

SHORT-TERM RENTAL AGREEMENT

Draft 3-14-19

(NOTE: Use form 411-T for vacation rentals. Use form 2A7-T or 2A8-T for possession before or after closing of a sale of the property.)

WARNING: THIS FORM DOES NOT ADDRESS IMPORTANT ISSUES TYPICALLY ADDRESSED IN A RESIDENTIAL LEASE DRAFTED FOR LONG-TERM OCCUPANCY AND SHOULD BE USED FOR SHORT-TERM OCCUPANCY NOT TO EXCEED NINETY (90) DAYS

Real Estate Agency: _____ (“Agent”)

Address: _____

Telephone: _____ Fax: _____ E-mail: _____

Tenant: _____ (“Tenant”)

Address: _____

Telephone: _____ Fax: _____ E-mail: _____

Agent, as agent of the owner, hereby rents to Tenant, and Tenant hereby rents from Agent, the property described below (referred to hereafter as the “Premises”) on the terms contained in this Agreement. Agent shall not be personally liable as a party in a civil action between the owner and tenant solely because the owner is not identified in this Agreement. See N.C.G.S. 42-44(c1).

1. **Premises.** City of _____ County of _____

Name of Premises: _____ Street Address: _____

Confirmation #: _____ Other Description: _____

2. **Term.** BEGINS: _____ ENDS: _____ (insert dates and times).

3. **Rent.** Tenant agrees to pay rent for the Premises in the amount of \$ _____ in accordance with paragraph 4 below.

Tenant agrees to pay a \$25.00 processing fee for any check of Tenant that may be returned by the financial institution due to insufficient funds or because Tenant did not have an account at the financial institution.

4. Financial Terms.

Description:	Amount:	Due:	Description:	Amount:	Due:
Advance Rent	\$ _____	_____	Security Deposit	\$ _____	_____
Rent Balance	\$ _____	_____	Cleaning Fee	\$ _____	_____
Reservation Fee	\$ _____	_____	Other Fees:	_____	_____
				\$ _____	_____
Taxes:*				\$ _____	_____
_____	\$ _____	_____		\$ _____	_____
_____	\$ _____	_____	TOTAL	\$ _____	_____

* Tax rates are calculated as of the time of this Agreement. Tenant shall be responsible for payment of all applicable taxes according to rates in effect at the time of occupancy.

5. Security Deposit (if applicable).

DEPOSITED WITH: ☐ Agent ☐ Other (identify): _____

LOCATION OF DEPOSIT: (insert name of bank): _____

BANK ADDRESS: _____

The security deposit will held, applied and accounted for in accordance with the Tenant Security Deposit Act (N.C.G.S. Chapter 42, Article 6).

6. **Advance Payments.** Any advance payment shall be deposited in a trust account with _____ (name of financial institution) located at _____ (address).

Tenant agrees that any advance payment may be deposited in an interest-bearing trust account and that any interest thereon shall accrue for the benefit of, and shall be paid to, the owner (or as the owner directs) as it accrues and as often as is permitted by the terms of the account.

7. **Tenant Duties.** Tenant agrees to comply with all obligations imposed by the Residential Rental Agreements Act (N.C.G.S. Chapter 42, Article 5) on Tenant with respect to maintenance of the Premises, including but not limited to keeping the Premises as clean and safe as the conditions of the Premises permit and causing no unsafe or unsanitary conditions in the common areas and remainder of the Premises that Tenant uses; notifying Agent in writing of the need of replacement of or repairs to a smoke alarm or

carbon monoxide alarm, and replacing the batteries as needed during the tenancy. Tenant agrees not to use the Premises for any activity or purpose that violates any criminal law or governmental regulation and may use the Premises for residential purposes only.

8. **Tenant Breach.** In the event Tenant fails to perform any promise, duty or obligation herein agreed to by Tenant or imposed upon Tenant by law, Agent may, in addition to all other rights and remedies provided by law, with or without notice to Tenant, terminate this lease. If Agent terminates this lease, Agent shall be immediately entitled to possession of the Premises and the Tenant shall peacefully surrender possession of the Premises to Agent immediately upon Agent's demand. If a summary ejectment proceeding is instituted against Tenant, Agent shall be entitled to recover from Tenant the following fees/costs in accordance with NC General Statutes §42-46: (i) filing fees charged by the court, (ii) costs for service of process, (iii) the relevant Complaint-Filing Fee, Court Appearance Fee or Second Trial Fee, and, (iv) reasonable attorneys' fees actually incurred not to exceed fifteen percent (15%) of the amount owed by Tenant, or fifteen percent (15%) of the monthly rent stated in this Agreement (or the total rent if the tenancy is for less than one month) if the summary ejectment proceeding is based on a default other than the nonpayment of rent.

9. **Occupancy Limits.** Unless otherwise stated, occupancy of the Premises shall be limited to two persons per bedroom. Any advertised bedding arrangements in the Premises are portrayed only to illustrate possible sleeping arrangements and may not be taken as a representation of permitted occupancy. Tenant agrees to be responsible for ensuring that maximum permitted occupancy of the Premises is not exceeded during the term of this Agreement, and should contact Agent with any questions regarding permitted occupancy of the Premises.

10. **Agent Duties.** Agent agrees to comply with all obligations imposed by the Residential Rental Agreements Act (N.C.G.S. Chapter 42, Article 5) on Landlords with respect to the Premises, including but not limited to providing the Premises in a fit and habitable condition. If at the time Tenant is to begin occupancy of the Premises, Agent cannot provide the Premises in a fit and habitable condition or substitute a reasonably comparable property in such condition, Agent shall refund to Tenant all payments made by Tenant. **Agent shall conduct all brokerage activities in regard to this Agreement without respect to the race, color, religion, sex, national origin, handicap, familial status, sexual orientation or gender identity of any tenant.**

11. **Cancellation.** In the event of a cancellation by Tenant, Tenant shall receive a refund of all payments made by Tenant, less an administrative fee of \$_____ if the Premises are re-rented on the terms set forth herein. If the Premises are not re-rented on the terms set forth herein, Tenant will not be entitled to a refund of any rent payment made hereunder.

12. **Indemnification and Hold Harmless; Right of Entry; Assignment.** Tenant agrees to indemnify and hold harmless Agent and the owner from and against any liability for personal injury or property damage sustained by any person (including Tenant's guests) as a result of any cause, unless caused by the negligent or willful act of Agent, or the failure of Agent to comply with the Residential Rental Agreements Act. Tenant agrees that Agent or Agent representatives may enter the Premises during reasonable hours to inspect the Premises, to make such repairs, alterations or improvements thereto as Agent may deem appropriate, or to show the Premises to prospective purchasers or tenants. Tenant shall not assign this Agreement or sublet the Premises in whole or part without written permission of Agent.

13. **Pets.** Unless otherwise specifically permitted in this Agreement (including any addendum hereto), no pets shall be allowed on the Premises.

14. **Other Terms and Conditions.** _____
_____.

15. **Governing Law; Venue.** The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, and that in the event of a dispute, any legal action may only be instituted in the county where the Property is located.

[THIS SPACE INTENTIONALLY LEFT BLANK]

16. **Addenda.** Any addenda to this Agreement are described in the following space and attached hereto:_____

Tenant agrees that Tenant has received and read any such addenda, and that they shall constitute an integral part of this Agreement.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

TENANT:

REAL ESTATE AGENCY:

_____(SEAL)

[Name of Agency]

_____(SEAL)

BY: _____

DATE:_____

[Authorized Representative]

DATE: _____