

# SHORT-TERM LICENSEE AGREEMENT

California Transient/Licensee Occupancy — Not a Lease or Tenancy

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## **Property & Party Information**

**Property Address:** \_\_\_\_\_

**Host / Owner Name:** \_\_\_\_\_

**Guest/Licensee Name(s):** \_\_\_\_\_

**Check-In Date & Time:** \_\_\_\_\_

**Check-Out Date & Time:** \_\_\_\_\_ **(NOT TO EXCEED 28 DAYS)**

**Total Booking Amount:** \_\_\_\_\_

**Booking Platform:** \_\_\_\_\_

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## **1. Nature of Stay**

Guest agrees this is a **short-term, transient occupancy only**. This agreement does **not** create a landlord-tenant relationship, lease, or tenancy under California law (Civil Code §1940 et seq.). Guest is a licensee occupant, not a tenant.

## **2. Term of Occupancy**

Occupancy is strictly limited to the dates and times stated above. Guest agrees to vacate the property by the stated check-out time. Any holdover (remaining past checkout without written authorization) is **unauthorized and unlawful**. Holdover damages shall be assessed at \$ \_\_\_\_\_ per day.

## **3. No Mail / No Residency**

Guest agrees:

- Not to receive mail or packages at the property.
- Not to use the property address for identification, voter registration, DMV, banking, school enrollment, or any other residency purpose.

## **4. No Subletting or Additional Occupants**

Only registered guests listed above may stay overnight. No subletting, assignment, or unauthorized occupants are permitted.

## **5. House Rules**

Guest agrees to follow all house rules, including but not limited to:

- No illegal activity on the premises.
- No excessive noise or disturbance to neighbors.
- Compliance with all local laws and ordinances.

- No smoking inside the property (unless expressly permitted).
- No unauthorized pets (unless expressly permitted).

**6. Payment Terms**

All payments must be made through the booking platform listed above. No off-platform payments (cash, Venmo, Zelle, etc.) are permitted. Acceptance of off-platform payment does not create a tenancy.

**7. Holdover / Failure to Vacate**

If Guest remains at the property after the stated check-out time without written authorization from Host:

- Guest acknowledges they are in **unlawful possession** of the property.
- Host may pursue all available legal remedies, including but not limited to unlawful detainer proceedings, damages, and attorney's fees not to exceed \$2500.00
- Guest waives any claim to tenancy rights arising solely from holdover.

**8. Host Access & Entry**

Host may enter the property as permitted by law for emergencies, necessary repairs, or to verify compliance with this agreement.

**9. Guest Liability**

Guest is responsible for any damage to the property and for the conduct of all occupants and visitors during the stay. Guest agrees to indemnify Host for any costs arising from Guest's violation of this agreement.

**10. Compliance with Local Laws**

Guest agrees to comply with all applicable California state laws and local short-term rental regulations, including any city-specific ordinances governing short-term rentals.

**11. Entire Agreement**

This agreement constitutes the entire understanding between Host and Guest regarding this occupancy. No verbal representations or prior agreements shall modify this document. Any modifications must be in writing and signed by both parties.

**Acknowledgment & Signatures**

By signing below, Guest acknowledges they have read, understood, and agreed to all terms of this Short-Term Rental Agreement.

\_\_\_\_\_  
Licensee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Licensee Printed Name

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

\_\_\_\_\_  
Host / Owner Signature

\_\_\_\_\_  
Date

**⚠ Important Notice**

This form is provided for general informational purposes only and does not constitute legal advice. California tenant protection laws are complex and vary by city. Hosts operating in cities such as Los Angeles, San Francisco, Oakland, or San Diego should consult a licensed California attorney to ensure compliance with all applicable local ordinances before using this agreement.