

SHORT TERM RENTAL AGREEMENT

1. The Parties

This agreement made this (date).....

between

(name of Tenant)..... of

(address of tenant).....

Hereinafter referred to as "Tenant",

and

Janphen Seesamer of 4/18 Soi Suksan 2, Rawai, Muang, Phuket, 83130, Hereinafter referred to as "Landlord".

2. The Property

	Foxtail Palm Villa		Cocktail Palm Villa		Queen Palm Villa
	27/40 Soi Naya, Nai Harn Beach, Phuket		20/43 Soi Naya, Nai Harn Beach, Phuket		20/44 Soi Naya, Nai Harn Beach, Phuket

3. Period and Guests

Total people in renting party consists of Adults _____Nr, Children _____Nr, and not to exceed _____Nr.

The Tenant shall be fully responsible for the actions of all in the renting party who shall all be bound by the terms in this Agreement.

Rental period begins at ____:____ AM PM on the ____ day of

_____, 20____ and ends at ____:____ AM PM on the day of _____, 20____.

4. Rental Amount

Total total rental amount for the period is _____ Baht (Baht_____)

The rental deposit of _____ Baht (Baht_____) has been collected at the time of the signing of this Agreement, which is a downpayment of the rental to secure the booking.

The balance of the Rent (Total less deposit) shall be paid by the Tenant on checking in at the Property.

5. Fees and Security Deposit

The Tenant shall pay to the Landlord a one time cleaning fee and a security deposit against breakages and damage as follows.

Cleaning Fee: Baht 1,500

Security Deposit (20% of the value of the rental) : Baht _____



Total :

Baht_____

This amount shall be paid by the Tenant on checking in at the Property.

6. Termination

The Landlord has the right to inspect the premises with prior notice. Should the Tenant violate any of the terms of this agreement, the rental period shall be terminated immediately. The Tenants waive all rights if they fail to vacate the premises upon termination of the rental period. The Tenants shall vacate the premises at the expiration time and date of this agreement.

7. Electricity Bills

Electricity shall be billed to the Tenant and deducted from their Security Deposit at the end of the rental period. The rate shall be 6 baht per unit.

8. Maintenance and Repairs

The Landlord provides the Property to the Tenant in a good and usable condition, with the utilities, airconditioning, kitchen equipment, pumps and swimming pool equipment in good order. The landlord shall maintain the building fabric, equipment and utilities as required during the Rental period.

The Tenant shall keep the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. The tenants shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Landlord as being immediately habitable by the next tenants (except for replacing sheets and towels that shall be the Landlords responsibility).

The Tenant shall pay for breakages and repairs should the premises be left in a lesser condition. The Tenant agree that the Landlord shall deduct costs of said services from the security deposit prior to refund if tenants cause damage to the premises or its furnishings.

9. Trash

The Tenant shall place all waste material generated during the rental period in tied black plastic bags and leave them in the garage for collection by the Landlord's maid every second day.

10. Pets

No animals or pets of any kind will be brought onto the premises.

11. Subletting

The Tenant shall not have the right to sublet the property.

12. Quiet Enjoyment

The Tenant shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Tenant shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and the Tenant shall then immediately vacate the premises. Quiet hour starts at 9.00 PM where outdoor noise should be kept to a minimum.

13. Smoking

Smoking is not allowed inside the home.

14. Essentials



Landlord shall provide the following to the Tenant

- towels,
- beach towels,
- cups,
- knives, forks, spoons,
- dishes,
- kitchen equipment to enable simple food preparation
- water on arrival
- tea and coffee on arrival
- soap and shampoo in bathrooms
- cleaning equipment and consumables

The Landlord's maid will visit The Property and change the sheets once a week and launder the towels in the villa using the washing machine provided.

The Landlord also provides a Villa handbook / guide explaining the use of the Property which the Landlord and Tenant shall follow.

15. Landlord's Liability

The Tenants and Tenants' Guests shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Tenants expressly recognize that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenants, and that Tenants should purchase their own insurance for Tenants and Guests if such coverage is desired.

16. Rental Deposit and Booking Cancellation

The Tenant may cancel the booking by giving notice to the Landlord by email (to : stone_duncan@yahoo.com)

The Rental Deposit is fully refundable up to one month prior to the beginning of the rental period if the Tenant should cancel the Booking. If the Tenant cancels the booking within one month of the rental start date the Landlord shall have the right to retain the initial Rental Deposit at the Landlord's discretion.

17. Attorney's Fees

Tenants agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Landlord enforcing this agreement.

18. Use of Property

Tenants expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Tenants do not intend to make the property a residence or household.

19. Shortened Stays and Conditions

There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions.

20. Showings

If the Landlord requires to show the Property to future guests during the Tenant's stay the Tenant shall provide access to the Landlord. Every effort will be made to schedule the



showing at a convenient time and not interrupt the Tenant's term. Tenant shall allow reasonable viewings of the home between 9 am and 8 PM whether they may be present or not.

21. Firearms

No firearms shall be allowed on the premises.

22. Fireworks

Tenant agrees that Fireworks and other hazardous materials shall not be used in or around the property.

23. Illegal Use

Tenant shall use the property for legal purposes only and other use, such as but not limited to, gambling, illegal drug use, abuse of any person, harboring fugitives, etc. shall cause termination of this agreement with no refund of rents or deposits.

24. Fire Alarms

If the property has fire alarms the Tenant must notify the Landlord without delay if a fire alarm "chirps" or has a low battery condition.

25. Possessions

Valuable items left behind by Tenant will be held for the Tenant and every reasonable effort will be made to contact the Tenant for return. If items are not claimed for longer than 6 months they shall become the property of the Landlord. The Landlord shall not be held liable for condition of said items.

26. Cable TV

Cable TV is provided and service level has been chosen by the Landlord. No refund of rents shall be given for outages, content, lack of content, or personal preferences with regard to cable TV service.

27. Internet

High speed wireless internet is provided as a convenience only and is not integral to the agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service.

28. Manager/Landlord Contact

Landlord/Owner's Name: Janphen Seesamer

Landlord's Manager's Name and Telephone: Janjira Mitisom (Tel : 080 405 9004)

Landlord/Manager's E-Mail: stone_duncan@yahoo.com

29. Governing Law

This agreement is governed under the laws of Thailand.

30. Other Agreements

In addition to the language stated in this agreement the parties, Landlord and Tenant, agree to the following:



Landlord and Tenant agree to the above conditions on this ____ day of _____, 20____ and hereby swear that the information provided is accurate and true:

Landlord's Signature _____ Date _____

Print Name _____

Tenant's Signature _____ Date _____

Print Name _____

