

VACATION RENTAL AGREEMENT

This Vacation Rental Agreement is made by and between Lore Bellon(owner) and _____ (guest) as of the date last written on the signature page of this Agreement. Owner and Guest may be referred to individually as “Party” and collectively as “Parties.” For good and valuable consideration, the sufficiency of who which is acknowledged, the Parties agree as follows:

1. Property. The property is described as a duplex with four (4) bedrooms and five (5) bathrooms located at 1210 N GALVEZ ST, NEW ORLEANS, LA 70119 (the “Property”). The Property is owned by Lore Bellon. The Property is fully furnished by Owner. The following amenities are included in the Property:

- Fully equipped kitchen
- Washer
- Dryer
- Wifi
- Sound Bars-Indoor & Outdoor
- Swimming pool
- Linens
- Live streaming (Hulu) Netflix, Amazon etc.
- Salt water pool

A starter supply of household cleaning and hygiene products are provided in the Property for use. Guest is responsible for purchasing any additional supplies and all food and beverages.

2. Rental Party. All persons in the rental party will be bound by the terms of this Agreement. Only persons listed on this Agreement may stay in the Property. “Rental Party” means Guest plus the following persons:

First Name & Last Name	Relationship to Guest
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The total number of adults in the Rental Party will be _____. The total number of children in the Rental Party will be zero (0).

3. Maximum Occupancy. The maximum number of persons allowed to stay in the Property is limited to eight and up to 10 with consent. A charge of \$75.00 per person, per night will be assessed for each person who stays in the Property in addition to the Rental Party of 8. Guest will be charged without notice for additional persons staying in the Property and not disclosed to Owner.

4. Visitors. A visitor is an occupant of the Property who is not staying overnight. The total number of persons permitted in the Property at any given time, including visitors, is BY REQUEST ONLY. Any visitor staying overnight is subject to additional charges. No visitor will be allowed to use the common facilities, including any pools or tennis courts, when Guest is not on the Property.

5. Rental Period & Check-In. The term of this lease will be from _____ to _____. The Property will be ready for Guest's occupancy beginning at 4:00 PM on the Arrival Date and with a check out time of 11:00 AM on the Departure Date, unless otherwise requested and agreed by Owner. If Guest or any member of the Rental Party remains on the Property beyond the Departure Date, Guest will be responsible to pay the rental rate prescribed in Section 8 below for the period of time between Departure Date and the actual date Guest and all members of the Rental Property vacate the Property. The Property requires (2.0) min. Stay on Monday, Tuesday Wednesday nights, a three (3.0) night minimum stay on Thursday through Sunday and (4.0) minimum stay for special events.

6. Keys & Access Codes. Owner will provide Guest with an entry code, which will unlock the front and back door to the Property. Any attempt to access a private, locked area is just cause for immediate termination of this Agreement, forfeiture of all rent paid, and Guest will be liable for any missing items or damage. Owner will provide Guests with all access codes to property upon arrival.

7. Rental Rules & Restrictions. Guest agrees to abide by the following restrictions by Owner (the "Rules"):

- (A) Smoking is not permitted inside the Property
- (B) Pets are not permitted on the Property
- (C) Quiet hours are from 11:00 PM to 8:00AM
- (D) No swimming past 11:00 pm
- (E) Garbage must be placed in the proper receptacles

*The attached "House Guidelines" provides all other house rules not stated herein.

If any person in the Rental Party fails to follow any of the Rules, the Rental Party may be asked to vacate the Property and Guest will forfeit all rent paid.

8. Reservation Payment. Guest agrees to pay the rent and fees described below

Rental rate of	up to 14 days
Cleaning service fee	
State and local sales/rental taxes (14%)	
Total Amount Due	
Less reservation deposit (half of rental amount) due immediately	
Total Balance Due	

Acceptable payment methods are:

- Credit Cards, Paypal, Venmo

9. Security Deposit. Owner reserves the right, at its discretion, to hold a deposit in the amount of \$500 on a credit card at commencement of the stay. This deposit will be refunded after Guest's departure and an inspection of the Property by Owner, less any deductions for damage to the Property or furnishings, or costs incurred outside the normal course due to Guest's stay.

10. Cancellation. Travelers who cancel at least 30 days before check-in will get back 100% of the amount they've paid. If they cancel between 14 and 30 days before check-in, they'll get back 50%. Otherwise, they won't get a refund.

11. Cleaning. A cleaning fee of \$225.00 will be charged to the Guest. Daily housekeeping services are not included in the rental rate. Throughout the rental period, Guests will be responsible for keeping the Property clean and in good condition. Any unsafe, dangerous or malfunctioning condition should be reported to Owner immediately. Guest acknowledges that on the Arrival Date, the Property is in good condition, except for any defect Guest may report to Owner by the end of the first day following the Arrival Date. The Property should be left in the same condition as it was found by Guest on the Arrival Date. Guest promises to leave the Property in good repair.

12. Furnishings. The following furnishings will be provided with the Property:

- 1 King bed, 4 queen beds, 6 televisions, all other housing furnishings i.e. living room & dining room.
Fully equipped kitchen

- Furniture, bedding, kitchen equipment, utensils, and any other personal property supplied with the Property must not be removed from the Property. The Property will be inspected by Owner after Guest's departure. Guests will be responsible for any damages beyond wear and tear. All contents of the Property are the property of Owner. If an item should break, Guest must notify Owner immediately. Guest is not permitted to alter the wiring of any television, computer, or gaming equipment.

13. Parking. Parking is limited to one (2-3) stacked spaces on the driveway left of the house . Guests may only park in designated parking area. Street parking is available and safe. Any illegally parked cars may be subject to towing and/or fines by the city.

14. Mechanical Failures. Owner attempts to properly maintain the Property. While all electrical and mechanical equipment within the Property are in good working order, Owner cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, heating, air conditioning, audio visual equipment, internet access, cable service, or appliances. Things happen! We ask guests to report any inoperative equipment or other maintenance problem to Owner immediately. The sooner we know the faster we can address the situation. Owner will make every reasonable effort to have repairs done quickly and efficiently. Guests must allow Owner or a person permitted by Owner access to the Property for purposes of repair and inspection. We will advise of the time. Owner is not responsible for any inconvenience that may occur and no refunds or rent reductions will be made due to failure of such items.

15. Acts of God. If there is a storm or severe weather and a mandatory evacuation order is issued by state or local authorities, Guest shall be entitled to a prorated refund for each night Guest is unable to occupy the Property. Owner will not be liable or deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

16. Limitation on Liability. Owner is not responsible for any accidents, injuries or illness that occur to any member of the Rental Party or Guest's visitors while in the Property or on the Property. Owner is not responsible for loss of personal belongings or valuables belonging to any member of the Rental Party or any of Guest's visitors. Guest agrees to assume the risk of any harm arising from use of the Property. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL OWNER BE LIABLE TO GUEST OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR GUEST'S RENTAL OF THE PROPERTY OR USE OF THE PROPERTY. IN NO EVENT WILL OWNER BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF OWNER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

17. Indemnification. Guest acknowledges that the use of the Property by the Rental Party and Guest's visitors is entirely at their own risk. Guest will indemnify and hold harmless Owner from any and all expenses, costs, damages, suits, actions, or liabilities whatsoever arising from or related to any and all loss of or damage to personal property, injury or death resulting from the use or occupancy of the Property or the failure of any member of Rental Party or Guest's visitors to observe the Rules and restrictions set forth in Paragraph 7.

18. Violation of Agreement. If Guest or any member of the Rental Party violates any of the terms of this Agreement, including but not limited to maximum occupancy, visitors and rental rules and restrictions, Owner may evict Guest and the Rental Party from the Property and Guest will forfeit all rent and security deposit paid.

19. Governing Law. This Agreement and all transactions contemplated by this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State of Louisiana (not including its conflicts of laws provisions). Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

20. Amendments. This Agreement may be amended or modified only by a written agreement signed by both Owner and Guest.

21. No Waiver. Neither Owner nor Guest shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

22. Severability. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

23. Notices. Any notice or communication under this Agreement must be in writing and sent via one of the following options:

- electronic email transmission

24. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon Owner, its successors and assigns, and upon Guest and its permitted successors and assigns.

25. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other negotiations, understandings and representations (if any) made by and between the Parties.

SIGNATURES

Owner Signature

Guest Signature

Lore Bellon

Owner Name

Guest Name

Date

Date

Vacation Rental/Short Term Lease Agreement Booking Confirmation

Dear _____,

Thank you for selecting our property for your vacation.

The property is located at: 1210 N GALVEZ ST, NEW ORLEANS, LA 70119

Arrival: 2021-04-13	After 4:00 PM (No early arrival please)
Departure: 2021-04-13	By 11:00 AM

Number of Adults: _____	Number of Children: property not appropriate for young children
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Your **reservation deposit** is due immediately in the amount of _____.

Rental rate and fees are as follows:

Rental Rate of _____ x up to 10 days	_____
Unit Cleaning Service Fee	\$195.00
State and Local Sales/Rental Tax (12%)	_____
Total Amount Due	_____
(Less Reservation Deposit Due Immediately)	_____
Total Balance Due 2 weeks Days Before Arrival Date	_____

Please sign and return the attached lease agreement along with your reservation deposit. The balance of the rental amount is due 30 days before your arrival date. When the total amount due is received, we will send instructions on how to access to the property.

Sincerely,

GENERAL INSTRUCTIONS

What is a Vacation Rental Short Term Lease Agreement?

A Vacation Rental Short Term Lease Agreement is written document that officially recognizes a legally binding relationship between two parties - an owner, or the person renting out the property - and a guest, or the person renting the property for a short period of time.

When is a Vacation Rental Short Term Lease Agreement Needed?

With the rise of Airbnb, VRBO, Vacasa and Home Away, short-term vacation rentals have grown rapidly and are a popular alternative to hotels and traditional bed-and-breakfasts. However, having total strangers in your home comes with many risks, and it's important to document the terms of the stay and the expectations of each party. A Vacation Rental Contract allows owners and their guests to put into writing the detailed agreements between them, and any consequences if those agreements are broken. It also allows an owner to set the rules of the guest's stay, and allows the guest to know what to expect when he or she arrives.

What Should be Included in a Simple Vacation Rental Short Term Lease Agreement?

A simple a Vacation Rental Short Term Lease Agreement will identify the following basic elements:

- **Owner:** who owns and is renting out the property
- **Guest:** who will be staying in and renting the property
- **Property:** what is the property and where is it located
- **Rent:** how much is the guest paying the owner and what are the payment terms
- **Term:** how long will the guest be staying in the property

- **Rental Party:** who else will be staying in the property with the guest

Here are a few examples of what an owner or guest may include in a simple Vacation Rental Lease Agreement:

Guests may or may not:

- Smoke
- Bring a pet dog or pig
- Use the hot tub
- Park in the driveway
- Check in too early
- Play loud music at three in the morning
- Throw a rager
- Invite their whole football team to stay

Owner will provide:

- A bed, or two, or three
- Linens, blankets and pillows
- Kitchen utensils to make a pancake breakfast or dinner
- Television with cable or Netflix and Hulu
- Wireless internet
- Parking spots
- Basic toiletries

Other Names

As a reference, a Vacation Rental Short Term Lease Agreement is known by other names:

- Vacation Rental Contract
- Vacation Rental Lease Agreement
- Vacation Lease Agreement
- Short Term Lease Contract
- Short Term Rental Agreement
- Short Term House Rental Contract
- Short Term Residential Lease Agreement
- Short Term Residential Vacation Rental Agreement
- Seasonal Rental Agreement