

Sample Rental Contract

To cover the rental of a holiday apartment or holiday house

Between

(Name and address) – Advertiser –

and

(Name and address) – Tenant –

1 Rental agreement

The Advertiser lets the following property (rental object) to the Tenant:

(Please insert description and address or location of the property)

For a total of _____ people inclusive of children and _____ animals.

The house rules attached are valid.

The rental property is a **smoking / non-smoking** property. *(Please delete as appropriate)*

2 Rental period, arrival and departure

(1) The rental property is let to the Tenant from _____ (*arrival date*) until _____ (*departure date*).

(2) The arrival time on the arrival day is _____.

(3) The departure time on the day of departure _____.

At the end of the rental period the Tenant is to vacate the property and return the keys to the Advertiser or the Advertiser's agent.

At the end of the rental period the Tenant should leave the property in similar condition to that in which it was found. Any additional cleaning costs incurred by the Advertiser may be passed on to the Tenant at their sole discretion.

3 Rental price and payment methods

(1) The rental price is _____ per person / property / day / week / for the duration of the rental period
This includes / excludes the final cost of cleaning of _____, therefore totalling _____.

Any additional costs, eg Heating etc. (Please delete as appropriate) _____

- (2) The amount is payable by the following payment methods:

The deposit of _____ is payable **with the remaining balance / on arrival** and will be **transferred back / refunded in cash on departure** once utilities have been deducted. *(Please delete as appropriate)*

Note:

The procedure for payment of the deposit within a certain period (e.g. 14 days) following the signing of contracts as well as payment of the remaining outstanding rental balance on or before the start of the rental period should be stated.

For example: The Tenant is required to pay a deposit of 20% of the agreed rental price within 14 days of receiving the bill, into the following account *****. The remaining balance is to be paid into the same account at least 2 weeks before the arrival date. If the time elapsed between the signing of this contract and the arrival date is less than 14 days, then the total rental fee is payable immediately into the above account.

- (3) If the Tenant is more than 14 days late in paying, the Advertiser is entitled to terminate the contract immediately and without notice and to let the property to someone else.

4 Cancellation and early termination

- (1) If the Tenant terminates this contract before the arrival date and doesn't name a replacement that accepts the same terms, they are responsible for paying the following penalty fees to cover costs (excluding cleaning), as long as a further rental is not possible:

Termination

- up to 49 days before rental period:	10 % of rental price
- up to 35 days before rental period:	30 % of rental price
- up to 21 days before rental period:	60 % of rental price
- up to 14 days before rental period:	90 % of rental price
- Less than 14 days before rental period:	100 % of rental price.

The Advertiser can thereafter let the property to someone else.

Note: This is an example scale of charges, please amend it to suit your requirements and make sure that your schedule is acceptable under local laws.

- (2) If the Tenant terminates their stay before the departure date for any reason, they are still obliged to pay the full rental price.
- (3) Termination must be made in writing. The date of termination is considered to be date the document is received by the Advertiser.

5 Liability and responsibilities of the Tenant

- (1) The rental property including the furniture and the other contents are to be treated with care. The Tenant is held responsible for the actions of other people, including any guests or visitors they might have, within the house. The Tenant is liable for any damaged goods, damage to the property or damage to anything else related to the property (e.g. boat or car), whether caused by themselves or their accompanying guests or visitors.

