



## GUEST OCCUPANCY AGREEMENT

For Transient Occupancy Properties

Prepared by: Agent \_\_\_\_\_  
Broker \_\_\_\_\_

Phone \_\_\_\_\_  
Email \_\_\_\_\_

**NOTE:** This form is used by a vacation rental operator when entering into a guest's occupancy of a vacation property, hotel, motel, inn, boarding house, lodging house, tourist home or similar transient accommodations for a period of 30 days or less, to document the terms of a guest's occupancy.

**DATE:** \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.

*Items left blank or unchecked are not applicable.*

### FACTS:

1. This Guest Occupancy Agreement is entered into by \_\_\_\_\_, as the Manager, and \_\_\_\_\_, as the Guest.
2. The Unit to be occupied by Guest is located at \_\_\_\_\_, California.
  - 2.1 The phone number at the Unit is \_\_\_\_\_.
  - 2.2 The daily rate for the Unit is \$\_\_\_\_\_.
  - 2.3 Additional charges include housekeeping charges, a booking fee, hot tub cleaning fee (if applicable) and occupancy taxes. [See **RPI** Form 594]

### 3. TERMS:

- 3.1 Guest's occupancy is for the following period:  
Check-in date and time \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_  a.m.,  p.m.  
Check-out date and time \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_  a.m.,  p.m.
- 3.2 Guest will vacate the Unit by the check-out time as the Unit is needed so Manager can accommodate the arrival of other guests who have reserved this Unit.
- 3.3 If Guest wishes to extend their stay and the Unit be available, Guest will check-out as scheduled and check-in again for the period of the extended stay.
- 3.4 If Guest wishes to extend their stay in the area and the Unit not be available, Manager will use its best efforts to relocate Guest to a comparable Unit.
- 3.5 Since the Unit provides Guest with lodging for a period of 30 days or less and is not the primary residence of Guest, Guest's occupancy is taxed locally as a transient occupancy accommodation.

### 4. UNIT RESTRICTIONS:

Guest agrees to conform to the following limitations on the use of the Unit:

- 4.1 The Unit will be occupied by no more than \_\_\_\_\_ individuals.
- 4.2 No pet is allowed on or around the Unit or its premises.
- 4.3 The Unit will not be used for parties, weddings or other group-like activities.

### 5. GUEST AGREES:

- 5.1 To promptly pay all obligations when due.
- 5.2 To depart the Unit and remove all members of their party by check-out time.
- 5.3 To return all keys given Guest to the office of Manager. On failure to return all the keys, Guest to pay a re-keying charge of \$\_\_\_\_\_.
- 5.4 To pay Manager an extra charge of \$\_\_\_\_\_ at time of check-out for dirty dishes, kitchen utensils and unbagged trash left by Guest and/or members of their party.
- 5.5 To pay for all damage to the Unit or personal property located in the Unit caused by Guest or members of Guest's party.
- 5.6 To pay for the cost to replace any personal property items missing at check-out time.

### 6. SECURITY DEPOSIT:

The security deposit voucher held by Manager on Guest credit card will be released and returned to Guest when the telephone bill covering lodging period has been received.

- 6.1 At the time of check-out by Guest, Manager will concurrently inspect the Unit and its contents for any damage or missing items, and deduct the cost to repair the damage and replace the missing items from Guest's security deposit.
- 6.2 Any charges incurred by Guest and unpaid on departure will be deducted from the security deposit.

**7. MANAGER REMEDIES:**

- 7.1 On failure of Guest to pay obligations when due, abide by this agreement or depart the Unit by check-out time, Manager may:
  - a. Enter the Unit and remove Guest;
  - b. Take possession of the Unit and remove any personal property of Guest remaining in or around the Unit;
  - c. Re-key the doors;
  - d. Make the Unit available to accommodate other guests with reservations for the Unit; and
  - e. Order Guest from the premises and, if necessary, use law enforcement officials to effect their removal.

**8. GENERAL PROVISIONS:**

- 8.1 Manager is not the owner of the Unit(s) providing lodging accommodations to Guest and is not responsible for injury to persons or property, or theft of money, jewelry or other valuables resulting from this occupancy.
- 8.2 The venue for any action arising under this agreement will be in \_\_\_\_\_, California.
- 8.3 If an action is instituted to enforce this agreement, the prevailing party will receive attorney fees.

**9. KEYS:**

Guest has received \_\_\_\_\_ sets of keys.  
 Guest initials \_\_\_\_\_  
 Guest has returned \_\_\_\_\_ sets of keys.  
 Manager's initials \_\_\_\_\_

<p><b>Guest agrees to the terms stated above.</b></p> <p>Date: _____, 20____</p> <p>Guest's Name: _____</p> <p>Signature: _____</p> <p>Signature: _____</p>	<p><b>Manager agrees to the terms stated above.</b></p> <p>Date: _____, 20____</p> <p>Manager: _____</p> <p>Signature: _____</p>
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