Age	Occupation


## 2 Rental Period

The period of this rental shall be **from [ARRIVAL DATE] to [DEPARTURE DATE]**. The property will be ready for occupancy **from [Check in time] on [ARRIVAL DATE]**, and must be vacated by **[Check out time] on [DEPARTURE DATE]** (unless otherwise agreed with THE OWNER).

## 3 Payment and Damage Deposit

The rent for the period is **[AMOUNT]** payable as follows:

**A deposit of [AMOUNT] is payable by return**, together with the signed rental agreement. Cheques to be made payable to **[YOUR NAME]** and sent to:

**[YOUR ADDRESS]**

**The final balance of the rental [AMOUNT] is due on or before [DATE YOU DECIDE]** [(say 60 Days before the rental commences).

(or)

**The full amount of the rental [AMOUNT] is payable by return**, together with the signed rental agreement. Cheques to be made payable to **[YOUR NAME]** and sent to:

**[YOUR ADDRESS]**

**A damage deposit cheque for [AMOUNT] is also required with the final balance.** This will be by separate cheque, which will not be cashed unless THE OWNER has a valid claim to make upon it (any bills for long-distance or

international telephone calls will be deducted from this cheque and a copy of the bill forwarded to THE RENTER). If no claims are made then the damage deposit cheque will be voided and returned 4 weeks after THE RENTER's departure from the property.

#### **4 Utilities**

THE OWNER will provide THE RENTER with water, heat, electricity, linens and a telephone, which can be used for local calls (all long distance and international calls will be charged to THE RENTER). All utilities are included in the total rental price.

#### **5 Restrictions**

Smoking is not permitted inside the Cottage. Pets are not permitted.

#### **6 Damage**

The cost of any unreasonable damage caused by THE RENTER will be deducted from the damage deposit.

THE RENTER will be responsible for any damage caused in excess of the damage deposit and will be invoiced separately.

The damage deposit will be voided and returned to THE RENTER by THE OWNER after the owner/caretaker has inspected the property and the phone bill cleared.

#### **8 General Conditions**

The maximum number of guests using the rental premises shall not exceed the total number stated in the cottage rental agreement.

THE RENTER shall, at his expense, and throughout the period of the rental, keep the property in a state of cleanliness and in good condition and repair. THE RENTER acknowledges that at commencement of the rental, the property is in good and substantial repair except for any defect THE RENTER may report to

THE OWNER's representative during the first day of the rental. THE RENTER shall leave the property in good repair, cleaned and vacuumed, dishes washed, beds stripped, all garbage separated appropriately in sealed garbage bags and placed tidily in the garage. The cleaning checklist shall be completed and signed.

Any unsafe or dangerous condition must be reported to THE OWNER or his representative immediately. The renter acknowledges that the use of the property is entirely at the renter's risk. The renter shall indemnify and save harmless THE OWNER against and from any and all expenses, costs, damages, suits, actions or liabilities arising from any and all loss of or damage to personal property, injury or death resulting from the use of the rental property, grounds, boats, bicycles, pool, hot tub and river/lake use.

The renter assumes full responsibility for fulfilling the terms of the rental for the period stated.

Signatures:

Owner:

Date:

Renter:

Date: