

## VACATION (SHORT TERM) RENTAL AGREEMENT

This Short Term Rental Agreement (the “*Agreement*”) is made by and between Kenai Kuik Cabins, LLC (“*Homeowner*”) and \_\_\_\_\_ (“*Guest*”) as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property. The property is located at:

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The property is furnished and includes \_\_\_\_\_  
[list appliances and other provided items like linens, towels, etc.]

2. Rental Party: The rental party shall consist of Guest and the following persons:

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3. Maximum Occupancy: The maximum number of guests is limited to \_\_\_ persons. An additional charge or \$ \_\_\_ per person per night for guests in addition to \_\_\_ will be assessed.

4. Term of the Lease. The lease begins at \_\_\_ p.m. on \_\_\_\_\_ (the “*Check-in Date*”) and ends at \_\_\_ a.m. on \_\_\_\_\_ (the “*Checkout Date*”).

5. Reservation Requirements and Full Payment. Reservations are not considered “guaranteed” until Homeowner receives your signed Agreement and receives and accepts the required deposit and full payment. If you signed Agreement and full payment is not received and accepted by Homeowner at least \_\_\_ days prior to your arrival, your reservation is subject to cancellation. You agree that Homeowner may charge your card on file for the remaining balance after deposit without notice no earlier than \_\_\_ days before arrival.

6. Minimum Stay: This property requires a \_\_\_ night minimum stay. Longer minimum stays may be required during holiday periods. If a rental is taken for less than \_\_\_ days, the guest will be charged a night rate of \_\_\_\_\_.

7. Rental Rules: Guest agrees to abide by the **Rental Rules** attached as **Exhibit A** at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property.

8. Access: Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.

9. Rental Rate and Fees

a. Deposit: A deposit of \$ \_\_\_\_\_ is due at least \_\_\_\_ days prior to the Check-In Date.

**Option A:** The deposit is for security and shall be refunded within \_\_\_\_ days of the Checkout Date provided no deductions are made due to:

- i. damage to the property or furnishings;
- ii. dirt or other mess requiring excessive cleaning; or
- iii. any other cost incurred by Homeowner due to Guest's stay.

**Option B:** The deposit is non-refundable and applied toward the rental fees.

***If the premises appear dirty or damaged upon Check-in, Guest shall inform Homeowner immediately.***

b. Rental Rate. Payment in full of the following fees shall be due within \_\_\_\_ days of the Check-in Date:

\$ _____ per night x _____ nights = \$ _____	
Cleaning fee	\$ _____
Sales Tax	\$ _____
Less deposit	\$( _____ )
TOTAL Due	\$ _____

10. Cancellation Policy: If Guest wishes to cancel his/her reservation, the deposit will be refunded as follows:

\_\_\_\_\_ % if cancelled \_\_\_\_\_ days prior to the Check-in Date  
\_\_\_\_\_ % if cancelled \_\_\_\_\_ days prior to the Check-in Date

11. Insurance: We encourage all renters to purchase traveler insurance. Below are some references you may contact to purchase such insurance:

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11. Confirmation of your reservation will be emailed to you as "Booking Confirmation". Please read the confirmation for accuracy of dates, mailing address, number of adults and/or children and accommodations. You must notify Homeowner of any errors within two (2) business days.

12. Indemnification and Hold Harmless. You shall indemnify and hold harmless the owner of the rental property and Homeowner and their respective shareholders, members, officers, directors, employees and agents for any liabilities, theft, damage, personal injury, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with your and your invitees' and visitors' use and occupancy of the rental property or the failure of you and your invitees or visitors to observe the Rental Regulations.

13. LIMITATION ON LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL HOMEOWNER OR THE RENTAL PROPERTY OWNER BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR RENTAL. IN NO EVENT WILL HOMEOWNER OR THE RENTAL PROPERTY OWNER BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNTS ACTUALLY PAID BY YOU IN CONNECTION WITH THIS AGREEMENT, EVEN IF HOMEOWNER OR THE RENTAL PROPERTY OWNER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Payment: Payment must be made by credit or debit card. To pay by credit card, please provide the following information.

Name on credit card: \_\_\_\_\_ Type: \_\_\_\_\_

Credit card billing address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Credit Card Number \_\_\_\_\_

Exp date \_\_\_\_\_ CVV (Security) Code \_\_\_\_\_

**By my signature below, I hereby give permission to charge my credit card for the amounts above. I agree that all rental monies are non-refundable per cancellation policy above. I have read my rights to purchase travel insurance.**

[Rest of page intentionally left blank]

15. Governing Law; Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Alaska. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Alaska, in the Third Judicial District at Kenai, Alaska.

16. Entire Agreement. This Agreement and Exhibit A represent the entire understanding and agreement between you, Homeowner and the owner of the rental property with respect to the subject matter of this Agreement, and supersedes all other negotiations, understandings and representations (if any) made by and between such parties

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below.

Homeowner

Guest:

*[electronic or manual signature]:*

\_\_\_\_\_

\_\_\_\_\_

Name (print) \_\_\_\_\_

Name (print): \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Phone # (during stay):

Phone # (during stay):

\_\_\_\_\_

\_\_\_\_\_

## Exhibit A

### RENTAL RULES

1. Smoking is NOT allowed anywhere inside the property dwelling. Smoking is [or is not] allowed outside only. [Cigarette butts must be properly deposited of inside marked receptacles]
2. People other than those in the Guest party set forth above may not stay overnight in the property. Any other person in the property is the sole responsibility of Guest. Guests are not allowed to exceed the occupancy limit agreed to above.
3. Guests should not create excessive noise at a level that disturbs neighbors; Enforced neighborhood quiet hours are from 10:00p.m. – 8:00a.m.
4. The owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. **By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.**
5. Keep the property and all furnishings in good order – DO NOT rearrange or remove furniture from the Unit.
6. Only use appliances for their intended uses
7. Pets are NOT allowed. **OR** PETS are permitted only with prior approval and the ***Pet Addendum*** must be completed.
8. Parking. Parking is limited to \_\_\_\_\_ vehicle(s). Vehicles are to be parked in designated parking areas only. Parking on the road is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.
9. Housekeeping: There is no daily housekeeping service. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We suggest you bring beach towels. We do not permit towels or linens to be taken from the units.
10. Garbage: Any garbage must be stowed in the proper garbage or recycling receptacle, located at the side of the house.
11. Use of Likeness: Guests\_ grants Kenai Kuik Cabins, LLC (“Homeowner” or “Landlord”) permission to use my likeness in photographs, videotapes, film and/or recordings in publication or advertising material (whether printed or electronic), including Web content, to extent described in “Use of Likeliness and Photo Release Form”.
11. HOLD HARMLES / ASSUMPTION OF RISK. TENANT UNDERSTANDS THAT THE KENAI RIVER IS A DANGEROUS, COLD-TEMPARTURE, RIVER WITH A FAST CURRENT. TENANT ACKNLOWEDGES THE INHERENT RISK IN USING THE RIVER. TENANT ACCEPTS ALL RESPONSIBILITY AND RISK OF LOSS TO

TENANT AND TENANT GUESTS THROUGH USE OF RIVER INCLUDING ACTIVITY ON, NEAR, OR AROUND THE RIVER BANK. TENANT INDEMNIFIES AND HOLDS LANDLORD HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT MAY BE MADE AGAINST LANDLORD BY REASON OF PERSONAL INJURY OR PROPERTY DAMAGES ARISING OUT OF USE OF THE KENAI RIVER INCLUDING ACTIVITY ON, NEAR, OR AROUND THE RIVER BANK.

\_\_\_\_\_ Tenant Initial

Optional provisions

12. Hot Tub: [No children under the age of \_\_\_ permitted in hot tubs at any time] [without adult supervision]. When using the hot tub, remember there is a certain health risk associated with this facility. Use at your own risk. Our housekeepers drain, sanitize, refill and replenish chemicals in all tubs prior to your arrival; therefore, it may not be warm until later that evening. [DO NOT STAND ON THE HOT TUB COVERS. Hot tub covers are for insulation purposes and are not designed to support a person or persons. They will break and you may be charged for replacement.] Remember when not using the hot tub, leave cover on so hot tub will stay warm.

13. Fireplace: The fireplace is a non-vented propane gas log fired firebox. Please do not throw any paper or other combustible materials in the fireplace.] [Fireplaces are turned off from \_\_\_\_\_; they are not operational during this time of the year.]

14. Water and Septic: The [cabin/property] is on a well and septic systems. The mineral content in the water is high. During a drought, the well water may have an odor. The septic system is very effective; however, it will clog up if improper material is flushed. DO NOT FLUSH anything other than toilet paper. No feminine products should be flushed at anytime. If it is found that feminine products have been flushed and clog the septic system, you could be charged damages of up to \_\_\_\_\_.]

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15. Storms: No refunds will be given for storms or rain. It is an assumed risk of the Guest.

16. **BE BEAR AWARE**: DO NOT LEAVE FISH FILETS, FISH CARCASS, OR OTHER FOOD PRODUCTS OUTSIDE THE UNIT. FISHING BOOTS AND GEAR SHOULD BE LEFT OUTSIDE THE UNIT.

17. **FISHING GEAR**. HOMEOWNER DOES SUPPLY FISHING GEAR. Obtaining proper fishing equipment and gear is responsibility of Guest.

**PET ADDENDUM**

It is hereby agreed by and between \_\_\_\_\_ (*Homeowner*) and \_\_\_\_\_ (*Guest*) that homeowner will allow guest to have the following described pet and no others in the vacation home upon and subject to the terms and conditions of the rental agreement and this addendum.

The permission granted herein shall be limited to a certain pet as described below:

Type of Pet: \_\_\_\_\_ Name: \_\_\_\_\_  
Color: \_\_\_\_\_ Weight: \_\_\_\_\_  
Age: \_\_\_\_\_ Sex: \_\_\_\_\_

Guest hereby agrees to comply the following:

1. Guest to pay additional pet fee in the amount of \$ \_\_\_\_\_ per (**night/week**).
2. All pets must comply with the following specifications (documentation from an accredited veterinarian must be provided by Guest upon request):
  - a. May not exceed **XX lbs.**
  - b. Must be at least **X year(s) of age or older.**
  - c. Must be spayed or neutered.
  - d. Must be up-to-date on rabies vaccinations and all other vaccinations. Heartworm preventive is highly recommended.
3. All pets must be leashed at all times.
4. Guest is responsible for cleaning up any/all pet refuse.
5. Pets are not allowed on furniture at any time. Any evidence of pets on furniture may incur extra cleaning fees.
6. All pets are to be treated with a topical flea and tick repellent three (3) days prior to arrival. Fleas and ticks are very rampant in this area and can cause harmful/fatal illness to humans and pets.
7. Pet must not cause damage to premises or furnishings. If damages are caused, the cost of the damage may be deducted from security deposit.
8. Guest should prevent pets from producing excessive noise at a level that disturbs neighbors.
9. Pet will not be left unattended for an undue length of time, either indoors or out. Pet will not be left unattended on balcony, patio, or porch.
10. Homeowner assumes no responsibility for illness or injury that may incur to pets or humans while on the premises.

The Guest shall be solely responsible for the pet while on the property.

Sign \_\_\_\_\_ Date \_\_\_\_\_

## **Rental Agreement Checklist**

### **Booking Information**

- Property Address
- Phone Number at Vacation Home
- # of Guests Booked
- Guests Name(s)
- Check-In Time, Date & Day of Week
- Checkout Time, Date & Day of Week
- Rate Change Provisions

### **Payment Instructions**

- Security Deposit Amount
- Total Bill
- Cleaning Fee
- Tax Rate
- Payment Schedule Including Dates
- Balance Due Date
- Payment Methods Accepted
- Address to Mail Checks
- Returned Check Fee
- Instructions for Paying by CC
- Cancellation Policy

### **Credit Card Authorization**

- Name on Card
- Billing Address
- Credit Card Number
- Type of Card
- Expiration Date
- Reiterate Cancellation/Refund Policy
- Signature with Date

### **Rental Rules**

- Smoking Policy
- Pet Policy
- Rental Restrictions (Age, Noise, etc.)
- Maximum Occupancy
- Minimum Stays



**Post-Stay Information**

- Housekeeping Procedure
- Checkout Policy (Keys, Cleaning, etc.)
- Penalty for Late Checkout
- Deposit Refund Policy (incl. deadline)

**Other**

- Parking Information
- Inclement Weather Policy
- Homeowner or Property Manager Contact Info