

# Short-Term Home Rental Agreement

Jesús Ibarra & Esmeralda Chávez, Owners  
Las Vegas, Nevada USA (702) 595-1723

**Please fill out, sign, scan and e-mail to [ibarrig@msn.com](mailto:ibarrig@msn.com) or fax to 1-702-432-5545 (2<sup>nd</sup> page only)**

In consideration of the monies received and mutual promises, contained herein, the Owner of the subject property does hereby lease and rent to Tenant the certain property described herein and under the following terms and conditions. Unit information, rental rate and other financial data is set forth on this lease agreement.

- 1. SECURITY DEPOSIT,** A security deposit payment in the amount of \$250.00 and this signed lease agreement must be returned to the owner within 24 hours after the same has been forwarded to you or the reservation will be automatically canceled without notice. This agreement shall not be binding unless and until the owner has received the amount specified and this signed agreement.
- 2. BALANCE DUE,** the remaining rental amount will be due 30 days prior to arrival. All reservations must be paid in full prior to check in.
- 3. REFUNDS,** the security deposit minus a cleaning fee of \$75.00 will be refunded 10 days from termination of this contract provided that Tenant abides by all terms of this contract and there are no damages or missing items from the house. In the event that further collection action may be undertaken, the credit card on file will be charged for the additional charges plus a \$100.00 administration fee.
- 3a. CLEANING FEE,** the \$75.00 cleaning fee will be deducted from your \$250.00 security deposit after check out. Your total refund should be \$175.00.
- 4. TAXES** Nevada Lodging tax of 9 % is not included in your nightly/weekly/monthly rate. Taxes are currently not collected.
- 5. CANCELLATIONS** must be in writing and received by the Owner. If cancellation occurs 30 days or more prior to arrival, the security deposit will be refunded less a \$100.00 administrative cancellation fee. If cancellation occurs 29 days but no less than 20 days before arrival a \$250.00 cancellation fee applies, all other payments will be refunded. If cancellation occurs 19 days before arrival and the full rate, cleaning fee and security deposit have been paid off, all rents and fees paid shall be forfeited as damages and only the security deposit will be refunded. If only the security deposit payment has been paid off and cancellation does not occur or full payment has not been made 25 days or less prior to arrival the reservation will be automatically cancelled, all monies received shall be forfeited as damages and will not be refunded. There is a \$50.00 service fee for making changes to the reservation.
- 6. TERMINATION.** If the Tenant or any member of his party violates any of the terms of this agreement, the owner may, at the his/her sole discretion, terminate this lease with no refund of the used portions of the rents, and may enter the premises and remove Tenant, the members of his party and their belongings. Tenant is notified that they will be subject to an expedited eviction procedure.
- 7. PETS** are not permitted in any of the rental property. Violation is grounds for immediate termination with no refunds of rent, tax or deposit.
- 8. SMOKING** is no permitted anywhere inside the house. Please smoke outside the house; ashtrays are provided in the patio or in the kitchen cabinets. Should anyone smoke inside the house there will be a charge of \$250.00 to clean the carpets, air filters and furnishings. Any violation is grounds for not returning of any deposits. such infringement will be forfeited as damages.
- 9. ALL RENTALS ARE TO FAMILIES AND RESPONSIBLE ADULTS ONLY.** No high school, college or civic groups, chaperoned or not, are permitted. Large gatherings, house parties, etc., are absolutely not allowed. Any disturbance resulting in neighborhood complaints or police action, other illegal activities, damage to the vacation rental, or violation of this agreement or of rules and regulations governing the vacation rental, will be considered sufficient cause for immediate termination of your stay, and all monies paid will be forfeited. This agreement does not create a tenancy for the vacation rental; you can be removed from the vacation rental without process of law if you do not depart at the appropriate time. Violation is grounds for immediate termination. Property is patrolled on a regular basis. Tenant acknowledges that he/she will personally occupy the property for the entire lease period and will not sublet any portion of the property. Occupancy restricted to the maximum occupancy of 8 people. Violation of any of these terms shall give right to termination. Tenant agrees that the premises shall not be used for any illegal or unlawful purpose. Occupancy and use of the premises and common areas in such a fashion that disturbs or offends other neighbors shall be deemed grounds for termination. We wish you to have an enjoyable vacation, but you must respect the rights of our neighbors.
- 10. CHECK IN** will be after 4:00 P. M. on the arrival date, **CHECK OUT** on the date of departure will be by 11:00 A. M.
- 11. FURNISHINGS.** The Property is equipped and furnished to the owner's taste and are set up for light housekeeping. Mattress pads, pillows, blanket and bedspreads are provided. Please do not rearrange any furniture.
- 12. APPLIANCE MALFUNCTIONS** or service requests for air conditioning, televisions, hot tubs, appliances etc. will be responded to as quickly as possible. There are no rebates or refunds issued to tenants for any reason as every good faith effort is made to insure the property is maintained to highest standards. To report any appliance malfunctions please call 702-595-1723.
- 13. CARE OF PROPERTY.** Tenant is expected to care for the property as if it were his or her own. The Tenant agrees to be bound and responsible for the provisions contained therein. In additions, Tenant acknowledges that unless owner is notified on same day of check-in of any damage or cleaning concerns, then thereafter, all damages or concerns to the property during the occupancy will be tenants responsibility and must be reported to owner and paid prior to departure. Rearranging of furniture is not permitted. Tenant must leave the property in a clean condition to include the following: All trash deposited in the trashcans. **EMPTY ALL TRASHCANS AND PUT THEM ON THE CURB FOR PICK UP ON TUESDAY AND FRIDAY NIGHTS.** All dirty linens put away in the laundry room, all dishes put away in the dishwasher; you do not have to wash them. All doors and windows closed and locked. Set the alarm to AWAY when you leave. All breakage reported to the owner. House must be left fairly the same as you found it. Failure to comply will give the Owner the right to deduct appropriate sums from the special deposit plus a \$25.00 processing fee prior to returning the balance to Tenant. You will be charged for anything on this list that is not completed prior to check out.
- 14. TELEPHONES** Tenant may make unlimited calls within the local exchanges. Calls out side of the local area or information request calls are not allowed, Tenant is expected to use a cell phone or a prepaid calling card for long distance calls. Owner will accept no toll phone charges for any reason whatsoever.
- 15. GRILLING** is permitted only on back yard concrete driveway and grill on property. Use of fireworks is prohibited.
- 16. WATER** is a limited resource in the desert; please make use of it accordingly. Our front yard has been converted into xeriscape in order to conserve water. **NO PORTABLE HOT TUBS OR POOLS ARE ALLOWED ON PREMISES. NO CAR WASHING OR WATERING.**
- 17. MAXIMUM OCCUPANCY:** No more that 8 people are allowed to occupy the house including children & infants. There are only 5 beds and one crib available in the house. Any violation will incur a \$100.00 charge per additional person per stay (including children & infants).
- 18. LOCKED AREAS** for which Tenant is not provided a key, such as owner's personal storage areas (Garage), are exempt from this lease agreement and are off limits to the Tenant. Forced entry into these areas is cause for immediate termination and Tenant will be charged for damage and/or missing items.

**RENTAL AGREEMENT CONT.**

**19. KEYLESS ENTRY AND ALARM SYSTEM** will be set to a 4-number combination code you provide to us. To unlock the door pull the handle towards you and enter your temporary combination and the deadbolt will slide into the unlocked position. If 3 wrong codes are entered in a row a buzzer will sound for 15 seconds and the system shuts down to discourage further guessing, wait for a minute and try again. To lock the door when you leave, pull the handle towards you and simply touch the "lock" button on the door keypad and the deadbolt will slide into place. To disarm the alarm system press OFF on the alarm keypad located in the kitchen by the laundry room and enter your temporary code, you will have 2 minutes to disarm the alarm, to arm press AWAY or HOME and enter your code, you will have 1 minute to exit the house. If the smoke detector goes off, the alarm siren will also go off; you will need to enter your code on the alarm keypad to stop the siren; a fire alert will be send to a monitoring station, you will receive a call from a central station, please confirm any conditions. Please lock all doors and windows when you leave. Make sure to arm the alarm system to AWAY when you leave the house.

**20. IN THE EVENT** that the Owner is unable to deliver said property to Tenant under this lease agreement prior to occupancy because of fire, eminent domain, act of nature, delay in construction or any other reason whatsoever, Tenant hereby agrees that Owner's sole liability as a result of these conditions is a full refund of all consideration previously tendered by Tenant. Pursuant to the terms of this lease, Tenant expressly acknowledges that in no event shall Owner be held liable for any consequential or secondary damages, including but not limits to, any expenses incurred as a result of moving for any damage, destruction or loss.

**21. LOST, STOLEN OR ABANDONED ARTICLES.** The Owner shall NOT have any responsibility for lost, stolen or abandoned items. There will be a \$25.00 fee plus shipping for any returned items.

**22. INDEMNITY.** The Tenant agrees to release and indemnify the Owner from and against all liability, should anyone in the group be injured upon the premises during the term of the lease, resulting form any cause whatsoever.

**23. ACKNOWLEDGMENT.** Tenant acknowledges they have reviewed and understand the terms of this lease and agree to be bound thereby.

THIS IS A VACATION HOME SHORT TERM RENTAL AGREEMENT, YOUR SIGNATURE ON THIS AGREEMENT, OR PAYMENT OF MONEY OR TAKING POSSESSION OF THE PROPERTY AFTER RECEIPT OF THE AGREEMENT, IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO LEASE THIS PROPERTY FOR A SHORT TERM RENTAL.

**Tenant Data:** (Please fill out clearly)

<b>TENANT NAME:</b>			<b>DRIVER'S LICENSE No.</b>	<b>EXP DATE:</b>	<b>ISSUING STATE:</b>
<b>ADDRESS:</b>			<b>E-MAIL ADDRESS:</b>		
<b>CITY:</b>	<b>STATE:</b>	<b>ZIP:</b>	<b>REQUESTED 4 DIGIT HOME ACCESS &amp; ALARM CODE:</b>		
<b>HOME/OFFICE PHONE:</b>	<b>CELL PHONE:</b>		<b>SIGNATURE:</b>		<b>DATE:</b>

**THE FOLLOWING PEOPLE WILL OCCUPY THE HOUSE:**

No more that 8 people are allowed to occupy the house including children and infants; there are only 5 beds and 1 crib available in the house.

<b>1.</b>	<b>NAME:</b>	<b>AGE:</b>	<b>5.</b>	<b>NAME:</b>	<b>AGE:</b>
<b>2.</b>			<b>6.</b>		
<b>3.</b>			<b>7.</b>		
<b>4.</b>			<b>8.</b>		

**Rental Data: (Office Use Only)**

<b>ARRIVAL DATE:</b>		<b>RENTAL RATE:</b>	
<b>DEPARTURE DATE:</b>		<b>CLEANING FEE:</b>	
<b>NUMBER OF NIGHTS:</b>		<b>SECURITY DEPOSIT:</b>	
<b>RENTAL PROPERTY ADDRESS:</b>		<b>LODGING TAX:</b>	
<b>OWNER'S SIGNATURE:</b>	<b>DATE:</b>	<b>TOTAL:</b>	
		<b>AMOUNT PAID:</b>	
		<b>BALANCE:</b>	<b>BALANCE DUE DATE:</b>

**RENTAL AGREEMENT MUST BE SIGNED AND RETURNED TO THE OWNER/AGENT PRIOR TO CHECK IN.  
THIS LEASE IS NOT VALID UNLESS SIGNED BY TENANT AND OWNER**