



Agreement Considerations for Short-Term Rentals

If you are a short-term rental host and list the unit on a third-party booking site, you should consider how the platform's existing terms and conditions protect and apply to you and your specific property. Keep in mind that the platform you are listing your property on is the one who drafted the agreement, so it is drafted to keep the platform's own best interest in mind. While a listing site might not be helpful in terms of enforcing your additional agreement between you and your guest, the agreement can certainly act as a backstop and provide additional protection to you and your property, keeping your best interest in mind.

VRBO vs. Airbnb

When comparing two common third party listing sites, VRBO and Airbnb, VRBO seems to be easier to add additional agreements for guests to sign as compared to Airbnb. However, even if it is more difficult to do, you should still have a backup agreement with additional terms that guests sign. If you do decide that you want your guests to sign an additional agreement, you need to disclose this requirement prior to booking. Once a guest books, it is common to send the additional agreement and require the guest to sign it within a 24-hour window, or risk having the booking canceled.

Why should you consider adopting an additional agreement?

You should consider adopting an additional agreement for a few reasons. For example, if you are renting out your condominium or belong to a homeowner's association (HOA), it is not uncommon for the bylaws of either governing body to require them to review and approve the terms you have guests agree to prior to booking. Moreover, your guest should be apprised of any HOA/Condominium Owners' Association (COA)

rules that will affect the use and enjoyment of the unit during the stay.

If you do not own the property, but lease it, you need to make sure that not only you are allowed to list the unit as a short-term rental, but that the underlying terms of the lease are not violated in anyway and that you craft your agreement to require that guests abide by the terms of the lease as well.

In either instance, you should review your HOA/COA rules or lease agreement and determine how they will affect your ability to list your property as a short-term rental.

Insurer requirements

You should determine whether your insurer has any additional requirements that apply to short-term rentals of your property. Insurers will often require some additional terms.

Even if you do not belong to an association or if your insurer does not require an additional agreement for guests to sign, you still need to make sure that you are compliant with any additional state and local regulations that might not be covered by the listing websites terms. Agreement might not be specific enough for your specific short-term rental and this is an area of law that is developing quickly to try to keep up with the popularity of short-term rentals.

Before issuing any written agreement that you intend to be legally binding, you should seek your attorney's advice on whether the document best protects you and your property.