

Short-Term Rental Agreement

Free Fillable Legal Template — ClearLegalTips.com (2026)

A short stay is a license to occupy, not a lease, and does not create a tenancy. This agreement sets your house rules, damage policy, and your right to remove a problem guest — the things a platform's booking terms do not cover. Fill in every bracketed field, delete anything that does not apply, and keep the signed copy.

Short-Term Rental Agreement

This Agreement is made on [DATE] between [HOST NAME] ("Host") and [GUEST NAME] ("Guest") for the property at [ADDRESS, UNIT] ("Property"). This is a short-term license to occupy, not a lease, and creates no tenancy.

1. Stay

Check-in [DATE, TIME]; check-out [DATE, TIME]. Maximum occupancy: [#] guests. Only guests named here may stay overnight.

2. Payment

Total: \$[AMOUNT] (nightly rate \$[#] × [#] nights + cleaning fee \$[#] + occupancy tax \$[#]). Paid via [platform / method]. Refundable damage deposit: \$[AMOUNT], returned within [#] days after check-out less any documented damage.

3. House Rules

[No smoking; no parties or events; quiet hours []–[]; no unregistered guests; pets [allowed/not allowed]; max [#] vehicles.] Violation may end the stay with no refund.

4. Damage and Conduct

Guest is responsible for damage beyond normal wear and reports issues promptly. Host may deduct documented repair or extra-cleaning costs from the deposit and bill any excess.

5. Cancellation

[Cancellation and refund terms, or "the platform's [Flexible/Moderate/Strict] policy applies."]

6. Liability

Guest uses the Property and any amenities (pool, hot tub, grill) at their own risk and holds Host harmless except for Host's gross negligence, to the extent the law allows. Guest should carry travel or renter's insurance.

7. Removal

If Guest breaches this Agreement or the maximum stay, the license ends and Guest must leave; an overstaying transient guest may be removed as a trespasser under local law. (This applies only while the stay stays short; a stay of about 30 consecutive days can create a tenancy that requires a formal eviction.)

8. Signatures

HOST signature: _____

HOST printed name: _____

Date: _____

GUEST signature: _____

GUEST printed name: _____

Date: _____

Booking Worksheet (fill before you send the agreement)

Use this to gather the details that go into the brackets above.

Host name: _____

Guest name: _____

Property address / unit: _____

Check-in date & time: _____

Check-out date & time: _____

Total nights: _____

Maximum occupancy (# guests): _____

Nightly rate (\$): _____

Cleaning fee (\$): _____

Occupancy tax (\$): _____

Refundable damage deposit (\$): _____

Total due (\$): _____

Deposit-return window (# days after
check-out): _____

Cancellation policy (Flexible / Moderate / Strict /
custom): _____

House Rules Checklist (check what applies, add specifics)

- ☐ No smoking anywhere on the Property
- ☐ No parties or events
- ☐ Quiet hours: _____ to _____
- ☐ No unregistered / overnight guests beyond the named Guest
- ☐ Pets: allowed / not allowed (circle one)
- ☐ Maximum vehicles: _____

Other house rules: _____

This template is a starting point, not legal advice. Confirm your city's permit and tax rules and your state's guest-to-tenant threshold before hosting.

INSTRUCTIONS FOR USE

For hosts renting a property short-term (Airbnb, Vrbo, or a direct booking). Fill in every bracketed field in the agreement, use the worksheet to gather your numbers, and check the house rules that apply. Have the guest sign in addition to any platform booking, and keep the signed copy. A short stay is a license, not a lease — but a stay approaching 30 consecutive days can create a tenancy, so write carefully for long stays. Confirm your local short-term-rental permit and who remits the occupancy tax before your first guest. This is general information, not legal advice; consult a licensed attorney for your situation.