Augusta Rule

Rental Agreement

Document a business rental of the owner's personal residence under IRC §280A(g). Complete one agreement per rental event. The residence may be rented to the business for up to 14 days per tax year; rental income for those days is excluded from the owner's taxable income.

Event Details

Event Description: *e.g., Annual Strategy Meeting*

Event Date:

Number of Attendees:

Start Time:

End Time:

Rent Amount For Event: $

Rental Property Address: *(Must be owner's primary residence)*

Parties

This Rental Agreement is made and entered into on _____ by and between the Lessor and Lessee identified below.

Lessor (Property Owner)

Name:

Address:

Phone:

Email:

Lessee (Business Entity)

Name / Business Entity:

Address:

Phone:

Email:

Agreement Terms

1. **Rental Period.** The rental period will begin on _____ at _____ and end on _____ at _____, with a total duration of _____ day(s).
2. **Rental Fee.** The total rental fee for the rental period is $ _____
   The Lessee agrees to pay the full rental fee within 7 calendar days upon receiving the invoice from the Lessor.
3. **Use of Premises.** The property is to be used solely for the event specified above. Parking on the lawn is not allowed. Smoking is prohibited unless explicitly permitted in writing. Attaching items to walls using pins or nails is prohibited. The Lessee agrees to leave the property in the same condition it was in at the start of the rental.
4. **Cancellation.** Should the agreement be canceled, any rent that has been paid will be fully refunded.
5. **Changes and Alterations.** No modifications to this Agreement shall be valid unless agreed upon and documented in writing by both parties.
6. **Governing Law.** This Agreement shall be interpreted and enforced according to the laws of the State of _____.

IRS Compliance — Rental Details *required for §280A(g) substantiation*

Fair Market Rental Rate (per day): $

Total Rental Days Used This Tax Year: *(max 14)*

Total Paid This Rental Event: $

Payment Method: *e.g., check, ACH, Zelle*

Comparable Rent Source: *attach screenshots*

Declaration & Signatures

The parties affirm they have the authority to enter into this Agreement. The Lessor certifies that the rental described above was conducted at fair market value for a legitimate business purpose in accordance with IRC §280A(g), and that the residence used is the Lessor's primary personal residence.

Lessor Name:

Lessor Title:

Lessor Signature:

Date:

Lessee Name:

Lessee Title:

Lessee Signature:

Date:

Disclaimer: The information in this document is for compliance recordkeeping purposes only and does not constitute tax, legal, or financial advice. Clients should consult with their own tax advisors to confirm how these rules apply to their individual circumstances. This is not a promise of qualification or a guarantee of specific outcomes.