

**SHORT-TERM LEASE AGREEMENT**

*State of Alabama*

This Short-Term Lease Agreement (hereinafter "Agreement") is entered into and made effective as of the date set forth at the end of this document by and be between the following parties: \_\_\_\_\_ (hereinafter referred to as "Lessor"), having an address at the following:

\_\_\_\_\_

and the following Guest (hereinafter referred to as "Guest"): \_\_\_\_\_ residing at the following:

\_\_\_\_\_

For purposes of convenience, the following party is also authorized to manage the Property and act on Lessor's behalf:

\_\_\_\_\_ ("Authorized Party")

Such Authorized Party may be considered to act in place of Lessor for the purposes of this Agreement, where required or permitted.

Lessor and Guest may collectively be referred to as the "Parties."

In consideration of the obligations and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do contract and agree as follows:

**Article 1 - GRANT OF LEASE**

Lessor hereby leases unto Guest, and Guest hereby rents from Lessor, the real property located at the following address:

\_\_\_\_\_

(hereinafter referred to as "Property"). The Property is located in the following county: \_\_\_\_\_. The property is furnished and includes the following:

\_\_\_\_\_

The Parties hereby contract with each other to lease the Property based on the terms and conditions contained herein.

**Article 2 - TERM OF LEASE**

This Agreement shall begin on \_\_\_\_\_ at \_\_\_\_\_ (hereinafter referred to as the "Check-In Date") and

end on \_\_\_\_\_ at \_\_\_\_\_ (hereinafter referred to as the "Check-Out Date"). The time period of the Check-In Date to the Check-Out date shall hereinafter be referred to as the "Term."

Guest must vacate the Property by the Check-Out Date, unless Lessor and Guest mutually agree in a signed writing to extend the Term of Guest's rental of the Property.

**Article 3 - MINIMUM STAY**

Renting this Property requires a minimum stay of the following: \_\_\_\_\_ (hereinafter "Minimum Stay Amount"). Longer minimum stays may be required during holiday periods. If Guest desires to take the rental for less than the Minimum Stay Amount, Guest will be charged for the entire Minimum Stay Amount rather than the actual number of days Guest stays.

**Article 4 - RENTAL RULES**

Guest agrees to abide by the following rental rules (hereinafter "Rental Rules") at all times during Guest's stay at the Property. Guest shall also ensure that any person Guest permits on the Property shall also abide by the rental rules:

\_\_\_\_\_

**Article 5 - RENTAL RATES & FEES**

SECURITY DEPOSIT: A security deposit (hereinafter "Security Deposit") of the following amount is required: \$ \_\_\_\_\_ (\_\_\_\_\_). The Security Deposit shall be due \_\_\_\_\_ days before the Check-In Date.

Provided there are no necessary deductions made due to damage to the property or furnishings, excessive dirt or any other mess requiring extra cleaning, or any other cost incurred by Lessor due to Guest's stay, the security deposit will be refunded within the following amount of time after the Check-Out Date: \_\_\_\_\_. If such deductions are necessary, Lessor will send Guest an itemized list, describing the charges, and return any Security Deposit amount leftover, if any amount is leftover.

Guest shall be required to pay the following rental fee per night: \$ \_\_\_\_\_ (\_\_\_\_\_).

Rental fees will be due as follows:

\_\_\_\_\_

**Article 6 - INSURANCE**

Lessor is not liable to Guest or any of Guest's invitees, licensees, and/or guests for any damages not proximately caused by Lessor and Lessor will not compensate Guest or any other person for damages

proximately caused by any other source, including acts of God and nature. Guest is therefore required to purchase insurance to protect Guest, Guest's personal property and any person on the Property for Guest.

Guest is required to maintain the following insurance during the course of Guest's stay:

\_\_\_\_\_

#### **Article 7 - ACCESS**

Under the terms of this Agreement, access to the Property by Lessor may be undertaken as follows:

A) The Guest shall not unreasonably withhold consent to the Lessor to enter the dwelling unit from time to time in order to inspect the Property; make necessary or agreed repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

B) Lessor may enter the dwelling unit at any time for the protection or preservation of the Property. Lessor may enter the dwelling unit upon reasonable notice to the Guest and at a reasonable time for the purpose of repair of the Property. 'Reasonable notice' for the purpose of repair is notice given at least 24 hours prior to the entry, and reasonable time for the purpose of repair shall be between the hours of 7:30 a.m. and 8:00 p.m. Lessor may enter the dwelling unit when necessary for the further purposes set forth above under any of the following circumstances:

I) With the consent of the Guest

II) In case of emergency

III) When the Guest unreasonably withholds consent

C) The Lessor shall not abuse the right of access nor use it to harass the Guest.

#### **Article 8 - TERMINATION**

Should Guest violate any of the terms of this Agreement, Lessor shall be able to terminate the Parties' relationship and this Agreement immediately and without notice. Guest waives any and all rights under this Agreement upon any violation or breach. Guest shall vacate the Property immediately upon Lessor's request. If Lessor finds any damage to the Property, which amounts to a monetary cost of more than any given security deposit or rental fees, Lessor shall be permitted to seek all legal avenues for recovery.

Additionally, Guest may not terminate this Agreement agreement prior to the date of termination denoted herein. If Guest vacates, abandons, or otherwise leaves the Property prior to the agreed-upon Check-Out Date, Guest is still responsible for all payments due until the natural termination of this Agreement on the Check-Out Date. Lessor may terminate this Agreement for any reason by giving Guest 5 (five) days written notice or another time period which is reasonable under the circumstances of the rental.

**Article 9 - MAINTENANCE & REPAIR**

Guest shall maintain the Property in a good and clean manner and use the premises lawfully. Guest shall leave the Property the way Guest found it at the beginning of this Agreement. If Guest has left the Property in any way that requires additional maintenance and/or repairs, Guest hereby agrees to pay for such maintenance or repairs. Additionally, Guest agrees that if there is any delay in everyday maintenance or repairs for reasons beyond Lessor's control during the term of this Agreement, this shall have no effect on Guest's obligations under this lease.

**Article 10 - ADDITIONAL GUESTS**

Guest may be permitted to have additional overnight visitors to the Property, but is required to obtain permission from Lessor prior to any stays. An additional monetary amount may also be charged.

**Article 11 - PERMITTED USES**

The Property shall be used and occupied solely in the following manner:

\_\_\_\_\_

**Article 12 - PET POLICY**

The pet policy for the Property is as follows:

\_\_\_\_\_

**Article 13 - SMOKING**

The smoking policy for the Property is as follows:

\_\_\_\_\_

**Article 14 - TRASH**

Guests shall dispose of trash in the following place and manner:

\_\_\_\_\_

**Article 15 - SHORT-TERM SUB-RENTAL**

Guest is not permitted to place the Property up for any short-term rental, including through online vacation rental sites.

#### **Article 16 - USE OF PROPERTY**

Guest hereby expressly acknowledges and agrees that this Agreement is only for transient occupancy of the Property, and Guest does not intend to, nor is Guest permitted to, make the Property a residence or permanent household.

#### **Article 17 - FIREARMS**

Guest is not permitted to have any firearms or other flammable or hazardous materials on the property, such as fireworks.

#### **Article 18 - ILLEGAL USE**

Guest shall not use the Property for any illegal purpose, including but not limited to illegal drug use, harboring a fugitive, prostitution, or abuse of any person or animal. If Guest is found to be engaging in any illegal activities on the Property, this shall be cause for immediate termination of this Agreement.

#### **Article 19 -FIRE ALARMS**

If Guest notices any deficient activity, such as beeping, from any fire alarm on the Property, Guest shall notify Lessor immediately. Otherwise, Guest shall not tamper with any fire alarms or smoke detectors on the Property.

#### **Article 20 - SHORTENED STAY**

Lessor shall not be responsible for any shortened stay of Guest, including by reason of bad weather or other frustration of Guest's particular purpose. Guest shall continue to make payment until the agreed-upon Check-Out Date in this Agreement.

#### **Article 21 -TELEPHONE USAGE**

The Property may be equipped with a telephone. If it is, long-distance calls must be charged to a credit card, billed to Guest's home number, or made in conjunction with a long-distance calling card. If not, any long-distance charges will be billed to Guest, in addition to a minimum handling fee of \$10.00.

#### **Article 22 - INTERNET**

Access to the Internet has been provided in the Property as a courtesy and convenience for Guest. Guest hereby acknowledges and agrees that internet access is not integral to this Agreement. No refund of any payment or fee shall be given in case of Internet outages, speed, or access problems.

### **Article 23 - COOKING**

Guest may only cook in the areas that are designated as such, such as a specific kitchen area. Guest is not permitted to create or maintain any open fires.

### **Article 24 - LOCKS**

Guest shall not alter or replace any locks on the Property without the written consent of Lessor. Guest shall also not add any new locks on the Property without the consent of Lessor. If Guest installs any additional locks (with Lessor's consent), the locks shall stay on the Property at the expiration of the Agreement and will become part of Lessor's Property.

### **Article 25 - HAZARDOUS MATERIALS**

Guest agrees not to keep any hazardous item on the Property, whether chemically dangerous or otherwise lethal or that might be considered hazardous by any legitimate insurance company.

### **Article 26 - UTILITIES**

Lessor shall be responsible for arranging and paying for all utilities.

### **Article 27 - QUIET ENJOYMENT**

Lessor hereby acknowledges and agrees that so long as Guest pays timely fees and continues to perform his or her obligations under this Agreement, Lessor will not interfere with Guest's peaceful use and quiet enjoyment of the Property.

### **Article 28 -HABITABILITY**

The Property will be made available in a condition permitting habitation, with reasonable safety.

### **Article 29 - ALTERATIONS & IMPROVEMENTS**

Guest shall not make any alterations, additions or improvements or do any type of construction to the Property.

### **Article 30 -ASSIGNMENT & SUBLETTING**

Guest is not permitted to assign or sublet this Agreement without the prior written consent of Lessor. Guest may also not grant any license to use the Property or any part of the Property without the prior

written consent of the Lessor. If Lessor consents to any one assignment, sublet or license, this shall not be deemed a consent to any subsequent such request. Any assignment, sublet or license without Lessor's prior written approval shall be null and void and shall, if Lessor chooses, terminate this Agreement.

### **Article 31 - INDEMNIFICATION**

Lessor shall not be liable for any damage or injury to Guest or Guest's invitees, licensees or other guests on or in the Property and Guest hereby agrees to indemnify, defend and hold Lessor harmless from any and all claims or assertions of every kind and nature.

### **Article 32 - MATERIALITY OF REPRESENTATIONS ON APPLICATION**

Any and all representations made by Guest on any Application For Rental of the Property (or similarly-titled and applicable document) are understood by the Parties to be material to the grant of this Agreement. Any failure to disclose or lack of truthfulness on such Application may be cause for Lessor to deem Guest in breach of this Agreement.

### **Article 33 - MODIFICATION**

No modification of this Agreement shall be binding upon Lessor unless in writing and signed by Lessor. Modification to any part or sub-part of this Agreement shall have no effect on any other part or sub-part of this Agreement and the remainder of the Agreement shall remain in full force and effect.

### **Article 34 - HOLDOVER**

If Guest does not vacate the Property at the end of the Agreement term or otherwise remains in possession of the Property, a new month-to-month tenancy will be created which will be subject to all the terms and conditions of this Agreement. Such month-to-month tenancy will remain valid until such time as Lessor and Guest, in writing, extend or renew the Agreement for a specific term. If Guest becomes a month-to-month Guest, Guest must give 30 (thirty) days written notice to Lessor of Guest's intent to surrender the Property. Lessor may terminate such a month-to-month tenancy at any time by serving Guest a written notice of termination or by other means permitted by applicable Alabama law. Guest shall vacate the Property at Lessor's demand.

### **Article 35 - NOTICE OF INJURIES**

If Guest or any of Guest's invitees, licensees, and/or guests are significantly injured or any of Guest's personal property is damaged on the Property or in any common area, Guest shall provide written notice to Lessor, to be delivered or sent to the address listed at the head of this Agreement, as soon as possible but in no event later than 5 (five) days after the date of injury or damage. If Guest does not provide such timely notice, this shall be considered a breach of the Agreement.

**Article 36 - ITEMS LEFT BEHIND**

Any items left behind by Guest will be held for approximately six months and every reasonable effort will be made to contact Guest for their return. However, ultimately Lessor is not responsible for these items. If they are not claimed within six months, Guest forfeits Guest's right to such items and Lessor shall not be held responsible for any disposal.

**Article 37 - LEAD-BASED PAINT**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

**Article 38 - REMEDIES**

The rights and remedies contained in this Agreement are not exclusive of any other rights and remedies allowed by applicable Alabama law and shall be considered cumulative.

**Article 39 - SEVERABILITY**

If any part of sub-part of this agreement is deemed invalid by court order, judgment or other operation of law, the remaining parts and sub-parts of this agreement shall remain valid and enforceable to the fullest extent.

**Article 40 - HEIRS AND ASSIGNS**

Guest may not transfer or assign this Agreement or any portion of this Agreement to a third party.

**Article 41 - NO WAIVER**

If Lessor fails to enforce strict performance of any part or sub-part of this Agreement, this shall not be construed as a waiver of Lessor's right to enforce the same part or sub-part later in time or to enforce any other part or sub-part.

**Article 42 - ATTORNEYS' FEES**

Guest agrees to pay reasonable attorneys' fees and expenses in the event Lessor requires an attorney to collect any payment due under this Agreement or to otherwise enforce any of Guest's obligations.



**Article 43 - GOVERNING LAW**

This Agreement is governed, construed, and interpreted by and through the laws of the State of Alabama.

**Article 44 - NOTICES**

Notices given under this Agreement or other applicable Alabama law shall be given in writing by and to both parties. Notices by Guest to Lessor shall not be considered complete until actual receipt by Lessor at the address listed at the head of this Agreement. Lessor or Lessor's agents, including any property managers, secretaries, or assistants, shall accept demands and/or service of process at the same address. Notices by Lessor to Guest shall be deemed delivered when deposited in the mail to the address of the Property or hand-delivered or placed in the mailbox of Guest at the Property. Notices by Lessor to Guest shall also be deemed delivered if addressed to a last known post office box address of Guest.

**Article 45 - COUNTERPARTS**

This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

***SIGNATURES:***

LESSOR:

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

Print: \_\_\_\_\_

GUEST:

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

Print: \_\_\_\_\_