

Vacation Rental Agreement

This Vacation Rental Agreement is being entered into by John Doe ("Guest") and Jane Doe ("Homeowner") this 12th day of May 2009.

1. **Property.** The property located at 1212 Main Street, Lakeview, MN 55555 is furnished, and includes a refrigerator, oven, stove, and dishwasher.

2. **Term of Lease.** This lease begins on June 1, 2009 ("Check-in Date") and ends on September 30, 2009 ("Check-out Date").

3. **Payment.** Guest shall pay to Homeowner a deposit in the amount of \$500 due upon execution of this Agreement, and then \$1150 on the 1st day of each month, beginning on June 1, 2009 and ending on September 1, 2009. Payment shall be in cash, personal check, or money order made payable to Jane Doe, and mailed to Jane Doe, 4981 Jefferson Blvd., Lakeview, MN 55555.

4. **Cancellation Policy.** Should Guest cancel his or her reservation, in writing, at least twenty-one (21) days prior to the Check-in Date, one hundred percent (100%) of the deposit will be refunded. All other cancellations will result in no refund of the deposit.

5. **Refund of Deposit.** All deposits will be refunded by check payable to the first Guest listed on this agreement, within forty-five (45) days of Guest's Check-out Date. If any amounts are subtracted from Guest's deposit refund, a complete invoice will be provided to Guest along with any partial deposit refund.

6. Duties of the Parties.

6.1 **Condition of Property.** Guest shall leave the property swept and vacuumed, with washed appliances and bath fixtures and trimmed lawn.

6.2 **Repair of Property.** Homeowner may enter the premises at all reasonable times in order to inspect the property or make repairs.

6.3 **Smoking.** Guest understands that the rental unit is a non-smoking unit, and agrees to smoke only in the outdoor designated smoking areas.

7. Obligations of the Parties.

7.1 **Lost and Stolen Items.** Homeowner is not responsible for lost or stolen items.

7.2 **Incidental Charges and Damages.** Guest shall provide a valid credit card to which charges for incidentals and damages such as telephone calls, reasonable cleaning services, and any damages to the property will be charged. Homeowner shall provide Guest with an itemized statement of any charges at least 10 days prior to charging Guest's credit card.

8. **Governing Law.** This agreement shall be governed by the laws of the state of Minnesota. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Minnesota, as applicable, for any matter arising out of or relating to this

Agreement.

9. **Indemnification.** Guest agrees to indemnify and hold Homeowner harmless from any liability for personal injury or property damage sustained by Guest or parties invited onto the property by Guest.

10. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior or contemporaneous oral or written agreements concerning this subject matter.

Guest:

John Doe

Homeowner:

Jane Doe