

Sample Rental Contract

for the rental of a holiday apartment/holiday house

between

(Name and address) – Advertiser –

and

(Name and address) – Tenant –

§ 1 Rental object and keys

(1) The advertiser lets the following property (rental object) to the tenant:

(exact description and location of the property)

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

The house rules attached are valid.

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

(2) The rental property is fully equipped and furnished as is let with the following furnishings:

Bed and bath linen (the following items:

_____) is included in the price / not included

in the price / available on arrival for _____ EUR/day.

(Please delete as appropriate)

(3) The tenant is entitled to use the following equipment / furnishings during the rental period:

(e.g. parking space, swimming pool, washing machine, etc.)

(4) The tenant receives _____ house/apartment keys for the duration of the rental period.

§ 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 between _____ and _____ o'clock.

(3) The checkout time on the day of departure is at _____ o'clock.

Before departure please be sure to do the following:

Note: Especially Americans want clear expectations. We recommend listing any tasks you want to be done before departure.

If any tasks are not in the contract, you will not be entitled to keep anything of the deposit if these tasks have not been done.

Some examples:

Take out all trash to the dumpster.

Strip the beds, place all dirty linens.

Empty the refrigerator.

Load and run the dishwasher.

Sweep the floors.

Lock all doors and close all windows.

In winter turn heat to 58° F.

In Summer turn air to 85° F.

Leave the keys inside the lockbox

§ 3 Rental price and payment methods

(1) The rental price is _____ EUR per person / property / day / week for the duration of the rental period excl. the cost of the final cleaning of _____ EUR, therefore totalling _____ EUR. The cost of electricity, water, telephone and heating will be calculated on use up until departure and deducted from the deposit.

(Please delete as appropriate)

Note: Please note that under German competition law, final prices are given (also in the advert) therefore the rental price should include the final cleaning.

(2) The amount is payable by the following:

The deposit of _____ EUR is payable with the remaining balance / on arrival and will be transferred back / refunded in cash on departure / within 2 weeks once utilities have been deducted.

(Please delete as appropriate)

Note: The agreement for the down-payment / deposit within a certain period (e.g. 14 days) after the signing of contracts as well as the remaining balance before or on the date of the start of the rental period must be stated. Example: The tenant has to transfer a down-payment of 20% of the rental price within 14 days after receiving the bill into the following account ***. The remaining balance is to be paid into the same account at least 2 weeks before the rental period begins. If the duration between the date of signing the contract and the start date of the rental period is less than 14 days, then the total amount is payable immediately into the above account.

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

§ 4 Cancellation and early termination

(1) If the tenant terminates the contract before the rental period starts and doesn't name a replacement that accepts the same terms, then they are responsible for paying the following percentages of the rental price to cover costs (excl. 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
- otherwise (less than 14 days before rental period) 100 % of rental price.

The advertiser can thereafter let the property to someone else.

Info: This is an example formation: a formation that is accepted by law is not able to be generally defined. The compensation in the case of a withdrawal must be appropriate.

(2) The tenant can prove a lesser damage at any point.

(3) If the tenant terminates their stay early, they are still responsible to pay the full rental price.

(4) Termination is only accepted in writing. The date applicable is the day the document is received by the advertiser.

§ 5 Liability and Responsibilities of the Tenant

(1) The rental property incl. the furniture and the other contents are to be treated with care. The tenant is held responsible for the actions of other people within the house. The tenant is liable for all damaged goods, damage to the property or anything else related to the property, whether caused by themselves or their accompanying guests.

(2) Faults that are found before or during the rental period are to be reported to the advertiser immediately.

(3) Animals are not allowed / allowed with prior consent from the advertiser (*Please delete as appropriate*).

(4) House rules: the tenant agrees to follow the house rules. These are included / provided in the property (*Please delete as appropriate*).

§ 6 Contract wording and clause

(1) Changes and alterations of this contract need to be in writing.

(2) If some of the legal requirements of this contract are inoperative or impractical, or become so after completion of the contract, the effectiveness of this contract will not be affected. At the point of inoperative or impractical legal requirements the individual should reach an agreement that comes as close as possible to the economic goals that the parties of the contract tried to achieve.

In the case that you are agreeing this contract with someone in another country then:

(3) This contract relates to the law of the following country _____
(insert your country of residence here).

Town

Date

Signature Tenant

Town

Date

Signature Advertiser

Attachments:
- House rules

